

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
ARANSAS COUNTY, TEXAS, THE TOWN OF FULTON, TEXAS, FOR
ARANSAS COUNTY TO PROVIDE RETAIL FOOD ESTABLISHMENT
REGULATION AND ENFORCEMENT SERVICES**

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into by and between the **COUNTY OF ARANSAS, TEXAS** (“COUNTY”), the **TOWN OF FULTON, TEXAS** (“TOWN”), with each sometimes referred to herein as a “PARTY” or collectively as the “PARTIES,” and each being political Subdivisions of the State of Texas, acting by and through its duly elected officials, under the terms, authority, and provisions of Chapter 791 of the Government Code of the State of Texas, which authorizes such agreements.

WHEREAS, pursuant to provisions of the Texas Government Code Chapter 791, the Interlocal Cooperation Act, the PARTIES are authorized to enter into a contract with each other to perform governmental functions and services; and;

WHEREAS, Section 121.003 of the Texas Health & Safety Code authorizes Cities and Counties to cooperate and provide health related services; and,

WHEREAS, the COUNTY has established and maintains an Environmental Health Department and employs at least one qualified individual trained by a health authority who is authorized to issue citations for violations of laws and orders when reasonably necessary to protect the public health as authorized by Section 121.003 of the Texas Health & Safety Code; and,

WHEREAS, TOWN does not have an environmental health department or health inspector; and,

WHEREAS, TOWN desires for COUNTY to provide services and to regulate and enforce food establishment regulations; and,

WHEREAS, COUNTY desired to enter into this Agreement to provide the needed services.

NOW, THEREFORE, COUNTY and TOWN both finding that this Agreement is necessary for the benefit of the public, and in consideration of the mutual covenants and agreements herein contained, do mutually agree to the following:

1. **Purpose and Public Benefit:** The purpose of this Agreement is for the PARTIES to work together to improve public health and safety. The rights and responsibilities of each PARTY are described below. The governing bodies of each PARTY find that the services, the subject of this Agreement, are necessary for the benefit of the public, that each PARTY has the legal authority to perform the duties described herein, and that the performance of this agreement is in the common interest of the PARTIES.

2. Term: This Agreement shall be effective on March 1, 2026 and shall remain in effect until December 31, 2026. If the PARTIES desire to extend beyond this Term, a new Agreement shall be accepted and signed by both PARTIES prior to the termination of this Agreement.

3. TOWN Authorization, Duties, and Responsibilities: ~~TOWN hereby authorizes COUNTY personnel, acting pursuant to Chapter 791 of the Texas Government Code and applicable provisions of the Texas Health & Safety Code and Texas Food Establishment Rules (25 Texas Administrative Code Chapter 228), to perform the Services described herein within the municipal limits of TOWN. COUNTY personnel shall remain employees of COUNTY and shall not be deemed employees or agents of TOWN for purposes of employment, benefits, supervision, or liability. TOWN shall provide COUNTY with all current ordinances, resolutions, and amendments applicable to retail food establishments and shall promptly notify COUNTY of any changes. TOWN shall be responsible for conducting any administrative hearings required under its ordinances and for assessing and collecting any municipal fines, penalties, or liens arising from enforcement actions. COUNTY shall have no obligation to prosecute violations or collect penalties. TOWN hereby authorizes COUNTY personnel to act as its agent(s) in enforcing State law and local ordinances related to retail food establishments and will provide COUNTY with all up-to-date TOWN ordinances and resolutions. TOWN shall be responsible for scheduling and conducting any law enforcement hearings and assessing and collecting fines and penalties when applicable. TOWN shall also be responsible for handling and liens.~~

4. Scope of Services: COUNTY agrees to provide necessary inspections of retail food service establishments to ensure public health and safety by reviewing compliance with the Texas Food Establishment Rules set forth in 25 Texas Administrative Code, Chapter 228, as amended from time to time. Such inspections will include any business or location where consumable products are prepared, served, or sold, including but not limited to the following: convenience stores; grocery stores; catering operations; and restaurants. The Scope of Services includes the following:

- a) *The Services*. COUNTY shall conduct inspections and administer and enforce State law and TOWN'S ordinances with regard to food establishments (the "Services"). COUNTY shall also issue permits, investigate complaints, and conduct plan reviews. COUNTY shall endeavor to secure voluntary compliance, shall issue necessary notices, and conduct on-site investigations as needed.
- b) *Files*. COUNTY shall prepare and maintain case files on locations and/or businesses and notify TOWN of such inspections and COUNTY'S recommendations regarding whether TOWN should take action.
- c) *Court Proceedings*. COUNTY staff performing the Services described in this Agreement shall be reasonably available to attend court proceeding if necessary.
- d) *No Duty to Prosecute*. COUNTY shall not have any duty to initiate or prosecute any civil or criminal action on any complaint, inspection, or investigation conducted in performance of the Services.

e) No Duty to Assess Penalties, Fines, or Liens. COUNTY shall not have any duty to assess or collect any penalties, fines, or liens relate to the Services.

f) Services provided under this Agreement shall be performed in accordance with applicable state law and subject to the availability of COUNTY personnel and resources. Nothing in this Agreement shall be construed to require COUNTY to dedicate any specific staffing level or guarantee inspection frequency beyond that required by state law.

e) In the event an inspection reveals an imminent health hazard or other condition requiring immediate action under state law, COUNTY personnel may take appropriate enforcement action, including suspension of operations, consistent with applicable regulations. TOWN agrees to support such actions as required by law.

