



COLLIN COUNTY

Development Services
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To: Commissioners Court

From: Misty Brown, Development Services Division Manager

Date: March 8, 2024

Re: Agenda Request – Interlocal Agreement between Collin County and City of Lavon for an On-Site Sewage Facility Regulation Enforcement

We respectfully request Commissioners' Court approval for an On-Site Sewage Facility (OSSF) Interlocal Agreement between Collin County and the City of Lavon. The term of the Agreement shall be for the period beginning March 25, 2024 and shall continue in full force and effect up to and including September 30, 2027. The City of Lavon has requested that Collin County continue to provide OSSF Regulation Enforcement within the city limits of Lavon.

Thank you for your consideration in this matter.

xc: Clarence Daugherty, Director of Engineering
Bill Bilyeu, County Administrator

CITY OF LAVON, TEXAS
RESOLUTION NO. 2024-02-04

ILA - Collin County On-Site Environmental Health Services

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY FOR PROVISION OF ALL SERVICES RELATED TO ON-SITE SEWAGE FACILITIES TO MEET THE REQUIREMENTS SET FORTH IN TITLE 30, TEXAS ADMINISTRATIVE CODE, CHAPTER 285.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act, and

WHEREAS, the City of Lavon and Collin County have the authority to enter into this Agreement under the Act; and

WHEREAS, the City Council of the City of Lavon finds and determines that approving the interlocal agreement with Collin County for the terms described in the interlocal agreement is in the best interests of the citizens of the City of Lavon.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, THAT:

SECTION 1. The City Council does hereby approve and authorize the execution of an Interlocal Agreement with Collin County for provision of all services related to On-Site Sewage Facilities to meet the requirements set forth in Title 30, Texas Administrative Code, Chapter 285, attached hereto and incorporated herein as "Exhibit A".

SECTION 2. The effective date of the Interlocal Agreement will occur pursuant to an Order as issued by the Texas Commission on Environmental Quality.


SECTION 3. This resolution shall take effect from and after the date of its passage.

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas on the 6th day of February 2024.



Vicki Sanson
Mayor

ATTEST:


Rae Norton



City Secretary

RESOLUTION NO. 2024-02-04

EXHIBIT A

INTERLOCAL AGREEMENT - COLLIN COUNTY

OSSF SERVICES

INTERLOCAL AGREEMENT
FOR SERVICES TO ON-SITE ENVIRONMENTAL HEALTH INSPECTIONS

THIS INTERLOCAL AGREEMENT FOR SERVICES TO ON-SITE ENVIRONMENTAL HEALTH INSPECTIONS, (the "Agreement"), is made and entered into by and between Collin County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "Collin County"), and the City of Lavon, Texas, a general law municipal corporation located in Collin County, Texas (hereinafter referred to as "Lavon"), to provide services (collectively the "Parties") and each individually a "Party" hereto).

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");

WHEREAS, Collin County and Lavon are both units of local governments as 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;

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

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;

WHEREAS, each party paying for the performance of governmental functions or services shall make those payments from current revenues available to the paying Party;

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

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

I.
SERVICES

1.1 Provision of Services. 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.
TERM OF AGREEMENT

2.1 Effective Date. This Agreement shall be effective after the passage of enabling resolutions or orders by all governing bodies of the parties hereto, and upon the execution hereof by each of the authorized representatives of the political subdivision who are Parties hereto.

2.2 Term of Agreement. This Agreement shall become a permanent Agreement and shall

remain in effect through September 30, 2027, unless terminated earlier pursuant to Section 2.3 of the Agreement. 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.

2.3 Termination. Any Party may terminate this Agreement, with or without cause, by either Party giving sixty (60) days written notice to the other Party of its intent to terminate. This Agreement may be terminated at any time by mutual agreement of all the Parties, as evidenced by a written and signed termination agreement.

2.4 Cancellation. In the event a Party deems it to be in its best interest not to extend the Term of this Agreement, the Party shall provide each of the other Parties reasonable written notice, which must be at least sixty (60) calendar days prior to the expiration of the current Term, of the Party's desire not to renew and extend the Term of this Agreement.

III. RELATIONSHIP OF PARTIES

3.1 Parties. 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.

3.2 Immunity. 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.

3.3 Rights. 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. 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.

