

AN ORDINANCE OF THE CITY OF PORTAGE DES SIOUX, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH ST. CHARLES COUNTY TO PROVIDE FOOD SERVICE ESTABLISHMENT INSPECTIONS AND ENFORCEMENT UNDER THE ~~FOOD SERVICE ESTABLISHMENT~~ CODE.

WHEREAS, ST. CHARLES COUNTY HAS ADOPTED A FOOD SERVICE ESTABLISHMENT CODE, AND;

WHEREAS, THE CITY OF PORTAGE DES SIOUX, MISSOURI DESIRES THE SERVICES OF ST. CHARLES COUNTY TO PROVIDE FOOD SERVICE ESTABLISHMENT INSPECTIONS AND ENFORCEMENT UNDER THE FOOD SERVICE ESTABLISHMENT CODE, AND, WHEREAS, THE ST. CHARLES COUNTY GOVERNMENT HAS AUTHORITY UNDER SECTION 70.220 R.S.MO. 1986 AS AMENDED, TO ENTER INTO CONTRACT WITH THE CITY OF PORTAGE DES SIOUX, MISSOURI.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PORTAGE DES SIOUX, MISSOURI AS FOLLOWS:

SECTION I

ST. CHARLES COUNTY WILL PROVIDE FOOD SERVICE ESTABLISHMENT INSPECTIONS AND ENFORCEMENT AS PROVIDED IN THE CONTRACT FOR FOOD SERVICE ESTABLISHMENT INSPECTIONS AGREEMENT BETWEEN PORTAGE DES SIOUX AND ST. CHARLES COUNTY ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN AS EXHIBIT "A".

SECTION II

THE CITY OF PORTAGE DES SIOUX, MISSOURI WILL PROVIDE ST. CHARLES COUNTY WITH INFORMATION OF ALL NEWLY OPENED FOOD SERVICE ESTABLISHMENTS AT LEAST TEN (10) DAYS PRIOR TO OPENING.

SECTION III

THE CITY OF PORTAGE DES SIOUX WILL PROVIDE ST. CHARLES COUNTY WITH AN ANNUAL LIST OF ALL FOOD SERVICE ESTABLISHMENTS LOCATED WITHIN THE CITY LIMITS NO LATER THAN JANUARY 31ST OF EACH YEAR.

SECTION IV

WHENEVER THERE IS A CONFLICT BETWEEN THIS ORDINANCE AND ANY EXISTING ORDINANCE, THE PROVISIONS SET FORTH HEREIN SHALL GOVERN.

SECTION V

EACH SEPARATE PROVISION OF THIS ORDINANCE SHALL BE DEEMED INDEPENDENT OF ALL OTHER PROVISIONS HEREIN AND THAT IF ANY PROVISIONS OF THIS ORDINANCE SHALL BE DECLARED INVALID, ALL OTHER PROVISIONS HEREOF SHALL REMAIN VALID AND ENFORCEABLE.

SECTION VI

THIS ORDINANCE SHALL BE EFFECTIVE IMMEDIATELY UPON ITS PASSAGE, ADOPTION AND APPROVAL BY THE MAYOR AND THIS ORDINANCE HAS RECEIVED ALL OF THE REQUIRED READINGS AT THE SAME MEETING AT WHICH THE BILL WAS INTRODUCED SO THAT IT CAN BE PASSED AT ONE MEETING. THIS ORDINANCE IS PRIMA FACIE DEEMED AN EMERGENCY ORDINANCE BECAUSE IT ALLOWS THE BOARD OF ALDERMEN TO TAKE IMMEDIATE ACTION TO PREVENT OR TO REMEDY A CONDITION OR A SITUATION WHICH IS OF SUCH A NATURE THAT IT DEMS ATTENTION, AND TO POSTPONE ACTION WOULD RESULT IN SERIOUS INJURY OR DAMAGE TO THE PEOPLE, THE GOVERNMENT, OR THE MUNICIPALITY. THE PUBLIC URGENCY CONSTITUTING THE EMERGENCY INVOLVES THE PRESERVATION OF THE PUBLIC PEACE, HEALTH, SAFETY AND WELFARE.

SECTION VII

THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS
PASSAGE AND APPROVAL.

ENACTED: JANUARY 4, 1993

George R. Condit
MAYOR

ATTEST:

CITY CLERK

APPROVED BY THE MAYOR OF THE CITY OF PORTAGE DES SIOUX, MISSOURI, THIS
4TH DAY OF JANUARY 1993.

