

## INTERLOCAL AGREEMENT

THE STATE OF TEXAS

§

COUNTY OF TARRANT

§

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This Interlocal Agreement is between **TARRANT COUNTY ("COUNTY")**, and the **Town OF Westlake ("Town")**.

WHEREAS, **Westlake** is requesting the **COUNTY's** assistance in providing

- x Food establishment inspection program services
- ☒ Public swimming pool and spa inspection program services
- ☒ Both Food establishment and Public swimming pool and spa inspection program services

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the Parties to enter into this Agreement.

WHEREAS, the Commissioners Court of the **COUNTY** finds this Agreement service a public purpose.

NOW, THEREFORE, the **COUNTY** and **Town** agree as follows:

### TERMS AND CONDITIONS

#### 1. COUNTY RESPONSIBILITY

The **COUNTY** shall provide

Food establishment inspection program services:

- Provide services, through Tarrant County Public Health, to all public food establishment located within the corporate limits of the **Town**;
- Plan review and conduct Health opening approval inspection, routine inspection, follow-up inspections, complaint investigations;
- Provide certification of establishment for issuance of health permits;
- Notify the **Town** of violations of the current rules or rules as amended by the Executive Commissioner of Health and Human Services Commission found in 25 Texas Administrative Code, Chapter 228, regarding the regulation of food establishments;
- Provide appropriate signs to be posted at public food establishment that do not meet the required standards;
- Document program activities within the **Town** via periodic reports;
- Collect fees from the inspected establishment;
- Inform **Town**, in writing, of any fee schedule changes immediately following Tarrant County Commissioner's Court approval; and
- When required by law, verify food establishment manager training and food handler training and certifications.

For Public swimming pool and spa inspection program services:

- Provide services, through Tarrant County Public Health, to all public and semi-public swimming pools, spas, and interactive water features located within the corporate limits of the **Town**;
- Plan review and conduct Health opening approval inspection, routine inspection, follow-up inspections, complaint investigations;
- Provide certification of establishment for issuance of health permits;
- Notify **Town** of violations of current rules or rules as amended by the Executive Commissioner of the Health and Human Services Commission for Standards for Public Pools and Spas (Texas Administrative Code, Title 25, Chapter 265, Subchapter L), Public Interactive Water Features and Fountains (Texas Administrative Code, Title 25, Chapter 265, Subchapter M) and Pool Yard Enclosures (Texas Health and Safety Code Chapter 757);
- Provide appropriate signs to be posted at public swimming pool and spa establishment that do not meet the required standards;
- Document program activities within the **Town** via periodic reports;
- Collect fees from the inspected establishment;
- Inform **Town**, in writing, of any fee schedule changes immediately following Tarrant County Commissioner's Court approval; and
- When require by law, verify pool operator training certification.

## 2. CITY RESPONSIBILITY

For Food establishment inspection program services

- Adopt the current rules or rules as amended by the Executive Commissioner of the Health and Human Services Commission found in 25 Texas Administrative Code, Chapter 228, regarding the regulation of food establishments;
- Designate the Medical Director of Tarrant County Public Health Department as the Health Authority for the purposes of this agreement;
- Require all food establishments within the corporate limits of the **Town** to maintain a valid health permit;
- Agree all health permits fees are enforceable within thirty (30) days of approval of the Tarrant County Commissioner's Court;
- Revise **Town** code/ordinance, where applicable, to adopt changes to the fees;
- Inform Tarrant County Public Health Manager for Environmental Health when code/ordinance are modified and when the updates are complete;
- Assign Tarrant County Public Health authority to collect health permit fees from permit applicants; and
- When required by law, require facilities to have certified food mangers and food handlers.

