

RESOLUTION NO. 47 -2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, WHEREBY THE CITY COUNCIL AUTHORIZES THE CITY MANAGER TO FINALIZE, EXECUTE, AND ADMINISTER AN INTERLOCAL AGREEMENT FOR MOBILE FOOD UNIT INSPECTIONS BETWEEN DALLAS COUNTY, ON BEHALF OF DALLAS COUNTY HEALTH AND HUMAN SERVICES, AND CITY OF MESQUITE FOR THE PURPOSE OF MESQUITE BEING AN AUTHORIZED INSPECTION AND PERMITTING LOCATION SITE FOR MOBILE FOOD UNITS AND ROADSIDE VENDORS SEEKING A DALLAS COUNTY MOBILE FOOD UNIT (“MFU”) PERMIT; AND ALSO AUTHORIZING THE CITY MANAGER TO ENTER INTO MEMORANDUM OF UNDERSTANDINGS (“MOUs”) WITH OTHER DALLAS COUNTY CITIES TO GRANT RECIPROCITY FOR THE PURPOSE OF RECOGNIZING ANOTHER JURISDICTION’S FIRE SAFETY MFU INSPECTION; AND AUTHORIZING THE CITY MANAGER TO TAKE SUCH OTHER ACTIONS AND EXECUTE SUCH OTHER DOCUMENTS AS ARE NECESSARY OR ADVISABLE TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT(S).

WHEREAS, it is the intent of the City Council of the City of Mesquite, Texas (“**City Council**”), to protect the public health, safety, and welfare; and

WHEREAS, the Texas Health and Safety Code, [Chapter 121](#) establishes the Local Public Health Reorganization Act; and

WHEREAS, Texas Health and Safety Code, [Chapter 437](#) establishes Regulation of Food Service Establishments, Retail Food Stores, Mobile Food Units, and Roadside Food Vendors; and

WHEREAS, [Title 25](#) (Health Services) of the Texas Administrative Code, [Part 1](#) (Department of State Health Services), [Chapter 228](#) (Retail Food Establishments) implements the Texas Health and Safety Code, Chapter 437; and

WHEREAS, the Legislature of the State of Texas in its 88th Regular Session enacted [House Bill No. 2878](#) (“**H.B. 2878**”); and

WHEREAS, H.B. 2878 is codified at Texas Health and Safety Code, new Chapter 437A (Mobile Food Service Establishments Operating in Certain Counties in More Than One Municipality); and

WHEREAS, H.B. 2878 applies only to Dallas and Tarrant counties; and

- WHEREAS,** Chapter 437A requires a mobile food service establishment, which includes Mobile Food Units and Roadside Vendors, obtain a permit from Dallas County when operating in Dallas County within the Mesquite city limits; and
- WHEREAS,** said permit shall satisfy the Health Inspection requirements for mobile food service establishments in *any* municipality located in Dallas County; and
- WHEREAS,** [Chapter 791](#), (known as the Interlocal Cooperation Act), of the Texas Government Code provides authorization for local governments to contract with each other for the performance of governmental functions and services; and
- WHEREAS,** the City of Mesquite (“**City**”) desires to enter into an Interlocal Agreement (“**ILA**”) with Dallas County, on behalf of Dallas County Health and Human Services, for the purpose of the City being an authorized inspection and permitting location site for Mobile Food Units and Roadside Vendors seeking a Dallas County Mobile Food Unit (“**MFU**”) Permit; and
- WHEREAS,** the Dallas County Commissioners approved the ILA, attached as **EXHIBIT A**, at its [September 5, 2023](#) Commissioners Court meeting, [Agenda Item No. 62](#); and
- WHEREAS,** under the ILA the City agrees to complete applications and inspections for *any* Dallas County-wide applicant, notwithstanding the location or address of the applicant; and
- WHEREAS,** the ILA outlines that Operation Site Approval for Mobile Food Units and Fire Safety MFU Inspections remain the responsibility of the City; and
- WHEREAS,** the City will recognize a Dallas County Mobile Food Unit permit for operations within the City limits for both Dallas County and Kaufman County areas *so long as* the City approved/issued the Dallas County permit which includes a current Mesquite Fire Safety MFU Inspection; and
- WHEREAS,** the City’s existing permitting system and fees for MFUs will remain intact for those MFUs wishing to operate *only* in Kaufman County within the Mesquite city limits; and
- WHEREAS,** upon full review and consideration of all matters attendant and related thereto, the City Council is of the opinion this resolution should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. Recitals Incorporated.

