

**STATE OF TEXAS
KENDALL COUNTY**

**INTERLOCAL AGREEMENT BETWEEN KENDALL COUNTY AND
THE CITY OF BOERNE FOR HEALTH SANITARIAN SERVICES**

This City-County Interlocal Agreement (“Agreement”) for the purpose of providing a registered health sanitarian and other services to the citizens of the City of Boerne and Kendall County is entered into by the City of Boerne, Texas (hereinafter “CITY”) and Kendall County (hereinafter “COUNTY”), acting pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

WHEREAS, CITY and COUNTY agree that the provision of a registered health sanitarian responsible for enforcing applicable laws, regulations, ordinances and orders in CITY and COUNTY is necessary to protect the health, safety and welfare of the citizens of CITY and COUNTY; and

WHEREAS, an agreement between CITY, COUNTY and the State of Texas which provided for the provision of a registered health sanitarian to serve CITY and COUNTY expired and was not renewed because of lack of funding by the State; and

WHEREAS, reliance on the State of Texas to provide a registered health sanitarian would result in an officer responsible for serving several other cities and counties; and

WHEREAS, since the expiration of the agreement between CITY, COUNTY and the State, CITY and COUNTY have entered into agreements whereby COUNTY provides the services of a registered health sanitarian as a full time employee of COUNTY and provides adequate facilities, including office space, equipment and supplies for such officer and CITY pays one-half (1/2) of the net expenses incurred by COUNTY; and

WHEREAS, due to the increase in the number of food service establishments in the CITY and COUNTY, it is necessary to provide additional personnel to assist the health sanitarian; and

WHEREAS, the two entities agree that such agreement as amended herein should be continued.

NOW THEREFORE, the parties agree as follows:

ARTICLE I. COUNTY’S RESPONSIBILITIES

1. Provide a registered health sanitarian designated as the Kendall County Health Sanitarian who shall be a full time employee of COUNTY and other personnel to perform services under the direction of the County Health Sanitarian, with authority and responsibility as set out in Article III herein.

2. Provide such Sanitarian and staff with office space, office furniture, equipment, and supplies, including computers and motor vehicles, as necessary to perform the services set out in Article III herein.
3. Collect all fees and any other assessments related to permits or licenses in accordance with applicable law, regulations, ordinances of CITY and orders of COUNTY.

ARTICLE II. CITY'S RESPONSIBILITIES

Pay COUNTY one-half of the net expenses incurred by COUNTY in complying with its responsibilities hereunder (total expenses less amounts received by COUNTY from permit fees and other sources) on a payment schedule agreed upon by CITY and COUNTY. (See EXHIBIT A)

ARTICLE III. AUTHORITY AND RESPONSIBILITIES OF COUNTY HEALTH SANITARIAN

The County Health Sanitarian and personnel under the direction of the County Health Sanitarian have full authority and are responsible for performance of the following activities in the unincorporated area of COUNTY and within the city limits of CITY:

1. Inspect all establishments that provide food services to the public, and other entities as authorized by applicable law to ensure compliance with applicable laws, regulations, rules, ordinances, and orders.
2. Direct the closure of any establishment that provides food services to the public, and other entities subject to regulation by CITY and COUNTY that are not in compliance with applicable laws, regulations, rules, ordinances and orders.
3. Require the destruction of any food items intended for human consumption that are not in compliance with applicable laws, regulations, rules, ordinances and orders.
4. Oversee and manage the permitting system for establishments that provide food services to the public, and other entities as authorized by applicable law, including the issuance of permits and collection of permit fees as authorized by ordinances of CITY and orders of COUNTY.
5. Enforce all applicable laws, regulations, rules, ordinances and orders concerning establishments that provide food services to the public, and other entities as authorized by applicable law.

ARTICLE IV. TERM

This term of this Agreement shall be from October 1, 2019 until September 30, 2020, unless renewed or extended by agreement of the parties pursuant to ARTICLE V.

ARTICLE V. EXTENSION OR RENEWAL

By written agreement executed at any time before the expiration date stated herein or such subsequent expiration date as agreed to by the parties, the parties may renew this Agreement on a year-to-year basis or extend the term of the Agreement for any period of less than 12 months.

ARTICLE VI. MISCELLANEOUS PROVISIONS

1. This is the sole and only agreement between the parties concerning the subject matter set out herein. No other agreement, statement or promise made by any party or any officer, agent or employee of any party, which is not set out herein, shall be binding or enforceable against either party.
2. No amendment, modification or alteration to this Agreement shall be binding unless it is set out in writing, approved by the parties and signed by the duly authorized representatives of the parties.
3. If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, this Agreement shall be reformed to the extent necessary to make the offending provision valid and enforceable, or if the offending provision cannot be modified so as to be made valid and enforceable, the invalidity or unenforceability of such provision shall not effect the remaining terms of this Agreement.
4. This Agreement shall be construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action arising from this Agreement shall be in Kendall County, Texas.

EXECUTED THIS _____ DAY OF _____, 2019

DARREL L. LUX
COUNTY JUDGE
KENDALL COUNTY, TEXAS

RONALD C. BOWMAN
CITY MANAGER
CITY OF BOERNE, TEXAS

ATTEST:

DARLENE HERRIN
KENDALL COUNTY CLERK

LORI CARROLL
CITY SECRETARY

EXHIBIT A

| Heath Inspector Budget FY 2020 | |
|---|---------------------|
| October 1, 2019 - September 30, 2020 | |
| Salary Health Sanitarian | \$ 64,401.00 |
| Salary Health Sanitarian | \$ 57,629.00 |
| Benefits (Including Longevity) | \$ 30,968.00 |
| Office Supplies | \$ 2,500.00 |
| Postage | \$ 300.00 |
| Fuel & Oil | \$ 1,200.00 |
| Operating | \$ 2,500.00 |
| Telephone | \$ 25.00 |
| Conference/Training | \$ 1,800.00 |
| Vehicle Repair & Maintenance | \$ 650.00 |
| Dues | \$ 250.00 |
| Property & Liability Insurance | \$ 738.00 |
| Vehicle Purchase | \$ - |
| Total FY20 Expense Budget | \$ 162,961.00 |
| Total FY 20 Revenue Projection | \$ 64,000.00 |
| Net Expenses | \$ 98,961.00 |
| <i>Cost to City of Boerne</i> | <i>\$ 49,480.50</i> |