

2022-396

**INTERLOCAL COOPERATION AGREEMENT**

THIS AGREEMENT, (the "Agreement"), is made and entered into by and between Collin County, Texas, a general law municipal corporation located in Collin County, Texas (hereinafter referred to as "Collin County"), and the City of Lucas, Texas (hereinafter referred to as "Lucas").

WHEREAS, this Agreement is being entered into pursuant to the Interlocal Cooperation Act, V.T.C.A., Government Code, Section 791, 001, et seq. (the "Act"), and,

WHEREAS, Collin County and Lucas are both units of local governments a defined by Section 791.003(a) of the Act engaged in the provision of governmental functions and services to their citizens which includes on-site environmental health inspections: and,

WHEREAS, Collin County has agreed to perform all duties related to On-Site Sewage Facility (hereinafter referred to as "OSSF") regulations for Lucas, and,

WHEREAS, these functions and services serve the public health, safety and welfare, promote efficiency and effectiveness of local government and are of mutual concern to the parties; and

WHEREAS, Collin County has the staff to perform all duties related to OSSF regulations, and Lucas has a need for such services; and

NOW, THEREFORE, for mutual consideration hereinafter stated, Collin County and Lucas agree as follows:

I.

Collin County agrees to provide all services related to OSSF regulation to meet the State of Texas requirements set forth in Title 30, Texas Administrative Code, Chapter 285.

II.

Lucas will not be required to reimburse Collin County to perform any OSSF related function within their city limits. All remuneration is collected directly from permit applicants in the form of permit fees.

III.

To the fullest extent allowed by law, each party hereto agrees to defend and indemnify the other from any claims, demands, costs or judgments arising out of any negligent act or omission of their respective employees

or agents in the performance of the governmental functions and/or services under this Agreement.

Failure of a Party to exercise any right or remedy in the event of default by any other Party shall not constitute a waiver of such right or remedy for any subsequent breach or default.

Should any provision of this Agreement or the application thereof be held invalid or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent, consistent with the intent of the Parties as evidenced by this Agreement.

#### IV.

This Agreement shall be effective October 1, 2022, or from the passage of enabling resolutions or orders by the governing bodies of the parties hereto and the execution hereof by each of the authorized representatives of the political subdivision who are parties hereto and shall remain in effect through September 30, 2026 unless terminated by either party upon giving thirty (30) days written notice to the other party of its intent to terminate the agreement.

#### V.

Notices, correspondence, and all other communications shall be addressed as follows; However, the Parties hereto shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice to the other Party.

If to Collin County:

Purchasing  
Gina Zimmer  
2300 Bloomdale Rd., #3160  
McKinney, TX 75071  
972-548-4119  
[gzimmer@co.collin.tx.us](mailto:gzimmer@co.collin.tx.us)

Administration  
Bill Bilyeu  
2300 Bloomdale Rd., #4192  
McKinney, TX 75071  
972-548-4698  
[bbilyeu@co.collin.tx.us](mailto:bbilyeu@co.collin.tx.us)

If to City:

City Manager  
Joni Clarke  
665 Country Club Rd  
Lucas, TX 75002  
972-912-1212  
[jclarke@lucastexas.us](mailto:jclarke@lucastexas.us)

## VI.

### Dispute Resolution

#### **Notice & Conference**

If a party believes that the other party has not met, or is not meeting, an obligation under this agreement, the party will contact the other's representative to discuss the issue. If the aggrieved party does not believe that this informal contact, discussion, and ensuing efforts have fixed the issue, then the party will notify the other party's representative in writing of the party's belief or complaint with reasonable detail to permit the other party to address the issue. The other party will then have a reasonable time to address the issue and improve its performance. This initial process will take no more than 14 calendar days, unless the parties agree otherwise.

If discussions between the parties' representatives do not resolve the issue, then the County Judge, or County Administrator from Collin County and the Mayor, City Manager, from the City of Lucas will meet in person to discuss and try to resolve the issue. This process will take no more than five (5) business days, unless the parties agree otherwise.

#### **Prerequisites to Filing for ADR or a Lawsuit**

Neither party may file a claim or lawsuit in any forum before the parties are finished using the cooperation procedures set forth above.

**Expenses for Enforcement.** In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, TX.



VII.

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

The Parties represent that the individuals signing this Agreement on their behalf possess full power and authority to enter into this Agreement from their respective governing boards in compliance with the laws of the State of Texas.

By signing this agreement, no party waives any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Nothing in this Agreement shall create any rights or obligations as to any party who is not a signatory to this Agreement. This agreement does not confer any rights or remedies upon any person or entity other than the Parties.

Should any provision of this Agreement or the application thereof be held invalid or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent, consistent with the intent of the Parties as evidenced by this Agreement.

A party will not assign its rights or obligations under this agreement, in whole or in part, to another person or entity without first obtaining the other party's written consent.

This Agreement is the entire agreement of the Parties. This Agreement may not be altered or amended except by mutual written agreement as provided herein.

If the Parties desire to modify this Agreement during or after the initial term, any modifications may be either incorporated herein by written amendment or set forth in a new written agreement.

This Agreement may be executed in one or more identical counterparts, each of which will be deemed an original for all purposes.

COLLIN COUNTY, TEXAS

Date: 26 SEP 2022

By: 

Title: County Judge

CITY OF LUCAS

Date: 09-01-2022

By: Kathleen A. Peck

Title: Mayor Pro Tem