The City Council hereby finds and determines the recitals made in the preamble of this resolution are true and correct, and hereby incorporates such recitals here in the body of this resolution as if copied in their entirety.

SECTION 2. Authorizing the Interlocal Agreement.

That the City Manager is hereby authorized to finalize, execute, and administer the Interlocal Agreement (“**ILA**”), titled *Interlocal Agreement for Mobile Food Unit Inspections between Dallas County, on behalf of Dallas County Health and Human Services, and City of Mesquite*, substantially in accordance with the draft hereby attached as **EXHIBIT A**, and all other documents as are necessary or advisable to consummate the transactions contemplated by the ILA.

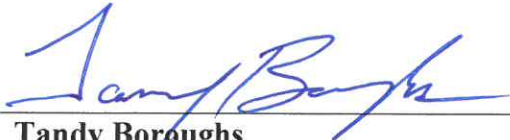
SECTION 3. Authorizing the City Manager to enter into Memorandum of Understandings (MOUs).

That the City Manager is hereby authorized to enter into Memorandum of Understandings (“**MOUs**”) with other Dallas County cities to grant reciprocity for the purpose of recognizing another jurisdiction’s fire safety MFU inspection; and authorizing the City Manager to take such other actions and execute such other documents as are necessary or advisable to consummate the transactions contemplated by the MOUs.

SECTION 4. Severability Clause.

That the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable and, if any phrase, clause, sentence, paragraph or section of this Resolution should be declared invalid, illegal or unenforceable by the final judgment or decree of any court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution and such remaining provisions shall remain in full force and effect and shall be construed and enforced as if the invalid, illegal or unenforceable provision had never been included in this Resolution.

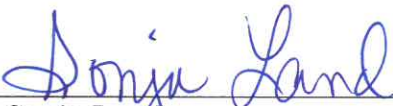
**DULY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS,
ON THE 18th DAY OF SEPTEMBER 2023.**



**Tandy Boroughs
Mayor Pro Tem**

ATTEST:

APPROVED AS TO LEGAL FORM:



**Sonja Land
City Secretary**



**David L. Paschall
City Attorney**

EXHIBIT A

To Resolution No. 47-2023

Interlocal Agreement (“ILA”)

*Interlocal Agreement for Mobile Food Unit Inspections
Between Dallas County, on Behalf of Dallas County Health and Human Services,
and City of Mesquite*



COURT ORDER 2023-1018

FY2024 Interlocal Agreement for Mobile Food Unit Inspections between Dallas County, on behalf of Dallas County Health and Human Services, and the City of Mesquite

On a motion made by Commissioner Dr. Theresa Daniel, and seconded by Commissioner Andrew Sommerman, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: September 5, 2023

FUNDING SOURCE: Fund 12000, Cost Center 5121

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve the proposed Interlocal Agreement with the City of Mesquite to provide inspections and permitting of mobile food service establishments in accordance with the Texas Health and Safety Code and authorize the County Judge to execute any and all related documents required to give effect to this Interlocal Agreement.

Done in open Court September 5, 2023 by the following vote:

IN FAVOR: County Judge Clay Jenkins, Commissioner Dr. Theresa Daniel, Commissioner John Wiley Price, Commissioner Dr. Elba Garcia, and Commissioner Andrew Sommerman

OPPOSED: None

ABSTAINED: None

ABSENT: None

Recommended by: Philip Huang, MD, MPH

Originating Department: Health and Human Services



Dallas County
BRIEFING / COURT ORDER
 Commissioners Court - Sep 05 2023

- Resolution
- Solicitation/Contract
- Executive Session
- Addendum

FY2024 Interlocal Agreement for Mobile Food Unit Inspections between Dallas County, on behalf of Dallas County Health and Human Services, and the City of Mesquite