For Public swimming pool and spa inspection program services

- Adopt the current Texas Health and Safety Code, Title 5, Subtitle A, Chapter(s) 341.064, 341.0645 and 341.0695; Texas Health and Safety Code, Title 1, Chapter 1 Section 1.005, and Texas Health and Safety Code, Title 9, Subtitle A, Chapter 757;
- Adopt the current rules or rules as amended by the Executive Commissioner of the Health and Human Services Commission for Standards for Public Pools and Spas (Texas Administrative Code, Title 25, Chapter 265, Subchapter L), Public Interactive Water Features and Fountains (Texas Administrative Code, Title 25, Chapter 265, Subchapter M) and Pool Yard Enclosures (Texas Health and Safety Code Chapter 757);
- Designate the Medical Director of Tarrant County Public Health as the Health Authority for the purposes of this agreement;
- Require all public and semi-public swimming pools/spas within the corporate limits of the **Town** to maintain a valid health permit;
- Agree all Health permit fees are enforceable within thirty (30) days of approval of the Tarrant County Commissioner's court;
- Revise **Town** code/ordinance, where applicable, to adopt changes to the fees;
- Inform Tarrant County Public Health Manager for Environmental Health when code/ordinance are modified and when the updates are complete;
- Assign Tarrant County Public Health authority to collect health permit fees from permit applicants;
- Be responsible for enforcement of the **Town's** ordinances; and
- When required by law, require facilities to have certified pool/spa operators.

### 3. CITY ENFORCEMENT

If during an inspection of a food facility, pool or spa, Tarrant County Public Health Department personnel notices a violation of the **Town's** code, the Tarrant County Public Health Department shall notify the appropriate City official. The **Town** shall be responsible for the enforcement of the **Town's** health ordinances. The **COUNTY** shall make available for testimony **COUNTY** personnel whose testimony may be required to support such enforcement action in accordance with the procedures established by CITY MUNICIPAL COURT for the appearance of law enforcement officers.

### 4. NO WAIVER OF IMMUNITY

This Agreement does not waive **COUNTY** rights under a legal theory of sovereign immunity.

### 5. THIRD PARTY

This Agreement shall not be interpreted to inure to the benefit of a third party not a party of this Agreement. This Agreement shall not be interpreted to waive

any statutory or common law defense, immunity, or any limitation of liability, responsibility or damage of any party to this Agreement, party's agent or party's employee, otherwise provided by law.

**6. EXCLUSION OF INCIDENTAL DAMAGES**

Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY NOR TO ANY PERSON CLAIMING INCIDENTAL, CONSEQUENTIAL, SPECIAL PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, including lost profits, loss of business, or other economic damage and further including injury to property, mental anguish, or emotional distress.

**7. JOINT VENTURE & AGENCY**

The relationship between the parties to this Agreement does not create a joint venture between the parties. The Agreement does not appoint any party as agent for the other party.

**8. GOVERNING LAW AND VENUE**

This Agreement shall be interpreted under the laws of State of Texas. The venue for any lawsuit arising out of this Agreement will be in the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in State Court.

**9. ASSIGNMENT**

This Agreement shall not be assigned or transferred and that any attempt to assign or transfer this Agreement or any of its rights or obligations shall be null and void.

**10. SEVERABILITY**

If any court determines any provision in this Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect.

**11. COMPLIANCE WITH LAWS**

In providing the services required by the Agreement, Town must observe and comply with all applicable federal, state, and local statutes, ordinances, rules and regulations, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Town shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

**12. EFFECTIVE DATE**

This Agreement become effective when signed by the last party whose signing makes the Agreement fully executed.

**13. TERM**

This Agreement shall begin upon the approval of both the Town Council and the Tarrant County Commissioner's Court and shall continue until canceled by either party with a minimum of 90 days written notice to the other party.

**14. AMENDMENT**

No amendment, modification or alternation of the terms of this Agreement shall be binding unless the same is in writing and signed by both parties.

**15. TERMINATION**

Either party may terminate this Agreement without cause by providing written notice of intent to terminate at least ninety (90) days prior to the intended date of termination. Written notice of intent to terminate shall be sent by certified mail, return receipt requested, to the other party at its address:

Addresses:


Tarrant County Public Health  
Attn: Environmental Health Division Manger  
1101 S. Main St.  
Fort Worth, Texas 76104

**Town of Westlake**  
Attn: Town Manager  
1500 Solana Blvd.,  
Bldg 7, Ste 7200

Executed this 9th day of October, 2023.

