

**INTERLOCAL AGREEMENT
BETWEEN HARRIS COUNTY AND
CITY OF TOMBALL**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into upon signature by all parties ("Effective Date") by and between **Harris County, Texas** ("County"), a body corporate and politic under the laws of the State of Texas, by and through Harris County Public Health ("HCPH") and the **City of Tomball** ("City"), pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ann. §791.001 et seq. County and City are referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS:

WHEREAS, County has developed a wastewater based epidemiology ("WBE") program;

WHEREAS, city desires to use County's WBE program to gain valuable insight into epidemiological trends in its jurisdiction;

WHEREAS, Parties desire to exchange wastewater surveillance data to enhance their understanding of epidemiological trends in the area and to use the data as an indicator to monitor disease outbreaks; and

WHEREAS, Parties find that collaborating will primarily serve a public purpose.

NOW, THEREFORE, the Parties, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS:

ARTICLE I. PURPOSE

The purpose of this Agreement is to describe each Party's role for the coordination of wastewater testing, analysis, and subsequent exchange of information between the Parties through the WBE program, a program developed by HCPH designed to test and analyze wastewater data. This data will be shared between the Parties, and the Parties will use the information to efficiently allocate resources and coordinate outreach to improve the health of residents and to mitigate future disease surges. The specific Scope of Work for this project is found in Attachment A, attached hereto and incorporated herein by reference.

ARTICLE II. CITY DUTIES

During the term of this Agreement, the City agrees to:

- A. Allow the County to access its wastewater facilities and collect influent wastewater samples (the "Samples"), subject to the presence and supervision of the City's Operator.
- B. Appoint a point of contact for County to coordinate supervised site visits in order to collect Samples at regular intervals, but not less than once per week.
- C. Secure, store, and use the data elements listed in Attachment A (the "Data") in a manner that complies with federal, state, and local law.

ARTICLE III. COUNTY DUTIES

During the term of this Agreement, the County agrees to:

- A. Collect Samples from City wastewater facilities at regular intervals and in coordination with and under the supervision of the City's Operator, but not more than twice per week. City shall provide County with the contact information for its Operator for purposes of this Agreement.
- B. Promptly test Samples using its wastewater testing program.
- C. Promptly provide the Data to City at regular intervals.
- D. Promptly inform City if there is an expected or ongoing outage to the data receiving process.
- E. The County will handle all aspects of the installation, maintenance, and removal of wastewater samplers. Installation will be coordinated with the wastewater treatment plant's operators to select a mutually convenient time, typically aimed for the morning hours. The City will not be responsible for any part of the installation or maintenance process. In the event that the City elects to discontinue participation in the program, as stated in Article IV below, a 30-day notice is required to allow the County sufficient time to arrange for the removal of the sampler. Notwithstanding the foregoing, the County may, at its discretion, accommodate a reduced notice period of 30 days if requested. During both installation and removal, the County will adhere to all relevant safety and compliance protocols.

ARTICLE IV. TERM AND TERMINATION

The term of this Agreement commences on the Effective Date and lasts until a year minus a day from the Effective Date ("Initial Term"), unless sooner terminated pursuant to the terms herein contained. This Agreement will automatically renew on the same terms and conditions for four additional one-year terms (each a "Renewal Term") unless it is terminated by either Party by giving the other Party prior written notice of its intention to terminate not less than thirty (30) days prior to the expiration of the term of this Agreement. Notwithstanding the foregoing, either Party may terminate

this Agreement at any time during the Initial Term or any Renewal Term, with or without cause, upon thirty (30) days' written notice to the other Party.

ARTICLE V. LIMIT OF APPROPRIATION

- A. It is agreed that the Parties will not charge a fee for any information disclosed pursuant to this Agreement.
- B. Each Party is responsible for its costs for performance under this Agreement.
- C. Nothing in this Agreement will be construed as obligating a Party to expend funds or to provide resources or be involved in any obligation for future payment of money or provision of resources.
- D. Any funds appropriated under this Agreement will be from current revenue.

ARTICLE VI. NOTICE

All notices and communications permitted or required under this Agreement are to be mailed by United States Postal Service, certified mail, return-receipt requested, to the following addresses:

FOR HARRIS COUNTY: All notices and communications must be mailed as follows:

FOR THE COUNTY:

1111 Fannin Street
Houston, TX 77002
Attention: Executive Director

FOR THE CITY:

501 James St.
Tomball, TX 77375
Attn: Drew Huffman

These addresses may be changed upon giving prior written notice to the other Party. All mailed notices and communications which have been properly addressed are deemed given and complete upon depositing them in the United States Mail.