Briefing Date: Sep 5 2023
Funding Source: Fund 12000, Cost Center 5121
Originating Department: Health and Human Services
Prepared by: Essence Thomas, Contracts Management
Recommended by: Philip Huang, MD, MPH, HHS Director

BACKGROUND INFORMATION:

The recently approved House Bill 2878 (HB 2878) amended current law relating to the operation of mobile food service establishments. The bill shifts the responsibility of inspecting mobile food service establishments from individual cities solely to the county and requires that the county issues a permit that would be valid in any municipality within the county. With the passing of the new law, Dallas County Health and Human Services (DCHHS), effective September 1, 2023, is responsible for inspecting mobile food service establishments and issuing permits for such establishments to operate in Dallas County.

DCHHS seeks to enter into Interlocal Agreements (ILAs) with any municipality within Dallas County to authorize the municipality to inspect and permit a certain number of mobile food service establishments on behalf of the County. The ILAs will authorize a Fee Schedule for inspections and permits. The City will collect all permitting fees for each application received and inspection performed and pay the County a respective portion of the collected fees monthly.

OPERATIONAL IMPACT:

Dallas County seeks to enter into an Interlocal Agreement (ILA) with the City of Mesquite to assist with inspecting and permitting a certain number of mobile food service establishments. DCHHS, Environmental Health Division will be responsible for inspecting and permitting any mobile food service establishments not covered by any effective ILAs. DCHHS anticipates that additional ILAs will be submitted to the Commissioners Court at a future meeting date

FINANCIAL IMPACT:

Cities will collect a \$50 permitting fee for each inspection performed and pay the County the collected fees monthly. Cities are authorized to collect fees consistent with the "Fee Schedule" in Exhibit A of the ILAs.

LEGAL IMPACT:

The Texas Health and Safety Code Section 437 governs the regulation of food service establishments, retail food stores, mobile food units, and roadside food vendors. The Civil Division of the District Attorney's Office has reviewed and approved the ILAs as to form.

PROJECT SCHEDULE:

The term of this Agreement commences on the effective date and will continue through September 30, 2024.

SBE PARTICIPATION:

N/A

MISSION, VISION, VALUE COMPLIANCE:

This briefing item will enable the Department to deliver professional and exceptional service to promote a thriving community while further improving people's lives.

RECOMMENDATION:

It is recommended that the Commissioners Court does hereby approve the proposed Interlocal Agreement with the City of Mesquite to provide inspections and permitting of mobile food service establishments in accordance with the Texas Health and Safety Code and authorize the County Judge to execute any and all related documents required to give effect to this Interlocal Agreement.

MOTION:

On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Dallas County, State of Texas:

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve the proposed Interlocal Agreement with the City of Mesquite to provide inspections and permitting of mobile food service establishments in accordance with the Texas Health and Safety Code and authorize the County Judge to execute any and all related documents required to give effect to this Interlocal Agreement.

ATTACHMENTS:

[FY24 Food Establishment Agreement - Mesquite - FINAL VERSION](#)

STATE OF TEXAS

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**INTERLOCAL AGREEMENT FOR
MOBILE FOOD UNIT INSPECTIONS BETWEEN
DALLAS COUNTY, ON BEHALF OF DALLAS
COUNTY HEALTH AND HUMAN SERVICES, AND**

COUNTY OF DALLAS

CITY OF MESQUITE

SECTION 1: PARTIES

This Interlocal Agreement (“Agreement”) is made by and between the City of MESQUITE, Texas (“City”), a Texas municipal corporation, and Dallas County, Texas, a political subdivision of the State of Texas on behalf of the Dallas County Health and Human Services (collectively “County” or “DCHHS”), pursuant to the authorities granted by Chapter 791 of the Texas Local Government Code (known as the Interlocal Cooperation Act), Texas Health and Safety Code Chapters 437 and 437A, Food and Drug Health Regulations, and 121, Local Regulation of Public Health, along with Title 25 Texas Administrative Code, Chapter 228, and any other applicable laws. The County or the City may hereinafter be referred to individually as “Party”, or collectively, as the “Parties”.

