

**INTERLOCAL AGREEMENT
FOR PUBLIC HEALTH AUTHORITY INSPECTION SERVICES**

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

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

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

- ☐ 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 **CITY** 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 **CITY**;
- 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 **CITY** 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 **CITY** via periodic reports;
- Collect fees from the inspected establishment;
- Inform **CITY**, 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 **CITY**;
- 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 **CITY** 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 **CITY** via periodic reports;
- Collect fees from the inspected establishment;
- Inform **CITY**, 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 **CITY** 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 **CITY** 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 **CITY** 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 **CITY** 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 **CITY'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 **CITY's** code, the Tarrant County Public Health Department shall notify the appropriate City official. The **CITY** shall be responsible for the enforcement of the **CITY'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'S MUNICIPAL COURT for the appearance of law enforcement officers.

4. RESPONSIBILITY

COUNTY and **CITY** agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to **COUNTY** and **CITY** or their respective officials, officers, employees, or agents under

Texas or other law and without waiving any available defenses under Texas or other law.

5. NO WAIVER OF IMMUNITY

This Agreement is expressly made subject to **COUNTY'S** and **CITY'S** Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that **COUNTY** or **CITY** has by operation of law or otherwise.

6. NO THIRD-PARTY BENEFICIARY

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

7. 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.

8. 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.

9. 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 in the State District Courts of Tarrant County, Texas if the matter arises in State Court.

10. 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.

11. 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.

12. COMPLAINT WITH LAWS

In providing the services required by the Agreement, **CITY** 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. **CITY** shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

13. EFFECTIVE DATE

This Agreement become effective when signed by the last party whose signing makes the Agreement fully executed and the approved by both the Colleyville City Council and the Tarrant County Commissioner's Court (the "Effective Date").

14. FUNDING

Notwithstanding any provisions contained herein, the obligations of **COUNTY** and **CITY** under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement and any extensions thereto. **COUNTY** and **CITY** shall have no right of action against the other party in the event the other party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the term. In the event that **COUNTY** or **CITY** is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, each party, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the other party at the earliest possible time.

15. TERM

This Agreement shall begin upon the Effective Date and shall continue until terminated by either party in conformance with this section. 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.

16. 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.

17. NOTICE

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person or by Certified Mail, Return Receipt Requested, postage pre-paid, to the party who is to receive such notice at the addresses set forth below. Such notice shall be deemed to have been

given three (3) business days subsequent to the deposit of the notice in the United States mail in accordance herewith. The names and addresses of the parties' hereto to whom notice is to be sent are as follows:

For **COUNTY**:

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

For **CITY**:

City of Colleyville
Attn: City Manager
100 N. Main St.
Colleyville, Texas 76034

Executed as of the dates of the parties' signatures set forth below.

CITY OF COLLEYVILLE

By: _____

Jerry Ducay
City Manager

Date: 12/6/2023

STATE OF TEXAS
COUNTY OF TARRANT

By: _____

Tim O'Hare
County Judge

Date: _____

APPROVED AS TO FORM:

By: _____

Whitt Wyatt
City Attorney

Date: 12/5/23

ATTEST:

By: _____

Christine Loven
City Secretary

Date: 12/6/2023

Approved by

DEC 05 2023

Colleyville
City Council

Resolution R-23-4900

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
Duplicate Permits**	\$ 15.00

**indicates no fee increase

11172023

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.