

**INTERLOCAL AGREEMENT FOR  
NUISANCE INSPECTION SERVICES**

STATE OF TEXAS           §  
  §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TRAVIS       §

This Contract made this 24~~th~~ day of August, 2001, by and between the City of Pflugerville, Texas ("City") and Williamson County and Cities Health District ("Inspector"),

WITNESSETH:

In consideration of the premises, covenants and undertakings of the parties hereinafter recited, the parties agree as follows:

Section 1. Term.

1.1     The term of this contract shall commence on September 1, 2001, and terminate on September 31, 2002. It will then be renewed automatically for successive periods of one year unless either party gives written notice of non-renewal to the other at least sixty (60) days prior to the expiration date or the anniversary of the expiration date, as the case may be.

1.2     In addition to termination of this contract by virtue of the completion of the term of said contract, either party may terminate this contract effective the last day of any month during the term of the contract by giving notice of its intent to terminate not less than thirty (30) days prior to such effective date of termination.

Section 2. Services.

2.1     Inspector agrees to:

a.     make inspections and investigations of nuisance conditions as required or requested by the City to assist the City in enforcement of nuisance related issues in accordance with the requirements of the City of Pflugerville, Texas Code of Ordinances, Chapter 92, ("Nuisance Ordinance"), as adopted by the City of Pflugerville, and as hereafter amended, and all state health and safety code requirements related to nuisances within twenty-four (24) hours after the request is made by the City or as otherwise agreed by the City and the Inspector;

b.     assist the City Building Official in efforts to enforce the City's Nuisance Ordinance and all applicable local, state, and federal rules, regulations, and laws;

c.     make written inspection reports and deliver such reports to the City Building Official within two business days following the inspection;

e. maintain a file for each inspection or investigation conducted under this Contract; and

f. testify at trial or deposition regarding inspection and investigations as requested by the City.

2.2 The performance of work and services pursuant to the requirements of this contract must conform to generally acceptable standards for registered professional sanitarians.

2.3 All of the services required under this Contract must be performed by Inspector, or under its supervision, and all personnel engaged in the work must be fully qualified and must be authorized under state and local law to perform such services.

2.4 None of the services may be subcontracted without the prior written approval of the City.

2.5 Inspector represents that it has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel may not be employees of, or have any contractual relationship with the City, and Inspector will be an independent contractor.

Section 3. Indemnity. To the extent allowed by law, Inspector must indemnify, save harmless, and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees incident to any work done in the performance of this contract arising out of a willful or negligent act or omission of Inspector, his officers, agents, servants, and employees.

Section 4. Self Insurance. The City acknowledges that Inspector is self-insured for some losses at the execution of this agreement and that Inspector does not have liability insurance coverage for the services described in Section 2.

Section 5. Compensation.

5.1 City agrees to pay Inspector for services, according to the fee schedule attached hereto and made a part hereof.

5.2 Billings shall be itemized and submitted to City on or about the last day of each month, and payment by the City shall be due and payable on or before the 10<sup>th</sup> day of the following month.

Section 6. Notices. Any notices required or desirable hereunder shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States Postal Service, postage prepaid, return receipt requested, addressed to the City as follows:

City of Pflugerville  
Attention: City Building Official  
P. O Box 589  
Pflugerville, Texas 78660

Such notice to Inspector shall be addressed as follows:

Paulo C. Pinto, Director  
Williamson County Health District  
Environmental Services Division  
~~P. O. Box 570~~ **303 MAIN ST.**  
Georgetown, Texas 78627

Section 7. General Provisions.

7.1 Inspector may not assign this contract, or any interest in said contract, without City's prior written consent.

7.2 All remedies permitted hereunder are cumulative, not alternative. Waiver of any default herein is not a waiver of a subsequent default.

7.3 This contract shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns where permitted by this contract.

7.4 This contract embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein or by other written agreement. If any provision herein is invalid, it shall be considered deleted herefrom, and shall not invalidate the remaining provisions.

7.5 This contract is executed in Texas and is in accordance with the law of Texas.

IN WITNESS WHEREOF, the undersigned Inspector and City have executed this agreement by and through their duly authorized representatives on this the August 24, 2001.

WILLIAMSON COUNTY AND CITIES  
HEALTH DISTRICT

By: Karen Wilson  
Karen Wilson, Director

CITY OF PFLUGERVILLE

By: G. Scott Winton  
G. Scott Winton, Mayor

## **FEE SCHEDULE**

Fees to be paid to the Inspector by the City pursuant to Section 5 of the Interlocal Agreement for Nuisance Inspection Services:

\$60.00 per inspection for inspections.

\$30.00 per hour for services other than inspections, including deposition and trial testimony.