

BILL NO. 2895

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT WITH THE CITY OF HOLLISTER, MISSOURI FOR ENVIRONMENTAL PUBLIC HEALTH SERVICES WITHIN THE CITY OF HOLLISTER:

WHEREAS, the Missouri General Assembly enacted RSMO. 70.220, a statute which provides that political subdivisions may cooperate with each other for a common service, and

WHEREAS, the City of Hollister desires to contract with the City of Branson for enforcement of Hollister's Public Health Regulations; and

WHEREAS, the Branson Board of Aldermen deem it in the best interest for the health, safety and welfare of the residents of both cities to provide this service.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, AS FOLLOWS:

Section 1: The Board of Aldermen hereby authorize the Mayor to execute an Agreement with the City of Hollister in substantially the form attached.

Section 2: This ordinance shall be in full force and effect upon from and after its passage and approval.

Read, this first time on this _____ day of August, 2004.


Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this _____ day of August, 2004.

Louis E. Schaefer
Mayor

ATTEST:

Sandra L. Williams, C.M.C.
City Clerk

APPROVED AS TO FORM:



Daniel R. Wichmer
City Attorney

AGREEMENT

AN AGREEMENT entered into by and between the City of Branson and the City of Hollister to provide for environmental public health services within the City of Hollister. The City of Hollister by ordinance has established a City Health Department for providing certain services to the inhabitants within the city boundaries. By this agreement the City of Hollister Board of Aldermen and the Branson Board of Aldermen deem it in the best interest of both cities to delineate the scope of services.

For and in consideration of the mutual considerations set forth herein below, the City of Branson and the City of Hollister agree as follows:

1. Scope of Services: The Contractor (City of Branson Health Department) shall provide the following core environmental services to the City of Hollister:

- A. Provide for a basic environmental health services consisting of any or all components of the following within budget limitation:
*General Sanitation *Environmental Assessment *Food *Water *Sewage
*Lodging
- B. The Contractor will submit timely reports to the City of Hollister and Quarterly Status reports to the State Department of Health.
- C. The Contractor will use the City of Hollister Ordinances governing food, lodging and pools and the Environmental Health Policy and Procedure Manual when operating under state law at the local level.
- D. The Contractor shall provide staff, vehicle and equipment.
- E. Agree that the qualification of its employees providing contact services shall be at least equal to the minimum qualifications established for positions having essentially the same duties and responsibilities in the State Department of Health.
- F. Participate in developing and implementing a process for evaluation of the program and planning future direction.

2. Additional Services: The Contractor (City of Branson Health Department) shall also provide the following additional services (Deliverables) to the City of Hollister:

- A. **FOOD**
Inspection of all inventoried establishments as per risk rating with necessary follow-up to all critical items within fourteen (14) days of inspection.

Emergency Situation: Will timely respond to Communicable Disease Outbreaks and Case Investigations; Complaints, and Requests for Services.

Senior Citizens Center: Inspection of all inventoried establishments as per risk rating with necessary follow-up to all critical items within fourteen (14) days of inspection.

Temporary Food: Inspection of all operating establishments with follow-up on all critical items within 24 hours.

Food Processors (Warehouses): Inspection of all inventoried establishments as per risk rating with necessary follow-up on any items that would lead to adulteration of food products.

Distressed-Foods: Timely response to case investigations, complaints and requests for services.

B. SHELTER

Commercial Lodging: Inspection of all inventoried establishments annually with necessary follow-up to all critical items within fourteen (14) days of inspection.

Housing: Request for services shall be handled by Hollister Staff.

C. SEWAGE

Request for services shall be handled by Hollister Staff.

D. WATER

Private Wells: Respond to requests for services and complaints in cooperation with Hollister Staff, Communicable Disease Outbreaks and Case Investigations.

Recreational Water: Inspection and Sampling on a periodic basis to insure the quality of recreational water for the prevention of disease.

E. VECTOR AND ANIMAL CONTROL

Rabies and Animal Control: City of Hollister will respond to requests for service.

Vector (Insect-Rodents): City of Hollister will respond to requests for service.

3. **Term of Agreement:** The duration of this agreement shall be for one year. Either party shall have the right to terminate this agreement with or without cause upon giving thirty (30) days notice.

4. Contractor's Compensation

- A. The city of Hollister shall pay to the City of Branson the amount of \$6,500 for the one (1) year term of this agreement.
- B. The total amount of the above will be paid to the City of Branson in one lump sum no later than 30 days after execution of this agreement.

5. Liability and indemnity: The parties mutually agree to the following:

- A. The maximum liability of the City of Branson shall be limited to only the acts of the city's own negligence and only to the amount of money to be received by the City under this contract.
- B. The City of Hollister agrees to take all steps necessary to endow the agents of the City of Branson with all the necessary power and authority to carry out their obligations under this Contract, so that the parties, their agents and employees will enjoy the full protections and immunities, both sovereign and official.

6. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri, Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

7. Entire Agreement. This agreement contains the entire agreement of the parties and there are no promises, representations or understandings not expressly written. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the _____ day of _____, 2004.

ATTEST:

Sandra L. Williams, C.M.C.
City Clerk

Approved as to Form:

Daniel R. Wichmer, Branson City Attorney

City of Branson

By: _____

Louis E. Schaefer, Mayor

City of Hollister

ATTEST:

Sheryl Brashear, C.M.C.
City Clerk

By: _____

David Tate, Mayor