**Town of Westlake**

**STATE OF TEXAS**  
**COUNTY OF TARRANT**


By:   
Name: Sean Kilbride  
Title: Mayor, Town of Westlake

By: \_\_\_\_\_  
Tim O'Hare  
County Judge

Date: \_\_\_\_\_ Date: \_\_\_\_\_

APPROVED AS TO FORM:


APPROVED AS TO FORM:

By:   
Name: Stan Lowry  
Title: Town Attorney  
Date: 10.9.23

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

ATTEST:

By:   
 Name: Amy Piukana  
 Title: Town Secretary  
 Date: 10.9.23

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

DESCRIPTION OF SERVICES

EH FEE SCHEDULE

<u>CONSUMER HEALTH</u>	Special Fund: F223
Annual Public Pool & Spa permit fee	\$ 315.00
Pool Plan Review & Opening Inspection**	\$ 200.00
Contractual Inspections - School Districts (avg \$150 per site visit)**	\$ 150.00
Food Service Permit: less than 500 sq. ft.	\$ 400.00
Food Service Permit: >500 =<less than 1500 sq. ft.	\$ 500.00
Food Service Permit: >1500 =<less than 3000 sq. ft.	\$ 600.00
Food Service Permit: >3000=<less than 6000 sq. ft.	\$ 700.00
Food Service Permit: >6000 sq. ft. or above	\$ 800.00
Food Service Permit: Adjunct Food Service	\$ 500.00
Food Service Permit: Adjunct Food Store - <less than 5000 sq. ft.	\$ 500.00
Food Service Permit: Adjunct Food Store - >5000 sq. ft. or above	\$ 600.00
Food Service Permit: Catering Operation	\$ 700.00
Food Service Permit: Child Care Facility	\$ 500.00
Food Service Permit: School Cafeteria w/ Contract	\$ 250.00
Food Service Permit: Commissary (non-prep)	\$ 400.00
Food Service Permit: Commissary (prep.)	\$ 600.00
Food Service Permit: Food Court	\$ 600.00
Food Service Permit: Mobile Unit (prepackaged)	\$ 400.00
Food Service Permit: Mobile Unit (preparation of food)	\$ 600.00
Food Service Permit: Mobile Unit (push cart)	\$ 600.00
Farmers Market	\$ 100.00
Food Store: <less than 5000 sq. ft.	\$ 600.00
Food Store: >5000 sq. ft. or above	\$ 800.00
Food Late Fee: 1-30 days	10% of fee
Food Late Fee: 31-60 days	20% of fee
Food Late Fee: 61-90 days	30% of fee
Plan Review: >1500 sq. ft. or above	\$ 200.00
Plan Review: <1500 sq. ft. or below	\$ 100.00
Temporary Food Establishment 1-5 Days**	\$ 35.00
Temporary Food Establishment 6-14 Days	\$ 70.00
Required/Requested Reinspection	\$ 75.00
<u>MISCELLANEOUS - CONSUMER/ENVIRONMENTAL HEALTH</u>	No Fee Changes, Fund: PH-T04

<b>Duplicate Permits**</b>	<b>\$ 15.00</b>
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\*\*indicates no fee increase

**TOWN OF WESTLAKE  
RESOLUTION NO. 23-63**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE,  
TEXAS, AUTHORIZING AN INTERLOCAL AGREEMENT WITH TARRANT  
COUNTY FOR A PUBLIC HEALTH PROGRAM.**

**WHEREAS**, the Westlake Town Council finds that an interlocal agreement with Tarrant County Public Health Department is necessary for health inspections for restaurants; and

**WHEREAS**, the cost for services is included in the fees to cover administering food establishment permitting and inspections associated with it; and

**WHEREAS**, the Town Council finds that the passage of this resolution is in the best interest of the citizens of Westlake.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE  
TOWN OF WESTLAKE, TEXAS:**

**SECTION 1:** That, all matters stated in the Recitals hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

**SECTION 2:** That the Town Council of the Town of Westlake hereby authorizes the Mayor to execute the agreement with Tarrant County Public Health as shown on attached Exhibit "A".

**SECTION 3:** If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

**SECTION 4:** That this resolution shall become effective from and after its date of passage.

**PASSED AND APPROVED ON THIS 9th DAY OF OCTOBER 2023.**



\_\_\_\_\_  
Sean Kilbride, Mayor

ATTEST:



\_\_\_\_\_  
Amy M. Piukana, Town Secretary



APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read 'L. Stanton Lowry', written over a horizontal line.

L. Stanton Lowry, Town Attorney

10242023

APPROVED AS TO FORM:

*Kimberly Colliet Wesley*  
Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.