

AN ORDINANCE 2006-03-02-0282

AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH BEXAR COUNTY FOR THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT TO PROVIDE ENVIRONMENTAL HEALTH SERVICES IN UNINCORPORATED AREAS OF BEXAR COUNTY FOR THE PERIOD FEBRUARY 1, 2006 THROUGH JANUARY 31, 2011 FOR ANNUAL ESTIMATED PAYMENTS FROM BEXAR COUNTY OF \$146,600.00 FOR FOOD ESTABLISHMENT INSPECTIONS, \$1,116.50 FOR PROCESSING FOOD ESTABLISHMENT PERMITS AND \$10,888.80 FOR ENVIRONMENTAL HEALTH INSPECTIONS.

* * * * *

WHEREAS, the San Antonio Metropolitan Health District (SAMHD) has provided environmental health services in unincorporated areas of Bexar County since the SAMHD was established in 1966; and

WHEREAS, currently, sanitarians from the SAMHD inspect 396 food establishments and perform approximately 240 environmental health inspections annually in the unincorporated areas of Bexar County; and

WHEREAS, environmental health inspections include sewage discharges, water or general sanitation complaint investigation, stream pollution, mobile living park surveys, school survey inspections, water well samples, water well surveys, and swimming pool inspections; and

WHEREAS, in addition, the SAMHD processes the permits for all food establishments in unincorporated areas of the County; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or her designee is authorized to execute an interlocal agreement with Bexar County for the San Antonio Metropolitan Health District to provide environmental health services in unincorporated areas of Bexar County for the period February, 1, 2006 through January 31, 2011 for annual estimated payments from Bexar County of \$146,600.00 for food establishment inspections, \$1,116.50 for processing food establishment permits and \$10,888.80 for environmental health inspections. A copy of said agreement is attached hereto and incorporated herein for all purposes as Attachment I.

SECTION 2. The Fund, Fund Center, and Internal Order as hereby designated below are for use in accounting for the fiscal transactions of this program:

Fund	Fund Center	Internal Order	GL	Amount
29057000	3601180001	236000000017	4301112	\$146,600.00
29057000	3601180000	236000000017	4301111	\$ 1,116.50
11001000	3601010000	236000000144	4301116	\$10,888.80

SECTION 3. Fees received from passage of this ordinance shall be deposited as follows:

- A) Fund 29057000, PUBLIC HEALTH SUPPORT REV FUND, Internal Order 236000000017 FOOD ESTABLISHMENT CODE ENFORCEMENT, General Ledger 4301111, Bexar County Food Service Fees.
- B) Fund 29057000, PUBLIC HEALTH SUPPORT REV FUND, Internal Order 236000000017 FOOD ESTABLISHMENT CODE ENFORCEMENT, General Ledger 4301112, Bexar County-Food Service Contribution.
- C) Fund 11001000, General Fund, Internal Order 236000000144, ENVIRONMENTAL HEALTH CODE ENFORCEMENT, General Ledger 4301116, Bexar County Environmental Inspection Fee.

SECTION 4. The sums as delineated above, are hereby appropriated in the above-designated funds, by GL Account Numbers, and are approved and adopted for entry on the City books.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers and Internal order numbers as necessary to carry out the purpose of this Ordinance.

SECTION 6. This ordinance shall be effective on and after March 12, 2006.

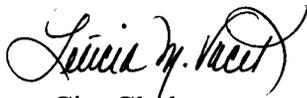
PASSED AND APPROVED this 2nd day of March, 2006.



M A Y O R

PHIL HARDBERGER

ATTEST:



City Clerk

APPROVED AS TO FORM:



for City Attorney

ATTACHMENT I

STATE OF TEXAS	§	CITY-COUNTY INTERLOCAL AGREEMENT
	§	ENVIRONMENTAL HEALTH
COUNTY OF BEXAR	§	SERVICES

This City-County Interlocal Agreement for Environmental Health Services (the "Agreement"), is entered into by and between the CITY OF SAN ANTONIO, a home-rule municipality situated within Bexar County, Texas (the "CITY") and the COUNTY OF BEXAR, a political subdivision of the State of Texas (the "COUNTY") (also, individually, a "Party" or, collectively, "the Parties"); acting pursuant to authority granted under the Interlocal Cooperation Act, Tex. Gov. Code Ann. §791.001 *et seq.* (Vernon 1997), as amended.