SECTION 2: TERM

The Term of this Agreement is for a period commencing on the Effective Date as defined herein and continuing through September 30, 2024 unless otherwise stated in this Agreement. (“Term”)

SECTION 3: PURPOSE, APPLICATION, INSPECTION, AND REQUIREMENTS

A. The Parties agree to enter into this Agreement for the purposes of facilitating the application, inspection, and permitting of mobile food units, as defined by Texas Administrative Code Title 25, Rule §228.2(19).

B. The County will provide forms and documentation to be used by City when conducting any permit applications or inspections for mobile food units. City and County will maintain a list of application requirements and forms on their respective websites.

C. The City will require the payment of a fee(s) by each mobile food unit [as set forth in the Fee Schedule].

D. The City will send all completed applications and inspection records, including the City’s recommendation whether to approve or deny a permit, to County for final approval without delay. Parties agree to conform with the three-day deadline as required by Texas Health and Safety Code Section 437A.004.

E. The Parties agree that County is the only party with authority to make decisions regarding whether a permit should be granted or denied, pursuant to Texas Health and Safety Code Chapter 437A.004. City will notify applicants/permittees of outcomes only after County’s final determination.

F. The City will perform a minimum of two (2) inspections (one every six months) during the Term of each mobile food unit for which the County has submitted an inspection request and for which City has collected a fee from the said mobile food unit.

G. Additional follow-up inspections will be performed as deemed necessary by the City or as requested by County.

H. Any additional request for follow-up inspections by the County of mobile food units, including mobile food units that are closed due to non-compliance with the State and other applicable rules and regulations will be charged additional fees [as set forth in the Fee Schedule].

I. Each mobile food unit inspection will be made by a Registered Professional Sanitarian employed by City, in compliance with all state laws and regulations.

J. An examination of the following will be made during each inspection: food and food protection; personnel; food equipment and utensils; water source; sewage; plumbing; toilet and hand-washing facilities; garbage and refuse disposal; insect, rodent, and animal control; floors, walls, and ceiling; light; ventilation; and other operations.

K. The City will provide a location for mobile food units to perform inspections and provide this location to County so that it may be posted according to state law and other applicable rules and regulations.

SECTION 4: FEES AND PAYMENTS TO THE COUNTY

A. The Parties agree to adopt the "Fee Schedule" in Exhibit A, which is hereby referenced and incorporated into this Agreement.

B. The Fee Schedule is not subject to change without notice and agreement by the County.

C. The City shall remit payment to the County the stipulated fees in Exhibit A on a monthly basis, on the first day of each month, unless said day falls on a non-business day and in such case the City shall remit payment on the first business day thereafter. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

D. Fees not payable to County, as set forth in the Fee Schedule, shall be retained by City.

SECTION 5: RECORDS

The City will keep a copy of all applications and inspection reports and will on a monthly basis send such application and inspection reports to the County on the first day of each month, unless said day falls on a non-business day and in such case the City shall send the copies to the County on the first business day thereafter. If the City receives a request for application or inspection records, the City will respond in accordance with Texas Government Code, Chapter 552, also known as the "Texas Public Information Act".

SECTION 6: TERMINATION

A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) days prior written notice to the other party;

B. With Cause: The County reserves the right to terminate the Agreement immediately and upon provision of written notice to City, in whole or in part, at its sole discretion, for the following reasons:

- 1) Lack of, or reduction in, funding or resources;
- 2) The City's non-performance of the specifications of this Agreement or non-compliance with the terms of this Agreement;
- 3) In County's sole discretion, if termination is necessary to protect the health and safety of County employees;
- 4) The City's improper, misuse or inept use of funds or resources; and/or

- 5) The City's submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way.

SECTION 7: STATE LAW, JURISDICTION, AND ENFORCEMENT

The City shall inspect mobile food units and roadside food vendors pursuant to Texas Health and Safety Code Chapters 437 and 437A, and the Texas Food Establishment Rules, Texas Administrative Code Title 25, Rule §228.221.