ARTICLE VII. SAMPLER SPECIFICATIONS

A. Wastewater Sampler Equipment

- i. HCPH will acquire and place the wastewater sampler in the City.
- ii. There are at least two different models that may be placed, with specifications as follows:
 - a. Teledyne Sampler: The sampler measures 32 inches in length, 29 inches in width, and 52 inches in height. These dimensions make it suitable for installation in various locations, including compact spaces. <https://store.teledyneisco.com>
 - b. Hach Sampler: The sampler has dimensions of 30 inches in length, 32 inches in width, and 51 inches in height. This sampler size has suitable space for sample collection and storage. <https://www.hach.com/>

B. Wastewater Sampler Equipment Placement

- i. The sampler(s) will be placed according to the following considerations:
 - a. Strategic Positioning: Samplers are strategically positioned at the influent of the wastewater facility. Placing the sampler at this location ensures easy access to raw, pretreated water, allowing for accurate sampling and analysis. HCPH will ensure that the vinyl tubing is not near the pump and only submerged five (5) inches into the influent.
 - b. Accessibility: Placement of the samplers at the influent also facilitates the sampling process, as it eliminates the need to transport samples over long distances, minimizing the risk of contamination or sample degradation.

C. Wastewater Sampler Requirements

- i. The Sampler requires the following to operate as intended:
 - a. Power Supply: The sampler requires uninterrupted access to a power outlet. These power outlets should be easily accessible and located in proximity to the sampling site to minimize the need for long extension cords or additional wiring.
 1. Power Requirements (Hz): 50 - 60 Hz
 2. Power Requirements (Voltage): 115 V

3. Power Supply: 115 V
 4. Extension Cord Usage: In cases where the existing power outlet is not within reach of the sampler, an extension cord may be used to connect the sampler to the power source.
- D. High-quality extension cords rated for outdoor use to prevent electrical hazards and ensure reliable power transmission are required. HCPH will provide the appropriate extension cord if the City does not have one available for use.
- i. Reliability: Given the critical nature of sampling operations, a reliable power supply is essential to maintain continuous refrigeration and pump operations. Backup power sources or contingency plans should be in place to mitigate the risk.
- E. Wastewater Sampler Equipment Components
- i. Refrigeration Unit: Each sampler is equipped with a refrigeration unit to maintain sample integrity and prevent degradation due to temperature fluctuations. This feature is crucial for preserving the quality of the samples, especially in environments with varying temperatures.
 - a. Sampling Mechanism: The samplers utilize a pump system connected to $\frac{3}{4}$ inch tubing, which is submerged in the influent. The pump draws water from the influent and fills a sample container located within the unit. This automated sampling process ensures consistent and reliable sample collection over time.
 - b. Sampling Frequency: Sampling occurs at regular intervals, with samples being collected once every hour over 24 hours. This frequent sampling schedule allows for comprehensive monitoring of water quality parameters, capturing any fluctuations or trends that may occur throughout the day.
- F. Wastewater Sample Collection Process
- i. Sample Retrieval: After each 24-hour sampling cycle, a trained field technician retrieves the samples from the samplers. During this process, the technician carefully inspects the samplers for any signs of malfunction or irregularities, ensuring that the sampling equipment is functioning properly.
 - ii. Maintenance and Resetting: Following sample retrieval, the technician performs routine maintenance tasks and resets the sampler for the next sampling cycle. This proactive approach to equipment maintenance helps minimize downtime and ensures continuous operation of the sampling system.

ARTICLE VIII. DATA SHARING

- A. Data Sharing. HCPH will share City's collected data in a timely manner, adhering to a secure file transfer protocol (SFTP) as a safety measure for file access, file sharing, and file

management between both parties. City will share facility service area maps and flow rate data with HCPH in a timely manner. HCPH will ensure data integrity and accuracy before any public dissemination.

- B. Public-Facing Dashboard. HCPH will create and maintain a public-facing dashboard that displays general trends derived from the wastewater surveillance data. The dashboard will include visual representations of data trends, such as graphs and color-coded maps, to enhance public understanding. To protect privacy, only aggregate data points related to individual wastewater facility City will be presented.
- C. Data Use and Privacy. Wastewater data is inherently deidentified and cannot be linked to any specific individual. The data provided to HCPH is aggregated and does not contain personally identifiable information. All data shared publicly will be aggregated to protect the identity and privacy of individuals. HCPH will share data with partnering wastewater facility prior to it being published on the dashboard. HCPH will adhere to all relevant data privacy laws and regulations in the handling and dissemination of data.
- D. Review and Updates. The effectiveness of the public messaging and dashboard will be reviewed periodically by HCPH and City. This article may be updated as needed, with the consent of all parties, to reflect changes in public health priorities or data utilization practices.
- E. Duration and Termination. Upon termination of the Agreement according to the terms contained herein all public messaging and dashboard updates will cease. The wastewater data collection is ongoing, with samples being collected weekly from each site. Data for the entire sampling period will be archived and available for viewing.