5. Payments from Current Revenues and Notice of Non-Appropriation: Any Party paying for the performance of governmental functions or services must make those payments from current revenues. If at any time a Party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such Party shall endeavor to provide thirty (30) days' notice of its failure to appropriate and, if applicable, its subsequent need to terminate this Agreement.

6. Compensation: Inspection and Permit Fees: In consideration for the Services provided from March 1, 2026 through December 31, 2026, TOWN shall pay COUNTY the total sum of \$1,666.67, payable on or before March 1, 2026.

COUNTY shall have the exclusive right to bill, collect, and retain all inspection, permit, and related fees associated with retail food establishments located within TOWN's jurisdiction. TOWN hereby waives any claim to such fees during the Term of this Agreement. In consideration of the Services under this Agreement, TOWN shall:
~~Pay COUNTY for Services from March 1, 2026 through December 31, 2026 the amount of \$1,666.67.~~

7. COUNTY'S Rights and Responsibilities:

a) *Fee Collection.*

b) *Reports.*

c) *Permits, certifications, and licenses.*

8. Termination:

a) Termination for Convenience. Either Party may terminate this Agreement for any reason upon ninety (90) days' prior written notice to the other Party.

b) Termination for Default. A Party may terminate this Agreement if another Party commits a Default, as defined below. The non-defaulting Party must provide written notice describing the alleged Default. If the Default is capable of cure, the defaulting Party shall have thirty (30) days after receipt of the notice to cure the Default. If the Default is not cured within that thirty (30) day period, the non-defaulting Party may terminate this

Agreement effective on the thirty-first (31st) day after the defaulting Party's receipt of the notice. If the Default is not capable of cure, termination may be effective thirty (30) days after the defaulting Party's receipt of the notice of termination.

c) *Definition of Default.* "Default" means a Party's failure, without just cause and without prior written notice to the other Parties, to timely remit its pro rata share of the Subsidy in accordance with the terms of this Agreement.

~~a) *Termination, Generally.* Either PARTY may terminate this Agreement upon Ninety (90) days advance written notice to the other PARTY for any reason.~~

10. Status of Employees, Contractors, and Agents: No joint employment is created by this Agreement. The employees, contractors, and agents of the respective PARTIES shall remain solely the employees, contractors, and agents of that respective PARTY.

11. Liability: No Waiver of Immunity:

a) *Limited Hold Harmless by COUNTY.* To the extent permitted by the Constitution and laws of the State of Texas, and subject to the limitations of the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code, COUNTY agrees to be responsible for and shall hold TOWN harmless from claims, damages, or liability arising from the negligent acts or omissions of COUNTY, its officers, agents, or employees in the performance of this Agreement.

b) *Scope and Statutory Limitations.* Any liability of COUNTY under this Section is expressly limited to those claims for which liability is waived by the Texas Tort Claims Act and shall not exceed the statutory damage caps or limitations provided therein or by other applicable law. Nothing in this Agreement shall be construed to expand COUNTY's liability beyond that provided by statute.

c) *No Assumption of TOWN Liability.* COUNTY does not assume liability for the acts or omissions of TOWN, its officers, agents, employees, contractors, or representatives.

~~d) *No Waiver of Immunity.* Nothing in this Agreement shall be construed as a waiver, in whole or in part, of sovereign immunity, governmental immunity, official immunity, or any other immunity, defense, or limitation of liability available to COUNTY under Texas law. ~~*Indemnification and Tort Claim Act*~~~~

13. Notices: Whenever a notice is required to be given in writing and under the terms of this Agreement, such notices shall be delivered or mailed by certified mail, return receipt requested to all PARTIES at the following addresses:

Town of Fulton:	Town of Fulton, Texas
	Mayor Kelli Cole
	P.O. Box 1130

Fulton, TX 78358
Phone: (361) 729-5533
Email: citysec@fultontexas.org

Aransas County: Ray A. Garza
County Judge
308 N. Live Oak St.
Rockport, TX 78382
Phone: (361) 790-0101
Email: judge@aransascounty.org

14. Interpretation of Law, Assignment, and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. No assignment of this agreement or any right accrued hereunder shall be made, in whole or in part, by any Party without the prior written consent of the other Parties. Venue shall be in Aransas County, Texas.

15. Integration and Amendments: This Agreement constitutes the entire agreement between the Parties and may not be amended, altered, modified, or changed in any way, except in writing that is signed by the Parties, which specifically references this Agreement. There are no other agreements, representations, warranties, whether oral or written, regarding the subject matter of this Agreement. Any amendment to this Agreement shall be attached to this Agreement and all of the terms herein that are not specifically addressed in the amendment shall remain in full force and effect.

16. No Third-Party Beneficiaries: Nothing in this Agreement, expressed or implied, is intended to confer upon any person or entity, other than the Parties hereto, any rights or remedies under the terms of this Agreement, except as expressly stated herein.

17. Severability: If any one or more of the sections, sentences, clauses, or parts of this Agreement be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Agreement.

18. Bargaining: The Parties have each had the opportunity to seek independent legal counsel before entering into this Agreement. The language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

19. Counterparts: This Agreement may be executed in any number of counterparts and when each Party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Agreement shall not be binding upon the Parties until signed by all Parties.

20. Authorization: The undersigned officers and/or agents of the respective Party hereto are the properly authorized officials of the Party and have the necessary authority to execute this Agreement on behalf of the Parties hereto. Each Party certifies by signing below that any