Pursuant to Texas Administrative Code, Section 228.221(a)(1), the County may impose additional requirements to protect against health hazards related to the conduct of the food establishment as a mobile operation and may prohibit the sale of some or all time/temperature controlled for safety (TCS foods).

City agrees to complete applications and inspections for any county-wide applicant, notwithstanding the location or address of the applicant.

Enforcement shall be subject to the final determination of County. The City shall assist the County with enforcing state law and rules concerning mobile food units and roadside food vendors, pursuant to Texas Health and Safety Code Chapters 437 and 437A, and the Texas Food Establishment Rules, Texas Administrative Code Title 25, Rule §228.221, related to all permits issued by the County and any potential un-permitted mobile food units. City shall provide notice of all enforcement recommendations to County, including, but not limited to, the recommendation to cite, fine, suspend, or deny a permit.

Enforcement related to any city-specific ordinances, shall be separate and apart from this Agreement. Enforcement and/or inspections related to the Fire Code are not contemplated under this Agreement and shall remain the responsibility of the respective jurisdiction. Cities may enter into Memorandum of Understandings (MOUs) or Interlocal Agreements (ILAs) to grant reciprocity for the purpose of recognizing another jurisdiction's fire safety inspection.

SECTION 8: INDEMNIFICATION

A. The County, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the County including workers compensation claims, arising out of the performance of the County employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the County, its agents, officers, and/or employees.

B. The City, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages that the City may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the City including workers compensation claims, arising out of the performance of the City employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the City, its agents, officers, and/or employees.

C. County and City agree that any such liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of their employees, students, agents, or officers shall be determined in accordance with comparative responsibility laws of the State of Texas.

D. This Section 8 shall survive termination, expiration, or suspension of this Agreement.

SECTION 9: INSURANCE

The City agrees that it will at all times during the term of this Agreement maintain in full force and effect insurance, or self-insurance, to the extent permitted by applicable law under a plan of self-insurance, that is also maintained in accordance with sound accounting practices. It is expressly agreed that City will be solely responsible for all cost of such insurance; any and all deductible amounts in any policy; and in the event that the insurance company should deny coverage. It is the intent of this provision that the City’s insurance covers all cost and expense so that County will not sustain any expense, cost, liability or financial risk as a result of any of the performance of services under this Agreement; as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the City.

SECTION 10: NOTICE

Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

COUNTY

Clay Lewis Jenkins, County Judge
Dallas County
500 Elm St, 7th Floor
Dallas, Texas 75202

W/copies to:

Philip Huang, Director DCHHS
2377 N Stemmons Fwy #820
Dallas, TX 75207

AND

Rebecca Lundberg
Dallas County District Attorney’s Office –
Civil Division
500 Elm Street, Suite 6300
Dallas, Texas 75202

CITY

Cliff Keheley, City Manager
City of Mesquite – City Manager’s Office
1515 N Galloway Avenue
Mesquite, TX 75149

W/copies to:

Barry Jenkins, Health Official
City of Mesquite – Health Division
P.O. Box 850137
Mesquite, TX 75185-0137

AND

David Paschall, City Attorney
City of Mesquite – City Attorney’s Office
P.O. Box 850137
Mesquite, TX 75185-0137

SECTION 11: MISCELLANEOUS PROVISIONS

11.1 ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including any Exhibits and Attachments, constitutes the entire agreement between the parties and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

11.2 COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

11.3 SEVERABILITY

If any provision of this Agreement is construed to be illegal, invalid, void or unenforceable, this construction will not affect the legality or validity of any of the remaining provisions. The unenforceable or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

11.4 FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the term of the Agreement and any pertinent extensions. The City shall not have a right of action against County in the event County 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 current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the City at the earliest possible time prior to the end of its fiscal year.

11.5 DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It is not a waiver of default if the non-defaulting party fails to declare a default or delays in taking any action. Waiver of any term, covenant, condition or violation of this Agreement shall not be deemed or construed a waiver unless made in authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. The City has a duty to mitigate damages.

