

**ENVIRONMENTAL HEALTH/
OSSF INSPECTION & CITY INSPECTION SERVICES AGREEMENT**

This Agreement, made and entered into this the 19th day of December 2017, by and between the **City of Dripping Springs, Texas**, hereinafter referred to as the “City” and **Environmental Concepts, LLC**, hereinafter referred to as “Inspector,” is understood and agreed to be as set forth herein:

- 1. Description of Services:** The City, in connection with carrying out the duties of its various ordinances and permitting processes regulating the health and safety of food establishments, day cares, and the construction and operation of On-Site Sewage Facilities (OSSF, also known as “septic systems”) and City ordinances as they refer to various codes and building requirements, requires the services of a City Inspector.
 - (a) The Inspector shall be retained by the City under the designation of “City Inspector.”
 - (b) Inspector agrees to make all inspections and issue permits required or requested by the City under appropriate ordinances of the City. Such inspections and permits shall include, but not be limited to, those related to food establishments, schools, child care facilities, health care facilities, and on-site sewage facilities.
 - (c) Upon City’s request, Inspector will make written reports noting ordinance compliance or any deviations from all inspections and deliver a copy of such reports to the office via mail, in person, facsimile, or other electronic means within two (2) business days after the receipt of request for inspection.
 - (d) Inspector shall investigate complaints of poor sanitation in public establishments and private property.
 - (e) Inspector shall explain City health ordinances and recommend corrective actions to the public.
 - (f) Inspector shall perform follow-up inspections, issue warnings and/or citations and ensure proper issuance of City health permits.
 - (g) Inspector shall provide food handler classes from time to time when requested by the City.
 - (h) Inspector shall review OSSF permit applications and issue OSSF permits.
 - (i) Inspector shall submit required reports to the State regarding environmental health and OSSFs.
 - (j) Inspector shall assist in the compliance of City ordinances and codes as they pertain to building permits, signage and any other code or ordinance compliance issues as requested by the City. To be known as “Code Enforcement”.
 - (k) Inspector may from time to time be called upon to perform the following services:

- (1) attend meetings of the City Council, when requested by the Mayor, Council Member, or other City Official; and/or
 - (2) attend other public or private meetings involving inspection matters related to the duties performed under this Agreement.
- (l) Request for the inspection may be made by telephone or email. Upon notification and when available, Inspector will honor the request within two (2) business days.
 - (m) Inspector shall conduct business as an agent of the City in good faith displaying professionalism and a courteous manner in dealings with the citizens of the City. City Inspector agrees to abide by the Building Official Code of Ethics as established by the International Code Council. Inspector will report to the Planning Director, verbally or in writing, any conflicts between Inspector and any citizen in the course of performing said duties.
 - (n) City may conduct customer satisfaction surveys from time to time without notice to Inspector. The City will incur cost of materials to perform such surveys.
 - (o) Inspector shall maintain complete and accurate records of work performed for the City. Inspector shall manage both public and confidential records that Inspector obtains pursuant to this Agreement with the understanding that some records may be subject to state open government laws.”
 - (p) Performs other related duties as needed.

2. Payment for Services: The City will employ the Inspector for the following fee structure:

- (a) **Office Hours**—Inspector shall observe regular office hours on Thursdays and one other day (either a Monday, Wednesday or Friday) as available, from 9:00 am until needed or duties are completed. Office Hours shall be maintained in the City Hall complex. Office Hours & Code Enforcement shall be compensated at an Hourly Rate of \$60.00 per hour, plus mileage reimbursement at the current IRS rate. Office Hours may be rescheduled by the City and/or Inspector as needed to conform to the City’s holiday schedule. The City and/or Inspector reserves the right to change office hours upon consultation with the other.
- (b) **Inspections:** Health, Food & OSSF Inspections shall be compensated at a rate of \$125.00 per inspection, plus mileage to be reimbursed at the current IRS rate. All inspections shall be performed at times other than the Inspector’s Office Hours. Other inspection duties occurring outside the realm of scheduled office hours/days (i.e. special events) will be compensated at \$125.00 per hour plus mileage at the current IRS rate.
- (c) **Invoices:** Inspector shall invoice City monthly for office hours and for each inspection and re-inspection performed. Invoices shall include a description of the work performed during office hours and the address and type of inspection performed. Re-inspection fees shall be those fees identified above.
- (d) After a properly completed invoice is received and acceptable to the City, and such acceptance shall not be unreasonably withheld, City shall remit payment to Contractor within thirty (30) days of receiving the invoice.

3. **Termination:** Either party may terminate this Agreement by a thirty (30) day written notice to the other party.
4. **Relationship of Parties:** It is understood by the parties that Inspector is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Inspector. Inspector shall maintain a separate place of business, from which inspector can provide services to other customers unrelated to the City. Inspector shall provide the tools, equipment and supplies necessary for completion of the tasks covered by this Agreement.
5. **Employees:** Inspector's employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Inspector shall provide adequate evidence that such persons are Inspector's employees.
6. **Limitations:** During the period the Consultant is covered by this agreement, the Consultant will contact the City in writing if a potential conflict of interest with a third party client may exist. If the City Council finds that a project for a third party client of the Consultant has a direct conflict with the City, the City Council shall contact the Consultant in writing. If the conflict of interest cannot be resolved to either party's satisfaction, either the Consultant or the City Council may terminate this Agreement with seven (7) days' notice to the other party.
7. **Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
8. **Injuries/Insurance:** Inspector acknowledges Inspector's obligation to obtain appropriate insurance coverage for the benefit of Inspector's employees, if any. Inspector waives the rights to recovery from City for any injuries that Inspector and/or Inspector's employees may sustain while performing services under this Agreement. Inspector to provide a copy of insurance coverage to City at least ten (10) days prior to end of any existing coverage period.
9. **Indemnification:** Inspector agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs and judgments that may be asserted against City that result from acts or omissions of Inspector, Inspector's employees, if any, and Inspector's agents.
10. **Assignment:** Inspector's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.

11. Notice: All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for the City:

City of Dripping Springs
Kyle Dannhaus, Code Enforcement Manager
P.O. Box 384
Dripping Springs, TX 78620

If for Inspector:

Environmental Concepts, LLC
Kyle B. DeHart, R.S., Owner
P.O. Box 585
Wimberley, TX 78676

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

12. Entire Agreement: This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties.

13. Amendment: This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

14. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. Waiver of Contractual Right: The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of limitation to that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

16. Applicable Law: The laws of the State of Texas shall govern this Agreement.

17. Venue: for any disputes arising under this Agreement shall be in *Hays County*, Texas.

CITY OF DRIPPING SPRINGS:



Todd Purcell, Mayor

ENVIRONMENTAL CONCEPTS, LLC:



Kyle B. DeHart, R.S., Environmental Health/OSSF
Inspector & City Inspector

ATTEST:



Andrea Cunningham, City Secretary



House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) Kyle B. DeHart, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Environmental Concepts, LLC

Company Name



Signature of Authorized Official

Owner/Manager

12-15-2017

Title of Authorized Official

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Kyle B DeHart

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

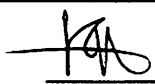
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

12-15-2017

Date