RECITALS

WHEREAS, Chapter 437 of the Texas Health and Safety Code provides counties with authority to enforce state laws and rules adopted under state laws concerning food service establishments, retail food stores, mobile food vending units, and roadside food vendors hereinafter referred to as "Food Service Establishments"; and

WHEREAS, the Commissioners Court of Bexar County, pursuant to Texas Health & Safety Code Ann. §437.003, adopted an order requiring Food Service Establishments in unincorporated areas of Bexar County, including areas in the extraterritorial jurisdiction of a municipality, to obtain food licensing permits; and

WHEREAS, Chapter 121 of the Texas Health and Safety Code provides the governing bodies of municipalities and Commissioners Courts of counties cooperate with one another in providing services and enforce any law that is reasonably necessary to protect the public health; and

WHEREAS, the City, by and through the SAN ANTONIO METROPOLITAN HEALTH DISTRICT (the "Health District") is ready, able and willing to serve as a regulatory and enforcing authority for such order; and

WHEREAS, the governing bodies of the Parties believe it is in the best interest of all the residents of Bexar County, whether residents inside or outside of the corporate limits of the City, receive environmental health services, to include the issuance of Food Service Establishment permits, conduct food inspections and environmental health inspections from the Health District;

NOW THEREFORE, in order to carry out the intent of the Parties as expressed above, and for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The purpose of this Agreement is to establish and clarify the Parties' duties, responsibilities, and obligations and provide the manner and means by which food licensing permits and environmental health services will be provided in the unincorporated areas of Bexar County, Texas.

ARTICLE II
TERM

2.01 The term of this Agreement shall begin on February 1, 2006 and continue for a period of five (5) years, ending on January 31, 2011, unless sooner terminated as hereinafter provided.

2.02 This Agreement shall terminate in the event sufficient funds are not appropriated by the Bexar County Commissioners Court to meet the COUNTY's fiscal obligations herein, or if sufficient funds are not appropriated by the San Antonio City Council to meet the CITY's service obligations agreed hereto in any fiscal year. In such event, each Party agrees to give the other Party sixty (60) days written notice prior to termination.

2.03 The Parties hereby agree that, notwithstanding any other language to the contrary, either Party may terminate this Agreement with or without cause upon ninety (90) days written notice to the other Party.

ARTICLE III
MUTUAL OBLIGATIONS

3.01 The Parties agree and understand that the Health District Director, or his designated representative, currently has in place and is hereby authorized to amend and modify administrative directives to administer, operate and manage the Food and Environmental Health Services Program in the unincorporated areas of Bexar County under this Agreement. The CITY agrees to notify the COUNTY in writing regarding policy or procedural changes to the services as they pertain to or affect the services, if and when they occur during the term of this Agreement.

3.02 The Parties agree and understand that the CITY shall determine, in its sole discretion, the services needed to fully and adequately implement and carry out the services under this Agreement. Personnel assigned to the Program shall be considered employees of the CITY and must meet all requirements, directives and policies regarding employment with the CITY.

ARTICLE IV
CITY'S OBLIGATIONS

4.01 The CITY shall be responsible for issuing food establishment permits.

4.02 The CITY, by and through the Health District, shall provide for the issuance of Food Service Establishment permits, food inspections and environmental health inspections in the unincorporated areas of Bexar County.

4.03 The CITY agrees to provide food inspections, including food preparations and food operations, as defined by codes, statutes, regulations or other applicable law.

4.04 The CITY agrees to and shall provide environmental health inspection services based on requests received from the public or County Officials, which include, but are not limited to, mobile living park inspections, swimming pool inspections, stream pool inspections, well/water system surveys, illegal dumping investigations, school surveys, lead surveys, vehicle/facility inspections, code enforcement, legal follow up, complaint investigations in the areas of sewage, water and general sanitation, and other services as deemed necessary by the Health District Director.

4.05 The CITY, through the Health District and its authorized agents and employees, and, as necessary, the Bexar County Sheriffs Department will enforce all applicable codes, statutes and regulations related to the Food and Environmental Health Services Program. The Parties further agree and understand that any and all prosecutions and the costs associated with prosecutions shall be the sole responsibility of the COUNTY and its officers and employees.