11.6 GOVERNMENTAL IMMUNITY

This Agreement is expressly made subject to City's and County's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal 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 City or County has by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third-party beneficiary.

11.7 COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Agreement, City must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and venue shall lie exclusively in Dallas County, Texas.

11.8 RELATIONSHIP OF PARTIES

Each Party is an independent contractor and not an agent, servant, joint enterpriser, joint venturer or employee of the other Party.

11.9 CONTRA PROFERENTUM

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the party who drafted the Agreement and such party shall not be responsible for the language used.

11.10 ASSIGNMENT

Neither Party may transfer or assign its interest in this Agreement without prior written consent of the non-assigning Party. County approval to transfer or assign City's interest in this Agreement is subject to formal approval by the Dallas County Commissioners Court. City approval to transfer or assign County's duties to perform this Agreement is subject to formal approval by the MESQUITE City Council.

11.11 CONTINUING OBLIGATIONS

All obligations of this Agreement which expressly or by their nature survive the expiration, termination or transfer of this Agreement shall continue in full force and effect after and notwithstanding its expiration, termination or transfer until such are satisfied in full or by their nature expire.

11.12 FORCE MAJEURE

Neither Party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Agreement as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

11.13 BINDING EFFECT

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

11.14 SIGNATORY WARRANTY

City and County represent that each has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions herein, and that the execution and delivery of this Agreement is made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Agreement.

[The remainder of this page is intentionally left blank.]

EXECUTED THIS 9 DAY OF October 2023. ("Effective Date")

FOR DALLAS COUNTY:

FOR CITY OF MESQUITE:

DocuSigned by:
Clay Lewis Jenkins
04200D9C1D1C4F9...
BY: Clay Lewis Jenkins
County Judge

DocuSigned by:
Cliff Keheley
76B2ECCDD0F6142E...
BY: Cliff Keheley
City Manager

DATE: 10/9/2023

DATE: 9/21/2023

Recommended:

Recommended (CITY):

DocuSigned by:
Philip Huang, M.D. MPH 10/4/2023
6652A5B2743E407...
BY: Dr. Philip Huang
Director, DCHHS

DocuSigned by:
Barry Jenkins R.S. 10/3/2023
3B1FA1246DD6416...
BY: Barry Jenkins
Title: Health Official

Approved as to Form*:

Approved as to Form (CITY):

JOHN CREUZOT
CRIMINAL DISTRICT ATTORNEY
DALLAS COUNTY, TEXAS

DocuSigned by:
David L. Paschall 9/21/2023
666E18891208434...
DAVID L. PASCHALL
CITY ATTORNEY
CITY OF MESQUITE, TEXAS

BARBARA NICHOLAS
CHIEF, CIVIL DIVISION

KAREN STRAND
DEPUTY CITY ATTORNEY

DocuSigned by:
Rebecca L. Lundberg 10/3/2023
F5458936E7C9427...
Rebecca Lundberg
ASSISTANT DISTRICT ATTORNEY

* By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client, Dallas County. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

**DALLAS COUNTY HEALTH AND HUMAN SERVICES
ENVIRONMENTAL HEALTH
EXHIBIT A**

PROPOSED FEE FOR FOOD TRUCK PERMIT

Food Preparation Truck or Trailer Fee

DESCRIPTION	COST
Food Preparation Truck or Trailer Fee	\$185.00
Plan Review	\$562.00
Application Fee	\$481.00
Dallas County Permit Fee	\$50.00
Total	\$1,278.00

Food Cart (Corn/Hot Dog/Kiosk)

DESCRIPTION	COST
Food Cart (Corn/Hot Dog/Kiosk) Fee	\$240.00
Plan Review	\$205.00
Application Fee	\$121.00
Dallas County Permit Fee	\$50.00
Total	\$616.00

Catering Ice-Cream Truck

DESCRIPTION	COST
Catering Ice-Cream Truck Fee	\$300.00
Plan Review	-
Application Fee	\$121.00
Dallas County Permit Fee	\$50.00
Total	\$471.00

* Permit fee (\$50) will be provided to Dallas County