George R. Condit
MAYOR

ATTEST:

CITY CLERK

CITY SEAL

Bill No. 5

Ordinance No. 93-9

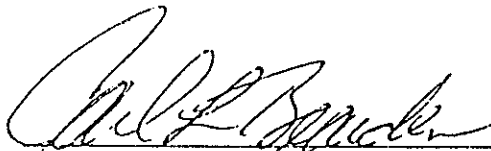
AN ORDINANCE OF ST. CHARLES COUNTY, MISSOURI, AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A FOOD SERVICE ESTABLISHMENT INSPECTION AGREEMENT BETWEEN ST. CHARLES COUNTY, MISSOURI, AND THE CITY OF PORTAGE DES SIOUX, MISSOURI

BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. CHARLES COUNTY, MISSOURI, AS FOLLOWS:

- Section 1. The County Executive is hereby authorized and directed to execute a Food Service Establishment Inspection Agreement between St. Charles County, Missouri, and the City of Portage Des Sioux, Missouri, to provide food service establishment inspections and enforcement under the Food Service Establishment Code, Second Edition.
- Section 2. The Food Service Establishment Inspection Agreement shall be substantially the same in form and content as that Food Service Establishment Inspection Agreement attached hereto as Exhibit A.
- Section 3. This ordinance shall be in full force and effect from and after the date of its passage and approval.

February 08, 1993
DATE PASSED

February 09, 1993
DATE APPROVED BY COUNTY EXECUTIVE


CHAIR OF THE COUNCIL


COUNTY EXECUTIVE

FOOD SERVICE ESTABLISHMENT INSPECTION AGREEMENT

This Agreement made this 4th day of January, 1993, between ST. CHARLES COUNTY, MISSOURI (hereinafter "County") and the City of Portage Des Sioux, Missouri, a municipal corporation and city of the fourth class, (hereinafter "City") pursuant to Section 70.220, R.S.Mo. 1986, to provide food service establishment inspections and enforcement under the Food Service Establishment Code, Second Edition, is subject to the following terms and conditions:

ARTICLE I - GENERAL TERMS

A. The County will:

1. collect all annual fees paid by the food service establishments;
2. furnish to City a copy of The Food Service Establishment Code, Second Edition;
3. provide the City with a monthly summary of food service establishment inspection results;
4. issue to the food service establishments located within the city limits any final notices or violations of The Food Service Establishment Code;
5. inspect all public school district food service facilities, including but not limited to cafeterias;
6. provide the City with a copy of all legal notices sent to food service establishments;
7. work with the City for enforcement of The Food Services Establishment Code.

B. The City will:

8. provide the County with information of all newly opened food service establishments at least ten days prior to opening;

9. provide the County with an annual list of all food service establishments located within the city limits no later than January 31st each year;
10. adopt the Food Service Establishment Code, Second Edition, as the City Code.

ARTICLE II - LIABILITY

The City shall indemnify, protect and hold harmless St. Charles County, Missouri, from and against the loss, cost, claims, demands, damage and or expense arising out of any demand, claim, suit or judgment for damages to property and injury to or death of persons including the officers, agents and employees of either party herein, including payment under any workmen's compensation law, or under any plan for employee's disability or death benefit which may arise out of or be caused in whole or in part by the fault, failure, negligence or alleged negligence of the City, its agents, servants or employees in performing its obligations under this contract.

St. Charles County shall indemnify, protect and hold harmless the City from and against the loss, cost, claims, demands, damage and or expense arising out of any demand, claim, suit or judgment for damages to property and injury to or death of persons including the officers, agents and employees of either party herein, including payment under any workmen's compensation law, or under any plan for employee's disability or death benefit which may arise out of or be caused in whole or in part by the fault, failure, negligence or alleged

negligence of the County, its agents, servants or employees in performing its obligations under this contract.

ARTICLE III - LIMITATION

A. This contract is not assignable and shall be performed by City and County, under the rules and regulations contained in the Food Establishment Service Code, Second Edition, as the same exists and may from time to time be amended.

B. In performing and enforcing its obligations under this Agreement, City and County shall comply with all applicable laws, ordinances, rules, regulations and requirements now in force or which may hereinafter be put into force.

ARTICLE IV - COMPENSATION

In consideration of St. Charles County providing the services under this contract, the parties agree that the County shall retain one hundred percent (100%) of all fees collected from food service establishments located in the city limits.

ARTICLE V - TERMINATION

A. This Agreement is effective as of January 4, 1993, and terminates December 31, 1993. This Agreement shall automatically be renewed unless either party gives written notice on or before November 30th of each year.

B. This Agreement may be terminated by either party hereto at any time by giving thirty (30) days prior written notice to the other at the address shown on the signature page.

CITY OF
Portage Des Sioux, Mo.
PO Box 118
Portage Des Sioux
63373

ST. CHARLES COUNTY, MISSOURI
118 North Second Street
St. Charles, Missouri 63301

George R. Lamb
Mayor

Eugene C. Schwendemann
Eugene C. Schwendemann
County Executive 2-11-93

ATTEST:

ATTEST:

Luzie A. Cissell
City Clerk

Jim Primm
Jim Primm
County Clerk

CITY SEAL