

COURT ORDER NO. 2017-_____ - _____

FILED FOR RECORD
at 11:30 o'clock *AM*

DEC 12 2017

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *J. Lindenzweig*

#14,910

THE STATE
OF TEXAS

AGREEMENTS
INTERLOCAL/ENFORCEMENT
OF ENVIRONMENTAL
HEALTH SERVICE AGREEMENT
CITY'S EXTRATERRITORIAL
JURISDICTION

COUNTY OF HUNT

On December 12, 2017, the Commissioners Court of Hunt County, Texas, met in regular session with the following members present and participating, to wit:

John Horn	County Judge, Presiding
Eric Evans	Commissioner, Precinct 1
Tod McMahan	Commissioner, Precinct 2
Phillip Martin	Commissioner, Precinct 3
Jim Latham	Commissioner, Precinct 4

During such session the court considered approval of an Interlocal Agreement with the City of Blue Ridge for the Enforcement of Environmental Health Services within the cities' Extraterritorial Jurisdiction (ETJ).

Thereupon, a motion was made, seconded and carried with a majority vote of the court authorizing the Interlocal Agreement with the City of Blue Ridge for the Enforcement of Environmental Health Services within the cities' Extraterritorial Jurisdiction (ETJ) and further authorize County Judge to execute same. Same is hereby approved as per the attached documentation.

[Signature]

John Horn, County Judge

[Signature]

Eric Evans, Commissioner, Pct. 1

[Signature]

Tod McMahan, Commissioner, Pct. 2

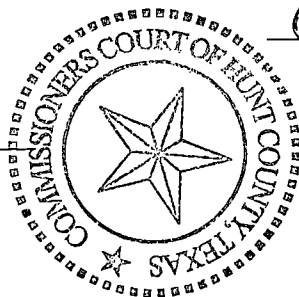
[Signature]

Phillip Martin, Commissioner, Pct. 3

[Signature]

Jim Latham, Commissioner, Pct. 4

ATTEST:
[Signature]
Clerk of Commissioners' Court
Hunt County, Texas



STATE OF TEXAS

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KNOWN ALL MEN BY THESE PRESENTS

HUNT COUNTY

**CITY-COUNTY ENVIRONMENTAL HEALTH SERVICES AGREEMENT
(Exclusive County Control)**

This Interlocal Cooperation Agreement ("Agreement"), made and entered into on the day and date last hereinafter written by and between the City of Blue Ridge, hereinafter called "City", acting by and through its Mayor, being duly authorized by Resolution of the City Commission of the City of Blue Ridge, Texas, a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim, and the Hunt County Health Department, hereinafter referred to as "County", acting by and through its representative, being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for and in consideration of the mutual promises and considerations herein expressed, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

County agrees and does hereby agree to perform the following services in and for the City of Blue Ridge, Texas:

1. Inspect food service establishments and temporary event vendors within the City of Blue Ridge's Extraterritorial Jurisdiction.
2. Follow up on serious violations to determine if corrections are made in a timely manner and take appropriate legal action if corrections are not made.
3. Perform licensing program including notifying each establishment of license expiration and violation of regulations.
4. Investigate complaints of a public health nature.
5. Enforce Texas Food Establishment Rules (25 Texas Administrative Code, Chapter 228 and 229).
6. Provide copies of files and records of each establishment to the City.
7. Collect and control all fees, fines and service charges related to work performed by the Health Department.
8. Perform responsibilities as designated representative pertaining to on-site sewage facilities and review of proposed subdivisions utilizing on-site sewage facilities.

City agrees and does hereby agree to perform the following functions in order to assist the County in the performance of services for the City:

1. Maintain files and records that have been provided to City by County for each establishment.
2. Cooperate with and assist Health Department Personnel while performing duties in and for the City of Blue Ridge's Extraterritorial Jurisdiction.
3. Submit for approval subdivision plans involving individual on-site sewage facilities for final disposal. Approval based on Texas Commission on Environmental Quality On-Site Sewage Facility Regulations.

Term. The terms of this agreement is for a period of one (1) year, commencing on the ____ day of _____, 2017. This agreement shall automatically renew annually, unless cancelled or modified at any time by either party hereto by giving written notice to the other party at least ninety (90) days prior to the expiration of the current term.

Breach. The failure of either party to comply with the terms and conditions of this Agreement will constitute a breach of this Agreement. Either party will be entitled to any and all rights and remedies allowed under Texas law for any breach of this Agreement by the other party.