IV. PAYMENT OF SERVICES

4.1 Payment & Fees. Lavon 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.

V. MISCELLANEOUS

5.1 Entire Agreement. This Agreement contains the entire agreement between the Parties and this Agreement supersedes any prior oral or written understandings and agreements. This Agreement shall not be modified or amended except in writing signed by all the Parties hereto.

5.2 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term

or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

5.3 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Texas. Any litigation in any way relating to this Agreement shall be brought in state court in Collin County, Texas.

5.4 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

5.5 Counterparts. This Agreement may be executed in one or more identical counterparts, each of which will be deemed an original and constitute one and the same instrument here in for all purposes.

5.6 Notices. All notices that a Party is required or may desire to give the other Parties under or in connection with this Agreement shall be deemed sufficient if given by addressing the same to the other Parties at the addresses provided below or at such other place as may be designated in writing by the like notice. All notices shall be deemed delivered when addressed as required herein and deposited in the United States mail, first class postage prepaid, certified mail, return receipt requested. 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, to the following addresses:

Collin County Purchasing
2300 Bloomdale Rd., #3160
McKinney, TX 75071

Collin County Administrator
Bill Bilyeu
2300 Bloomdale Rd., #4192
McKinney, TX 75071

If to Lavon, to the following address:

Name: City of Lavon
Address: P.O. Box 340
City, State, Zip: Lavon, TX 75166
Phone: 972-843-4220

Email: _____

5.7 INDEMNIFICATION. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER PARTIES (INCLUDING THEIR RESPECTIVE OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING, WITHOUT LIMITATION, DEATH), PROPERTY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS, AND COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE AND NECESSARY ATTORNEYS' FEES AND EXPENSES) IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

5.8 Force Majeure. No Party shall be liable or responsible to the other Parties, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A Party whose performance is affected by a Force Majeure Event shall give notice to the other Parties, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

5.9 Dispute Resolution. Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties hereby agree to observe the following dispute resolution process:

- (a) 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 corrected 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.**

- (b) Resolution of Meeting. After consulting with and obtaining input from the appropriate Parties so as to facilitate a complete discussion and proposed solution, the Parties shall schedule a meeting and designate certain representatives to attend such meeting to attempt to settle the dispute in an amicable manner and facilitate an agreed resolution. This process will take no more than 5 business days, unless the Parties agree otherwise.**

- (c) Mediation. If the dispute cannot be settled during the Resolution Meeting, the appropriate Parties shall attempt, in good faith, to settle their claim, dispute, or controversy through non-binding mediation before having recourse in a state court of competent jurisdiction in Collin County, Texas. Each Party shall be responsible for the expenses of such Party's participants, consultants, experts, or representatives at the non-binding mediation. The cost of the mediator, however, shall be borne equally by the Parties, unless the Parties agree otherwise in writing. The mediator shall be mutually agreed upon by the Parties. The non-binding mediation shall be completed no later than within thirty (30) calendar days after the conclusion of the Resolution Meeting

- (d) Unsuccessful Resolution. If all above options are completed and the Parties are unable to reach a resolution, any of the Parties may pursue all legal and equitable remedies available to them under Texas law.

5.10 Authority. The undersigned officers of the Parties, by executing this Agreement, acknowledge that they and/or their respective government bodies have reviewed and approved this Agreement in full compliance with their respective bylaws and policies and the laws of the State of Texas. The persons executing this Agreement represent and warrant that they possess the requisite authority to do so on behalf of the persons and entities set forth below.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR LAST PROVIDED BELOW (the "Execution Date").

Date: 3/27/24

COLLIN COUNTY, TEXAS

By: [Signature]

Title: County Judge

CITY OF LAVON
Date: 2/6/24

By: Vicki Lawson

Title: Mayor



Jon Niermann, *Chairman*
Bobby Janecka, *Commissioner*
Catarina R. Gonzales, *Commissioner*
Kelly Keel, *Interim Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

March 7, 2024

The Honorable Vicki Sanson
City of Lavon City Hall
P.O. Box 340
Lavon, Texas 75166

RE: City of Lavon
On-Site Sewage Facility No. 620315

This letter is your notice that the Texas Commission on Environmental Quality (TCEQ) executive director (ED) has acted on the above-named application. According to 30 Texas Administrative Code (TAC) Section 50.135 the ED's action became effective on the date the ED signed the permit or other action. A copy of the final action is enclosed and cites the effective date.