ARTICLE IX. GENERAL PROVISIONS

- A. Amendment. This Agreement may be amended only by an instrument in writing that is signed by the Parties. Amendments will be effective on the date stipulated therein.
- B. Change in Law. If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that a Party cannot reasonably fulfill this Agreement, and if the Parties cannot agree to an amendment that would enable substantial continuation of this Agreement, the Parties will be discharged from any further obligations under this Agreement upon ten (10) business days' written notice.
- C. Counterparts. This Agreement may be executed in one or more counterparts, each of which is deemed an original and all of which together constitute one and the same agreement.
- D. Integration. This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous, oral or written, understandings between the Parties with respect to the subject matter hereof.

- E. News Releases or Pronouncements. News releases and publications pertaining to this Agreement that are made by a Party must be approved in writing by all Parties prior to public dissemination. Notwithstanding the foregoing, disclosure of information and/or this Agreement as may be required by the Texas Public Information Act shall not require prior notice or agreement between the Parties.
- F. No Implied Authority. Any authority delegated to one Party by another Party is limited to the terms of this Agreement. No Party shall rely upon implied authority, and specifically, there is no delegated authority under this Agreement to:
- a. Make public policy;
 - b. Promulgate, amend, or disregard any Party's programs or policies; or
 - c. Unilaterally communicate or negotiate, on behalf of the other Party, with any member of the U.S. Congress or any member of its staff, any member of the Texas Legislature or any member of its staff, or any federal or state agency.
- G. NO WAIVER OF SOVEREIGN IMMUNITY. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS AGREEMENT IS AN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY THE PARTIES OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THEY MAY HAVE BY OPERATION OF LAW.
- H. Insurance. HARRIS COUNTY is self-insured in accordance with its limited liabilities under the Texas Torts Claims Act as set forth in the Texas Civil Practice and Remedies Code, Chapters 101, 104, 108. Harris County has provided documentation of the self-insured letter as Attachment B, attached hereto and incorporated herein by reference.
- I. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable:
- a. such provision will be severed from this Agreement;
 - b. the validity, legality, and enforceability of the remaining provisions of this Agreement will not be affected or impaired in any way; and
 - c. the Parties shall negotiate in good faith in an attempt to agree to a substitute provision that is valid, legal, and enforceable and which carries out the Parties' intentions to the greatest lawful extent under this Agreement.
- J. Survivability. The termination of this Agreement for any reason will not release any Party from its obligations to comply with federal and state laws regarding the use and disclosure of the information exchanged under this Agreement.
- K. No Intended Third-Party Beneficiaries. Nothing contained in this Agreement is intended nor

will it be construed to create rights running to the benefit of third parties, unless otherwise expressly provided in this Agreement.

L. Assignment. This Agreement is not assignable.

[EXECUTION PAGE FOLLOWS]

CITY OF TOMBALL

By: _____
David Esquivel
City Manager
Date: _____

HARRIS COUNTY

By: _____
Lina Hidalgo
County Judge
Date: _____

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE COUNTY
ATTORNEY

By: _____
Shannon Fleming
Senior Assistant County Attorney
C.A.O. Case File No.: 24GEN0044

ATTACHMENT A Scope of Work

Wastewater surveillance provides early detection of emerging diseases to improve public health interventions. When combined with other surveillance data including clinical cases, hospital bed utilization, and laboratory testing, wastewater surveillance data can give a broader scope of disease surveillance to public health departments. Considering the geographical size, population density, and diversity of Harris County, consistent sampling of wastewater for SARS-CoV-2 and potentially other types of pathogens or markers would provide invaluable insights into the health of the community. Led by local public health departments, wastewater surveillance operations must be conducted in collaboration with area wastewater treatment plants.

Wastewater surveillance has proven to be a reliable method of passive monitoring for the presence of viral or bacterial caseloads of pathogens in the wastewater influent, shed by infected individuals. Wastewater monitoring serves to estimate disease burden at a community level, providing data that signifies areas that are most at risk and need increased testing/vaccinations. Wastewater surveillance provides a more equitable approach to obtaining positivity rates in underserved communities, including the Hispanic and African American communities, disproportionately affected by COVID-19 and other emerging diseases. Each Party will foster a collaborative research relationship with the other that is focus on development of wastewater epidemiology and testing initiative.

ATTACHMENT B
Self-Insured Letter

(follows behind)

ORDER OF COMMISSIONERS COURT
Authorizing execution of an
Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, 2024, with all members present except _____

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN HARRIS COUNTY AND CITY
OF TOMBALL TO
EXCHANGE WASTEWATER SURVEILLANCE DATA AND ALL RELATED
APPURTENANCBS

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner __seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge is hereby authorized to execute for and on behalf of Harris County an Agreement with City of Tomball to exchange wastewater surveillance data and all related appurtenances.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.