ARTICLE V **FEES AND COMPENSATION**

5.01 The Parties agree and understand that the CITY shall collect the fees set out on Exhibit "A", attached hereto and incorporated herein for all purposes and shall deposit these fees into Food Services index codes within the Public Health Support Revenue Fund ("the Fund"). Revenues in these index codes shall be used to offset the cost of providing inspection services. In the event the Fund contains a balance in these index codes at the end of any given month related to the fees collected under this Agreement, this balance shall be utilized to reduce the amount of compensation owed by the COUNTY to CITY under paragraph 5.02 (a) of this Agreement. Upon termination of this Agreement any funds remaining in the index code, after full and final payment has been made to CITY, will be submitted to the COUNTY pursuant to Chapter 437 of the Texas Health and Safety Code.

5.02 For services rendered hereunder, the Parties agree that the CITY shall be compensated as follows:

- a. For food inspections, the COUNTY agrees to pay, subject to paragraph 5.03 of this Agreement, the annual sum of ONE HUNDRED FORTY-SIX THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$146,600.00) in monthly payments of TWELVE THOUSAND TWO HUNDRED SIXTEEN AND 67/100 DOLLARS (\$12,216.67), less any monies in the Fund from the previous month as provided for in paragraph 5.01 of this Agreement;

b. For each food establishment permit issued, the COUNTY shall pay THREE AND 19/100 DOLLARS (\$3.19); and

c. For each environmental health inspection, the COUNTY shall pay FORTY-FIVE AND 37/100 DOLLARS (\$45.37)

5.03 Beginning on June 1, 2006 and continuing every June 1st thereafter that this Agreement is in effect, the Parties agree to utilize the Texas Consumer Price Index (the "CPI") as published on that date by the Texas State Comptroller's Office to determine the percentage change of the CPI during the consecutive twelve month period immediately preceding the applicable June 1st date (the "Adjustment Factor") and to utilize this Adjustment Factor to adjust the compensation provided for in paragraph 5.02. Adjustments made under this paragraph shall become effective on the February 1st following the determination of the Adjustment Factor each year this Agreement is in effect. The COUNTY agrees to pay and the CITY agrees to accept, the amounts provided for in paragraph 5.02, as adjusted under this paragraph from time-to-time.

ARTICLE VI **AUDIT**

6.01 The COUNTY and the CITY may at any time jointly or independently audit procedures or policies as described herein relevant to the delivery of and payment for services provided by CITY.

6.02 Nothing agreed herein shall be interpreted nor is it intended to give the COUNTY or any person or persons any claim to or equity in CITY buildings or equipment flow existing or acquired during this Agreement.

ARTICLE VII **PAYMENT**

7.01 The CITY agrees to and shall submit monthly statements to the COUNTY for Food and Environmental Health Services, detailing the amount due the CITY for the period of time for which the payment in question applies. These statements shall be addressed to the County Auditor, 224 Dwyer, San Antonio, Texas 78204 and shall be substantially in the form provided by and acceptable to the County Auditor, an example of which is attached hereto as Exhibit "B". The COUNTY shall make its payment as provided for under the relevant portions of Chapter 2251 of the Texas Government Code, as amended, with the understanding that no discounts have been offered and none agreed to under this Agreement. The Parties agree to use due diligence and cooperate with each other in resolving any and all disputes.

7.02 All payments from COUNTY to CITY under this Agreement shall be made payable to the City of San Antonio and forwarded to:

Division of Treasury
P.O. Box 839975
San Antonio, Texas 78283-3975

ARTICLE VIII
STATISTICS AND DOCUMENTATION

8.01 Along with its statement provided for in paragraph 7.01, the CITY agrees to and shall provide the COUNTY with a monthly activity report detailing the number of food licensing permits issued, fees collected from food establishments for the issuance of such food permits, number of food inspections completed, and the number and type of environmental health inspections provided under this Agreement.

8.02 The CITY agrees to and shall, on or before the 15th of each January during the term of this Agreement, provide to the Texas Department of State Health Services a statement detailing the number of food license permits issued, the amount of all funds collected under this Agreement and all expenditure of funds and fund balances.