For certain matters, a **motion to overturn**, which is a request that the commission review the ED's action on an application, may be filed with the chief clerk. Whether a motion to overturn is procedurally available for a specific matter is determined by Title 30 of the Texas Administrative Code Chapter 50. According to 30 TAC Section 50.139, an action by the ED is not affected by a motion to overturn filed under this section unless expressly ordered by the commission.

If a motion to overturn is filed, the motion must be received by the chief clerk within 23 days after the date of this letter. An original and 7 copies of a motion must be filed with the chief clerk in person or by mail. The Chief Clerk's mailing address is Office of the Chief Clerk (MC 105), TCEQ, P.O. Box 13087, Austin, Texas 78711-3087. On the same day the motion is transmitted to the chief clerk, please provide copies to the Environmental Law Deputy Director (MC 173), and the Public Interest Counsel (MC 103), both at the same TCEQ address listed above. If a motion is not acted on by the commission within 45 days after the date of this letter, then the motion shall be deemed overruled.

You may also request **judicial review** of the ED's action. The procedure and timelines for seeking judicial review of a commission or ED action are governed by Texas Water Code Section 5.351.

Individual members of the public may seek further information by calling the TCEQ Public Education Program, toll free, at 1-800-687-4040.

Sincerely,

A handwritten signature in cursive script that reads "Laurie Gharis".

Laurie Gharis
Chief Clerk

LG/erg

cc: Garrett T. Arthur, TCEQ Public Interest Counsel (MC 103)

Texas Commission on Environmental Quality



IN THE MATTER OF RELINQUISHING § BEFORE THE EXECUTIVE
THE AUTHORIZED AGENT DELEGATION § DIRECTOR OF THE TEXAS
FOR CITY OF LAVON § COMMISSION ON
 § ENVIRONMENTAL QUALITY

On February 29, 2024, the Executive Director of the Texas Commission on Environmental Quality ("Commission" or "TCEQ"), considered the relinquishment of Authorized Agent delegation of City of Lavon, pursuant to 30 Texas Administrative Code (TAC) § 285.10.

The Executive Director is satisfied that City of Lavon has satisfied the requirements of 30 TAC § 285.10 and therefore, the Executive Director finds that the relinquishment of its Authorized Agent delegation of City of Lavon should be approved.

FINDINGS OF FACT

1. The Executive Director delegated responsibility for on-site sewage facilities (OSSFs) to City of Lavon on August 31, 2000.
2. City of Lavon provided the Executive Director with a letter of its intent to relinquish its delegation to regulate on-site sewage facilities (OSSFs) on November 28, 2023.
3. On January 24, 2024, City of Lavon published proper notice of a public meeting to discuss its intent to relinquish its authority to regulate OSSFs in *The Wylie News*, a newspaper regularly published and of general circulation, in City of Lavon's area of jurisdiction.
4. City of Lavon held a public meeting on February 6, 2024, at 6:30pm, to discuss its intent to relinquish its delegated authority.
5. In a public meeting held on February 6, 2024 City of Lavon adopted an ordinance relinquishing its delegation to regulate on-site sewage facilities.
6. A certified copy of the minutes was submitted to the Executive Director on February 21, 2024.

7. City of Lavon's relinquishment is not due to a material change in 30 TAC Chapter 285.
8. The relinquishment process complies with the requirements in 30 TAC Chapter 285 regarding relinquishment of an Authorized Agent's delegation.

CONCLUSIONS OF LAW

1. The above facts are conditions sufficient to issue this order pursuant to 30 TAC § 285.10.
2. Section 5.102 of the Texas Water Code authorizes the Commission to issue orders and make determinations necessary to effectuate the purposes of Chapter 366 of the Health and Safety Code.
3. The Commission may delegate uncontested matters to the Executive Director. Texas Water Code § 5.122.
4. The Executive Director is authorized to act on behalf of the Commission. 30 TAC § 285.10.
5. Issuance of this order will effectuate the purposes of Chapter 366 of the Health and Safety Code and 30 TAC Chapter 285.

NOW, THEREFORE, BE IT ORDERED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY THAT:

1. Effective March 21, 2024, the relinquishment of authorized agent delegation to City of Lavon is hereby ordered.
2. The Office of the Chief Clerk of the Commission is directed to forward a copy of this Order to the applicant and all other parties and to issue the Order and cause it to be recorded in the files of the Commission.

Issued this date: February 29, 2024



Executive Director
Texas Commission on Environmental Quality