Non-Waiver. The waiver by either party of a breach of this Agreement will not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Agreement is intended by either party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.

In the event any section, subsection, paragraph, sentence, phrase or work of this Agreement shall be held invalid, illegal or unconstitutional, the balance of the Agreement shall be severable and shall be enforced as if the parties intended to delete the invalid portion.

Venue. This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be Hunt County, Texas. This Agreement is performable in Hunt County, Texas.

Counterparts. This Agreement may be executed in identical counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all prior or contemporaneous, oral or written agreements between the parties relating to the subject matter hereto.

Recitals. All Recitals contained in this Agreement are incorporated herein by reference for all purposes and specifically found to be true and correct by the parties hereto.

Authority. The undersigned officers of the parties hereto have been duly authorized by appropriate legislative action of their respective governing bodies to execute this Agreement and bind the represented party to the terms hereof.

This Agreement is not intended to and does not extend the liability of the parties beyond that provided by law. Neither the City nor the County waives any immunity or defense that would

otherwise be available to it against claims by third parties. The City and County are not entering into a joint enterprise.

WITNESS OUR HANDS TO TRIPLICATE COPIES, each of which shall have full force and dignity as an original, this ____ day of _____, 2017.

CITY OF BLUE RIDGE, TEXAS

By: _____

Name: _____

Title: _____

ATTEST :

Date: _____

HUNT COUNTY HEALTH DEPT.

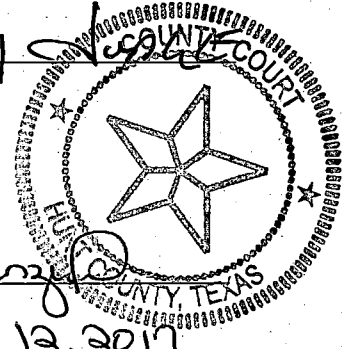
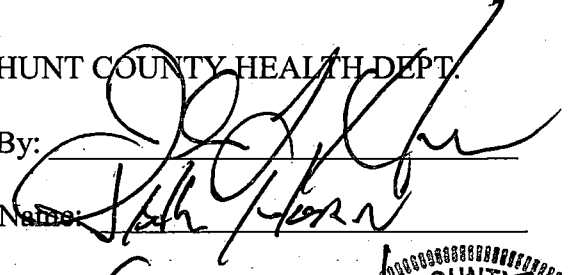
By: _____

Name: _____

Title: _____

ATTEST:

Date: December 12, 2017



COURT ORDER NO. 2017-_____

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DEC 12 2017

#14,910

JENNIFER LINDEN
County Clerk, Hunt County, Texas
By: *Jennifer Linden*

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OF TEXAS

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Jim Latham, Commissioner, Pct. 4

ATTEST:
[Signature]

Clerk of Commissioners Court
Hunt County, Texas

STATE OF TEXAS

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HUNT COUNTY

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(Exclusive County Control)**

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Term. The terms of this agreement is for a period of one (1) year, commencing on the 21st day of DECEMBER, 2017. This agreement shall automatically renew annually, unless cancelled or modified at any time by either party hereto by giving written notice to the other party at least ninety (90) days prior to the expiration of the current term.

Breach. The failure of either party to comply with the terms and conditions of this Agreement will constitute a breach of this Agreement. Either party will be entitled to any and all rights and remedies allowed under Texas law for any breach of this Agreement by the other party.

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otherwise be available to it against claims by third parties. The City and County are not entering into a joint enterprise.

WITNESS OUR HANDS TO TRIPLICATE COPIES, each of which shall have full force and dignity as an original, this 21st day of DECEMBER, 2017.

CITY OF BLUE RIDGE, TEXAS

By: Rhonda Williams

Name: RHONDA WILLIAMS

Title: MAYOR

HUNT COUNTY HEALTH DEPT.

By: [Signature]

Name: [Signature]

Title: County Clerk

ATTEST:

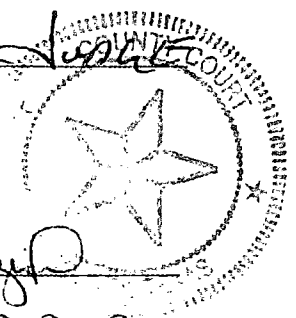
[Signature]

Date: DECEMBER 21, 2017

ATTEST:

[Signature]

Date: December 12, 2017



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at 11:30 o'clock a M

JAN 26 2018

JENNIFER LINDENZWANG
County Clerk, Hunt County, TX
By: [Signature]