8.03 The information and reports provided by the CITY pursuant to this Article shall be forwarded as provided in Article IX.

ARTICLE IX
NOTICE

9.01 Except as otherwise provided herein, any notice permitted or required under this Agreement shall be mailed or delivered to the address below:

FOR COUNTY:
Bexar County Judge
Bexar County Courthouse
100 Dolorosa
San Antonio, Texas 78205

FOR CITY:
Intergovernmental Relations Office
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

With Copy To:

Environmental Engineer
Infrastructure Services Department,
Environmental Services Division
233 N. Pecos, Suite 420
San Antonio, Texas 78207

San Antonio Metropolitan Health District
Director of Health
332 West Commerce, Suite 307
San Antonio, Texas 78205

ARTICLE X
TEXAS LAW TO APPLY

10.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Bexar County, Texas.

ARTICLE XI
LEGAL CONSTRUCTION

11.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE XII
AMENDMENTS

12.01 No amendment, modification, or alteration of the terms hereof shall be binding unless in writing, dated subsequent to the date of this Agreement and duly authorized by the governing bodies of the CITY and the COUNTY.

12.02 It is understood and agreed by the Parties that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and, except as otherwise provided herein, that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

ARTICLE XIII
NO INDEMNIFICATION BY PARTIES

13.01 The COUNTY and the CITY acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 *et. seq.* and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accidents, injuries or deaths.

ARTICLE XIV
INCORPORATION OF EXHIBITS

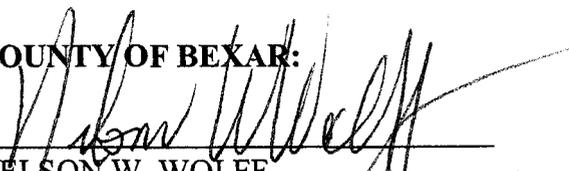
Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the Parties, and shall be interpreted in the order of priority as appears below:

Exhibits:

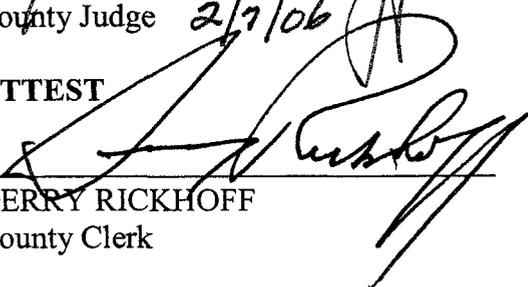
Exhibit A:	County Food/Retail Inspection Permit Fees
Exhibit B:	Form of Statement to County Auditor

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS _____ DAY OF _____, 2006,

COUNTY OF BEXAR:

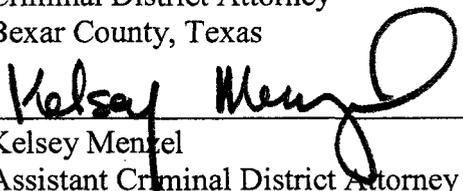

NELSON W. WOLFF
County Judge 2/7/06

ATTEST

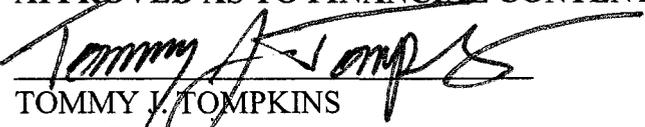

GERRY RICKHOFF
County Clerk

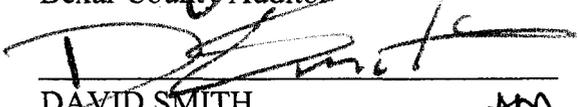
REVIEWED AND APPROVED:

Susan Reed
Criminal District Attorney
Bexar County, Texas


Kelsey Menzel
Assistant Criminal District Attorney
Civil Section

APPROVED AS TO FINANCIAL CONTENT:


TOMMY J. TOMPKINS
Bexar County Auditor


DAVID SMITH *DS*
Budget Officer and Executive Director of Planning
and Resource Management Department

CITY OF SAN ANTONIO:

Frances A. Gonzalez
Assistant City Manager

ATTEST

Leticia M. Vacek
City Clerk

Date

APPROVED AS TO FORM:

Michael D. Bernard
City Attorney