

STATE OF TEXAS	§	COOPERATIVE AGREEMENT
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	§	WILLIAMSON COUNTY AND CITIES
	§	
COUNTY OF WILLIAMSON	§	PUBLIC HEALTH DISTRICT

This Cooperative Agreement (this "Agreement") is made by and between the County of Williamson ("County") and the Cities of Cedar Park, Georgetown, Round Rock, and Taylor (collectively the "Cities"), under Chapter 121, Subchapter E of the Texas Health and Safety Code laws of the State of Texas, (the "Code"), acting by and through their respective authorized officers and representatives.

**RECITALS**

**WHEREAS**, in 1943 the Williamson County Health Department was established; and

**WHEREAS**, the Local Public Health Reorganization Act, now codified in Chapter 121 of the Texas Health and Safety Code (the "Act"), authorizes the establishment of public health districts by a majority vote of the governing bodies of a county and one or more municipalities in the county for the purpose of providing and furnishing public health programs; and,

**WHEREAS**, in 1989 the Williamson County Health Department was reorganized as a Public Health District by Williamson County, Texas, and the Cities of Cedar Park, Georgetown, Round Rock, and Taylor (collectively the "Members"), and re-designated as the Williamson County & Cities Health District (hereinafter the "District"); and

**WHEREAS**, the Members govern the District through a "Cooperative Agreement;" and

**WHEREAS**, the Cooperative Agreement was last revised and re-adopted by the Members in 1992; and

**WHEREAS**, the Members have determined that the Cooperative Agreement again needs to be amended and restated to reflect current practices and to clarify certain provisions.

**NOW THEREFORE, the Members of the District do hereby amend and restate the Cooperative Agreement relating to the Williamson County & Cities Health District in accordance with the following:**

**I. GOVERNANCE**

1.1. The affairs of the District shall be governed by a public health board, which shall be called the Williamson County Board of Health (hereinafter the "Board"). The Board shall be an administrative public health board and shall have the authority to adopt substantive and procedural rules which are necessary and appropriate to promote and preserve the health and safety of the public within its jurisdiction, provided that no rule adopted shall be in conflict with the laws of the State of Texas.

- 1.2. Two directors shall be appointed by the Williamson County Commissioners' Court, and one director shall be appointed by each of the municipal governing bodies of the cities of Cedar Park, Georgetown, Round Rock, and Taylor.
- 1.3. Williamson County and any incorporated city may apply to become a Member of the District. The governing body of each Member shall review the application. The governmental entity may be admitted as a Member if a majority of the governing body of each Member approves the application. Upon admission as a Member, and approval of this Cooperation Agreement, the governing body of the new Member with a population of 15,000 or greater may appoint one qualified director to the Board. New Members with less than 15,000 population will join together and select two qualified directors to represent them on the Board. If there are four or less new Members with population less than 15,000 each, they will join together and select one qualified director to represent them on the Board. Existing Members in place on the effective date of this Cooperative Agreement will retain current representation on the Board regardless of population estimate.
- 1.4. To be qualified as a director, a person must be a citizen of the United States and must have resided at least three (3) years in the jurisdiction covered by the District. A director shall not be an elected official or employee of the Members or their immediate families, or employees of the District or their immediate families.
- 1.5. Directors shall serve without compensation.
- 1.6. Directors shall serve staggered three-year terms, except as provided in Sections 1.7 and 1.9 below.
- 1.7. The term effective date for directors appointed by new Members shall be staggered such that no more than one-third (1/3) of the terms of the directors expire in any one year. To accomplish such staggering, new directors shall have terms commencing as follows: on January 1 of the current year for those joining the District between January 1 through June 30, and January 1 of the following year for those joining the District between July 1 through December 31. In addition, if multiple new Members join the District in the same year, the Board may designate the initial term of the newly appointed directors to be one, two, or three years in order to maintain the balance of no more than one-third (1/3) of the terms expiring in any one year.
- 1.8. A director may be removed from the Board for neglect of duty, malfeasance, or unbecoming behavior by majority vote of the governing body of the Member originally making the appointment. The Executive Director is to contact the Member if its representative is absent for two consecutive Board meetings or three Board meetings during a calendar year.

- 1.9. All vacancies caused by death, resignation or removal of a director shall be filled for the unexpired portion of the term by the governing body of the Member which made the original appointment. At the discretion of the appointing governing body, if less than one (1) year remains in the unexpired term, then the governing body may appoint a director to fill the unexpired portion of the term plus a full term of three (3) years.
- 1.10. A director may serve consecutive terms.

## II. OFFICERS

- 2.1. *General.* The officers of the Board shall consist of the chairperson, vice-chairperson, and secretary. The members of the Board shall select the officers from amongst their members, and each officer shall serve a one year term.
- 2.2. *Chairperson.* The Chairperson shall preside at all meetings of the Board. At each meeting, the Chairperson shall submit such recommendations and information as he/she may consider proper concerning the business, affairs and policies of the District.
- 2.3. *Vice-Chairperson.* The Vice-Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson and in case of the resignation or death of the Chairperson. The Vice-Chairperson shall perform such duties as are imposed on the Chairperson until such time as the Board shall appoint a new Chairperson.
- 2.4. *Secretary.* The Secretary or his/her designee shall act as Secretary of the meetings of the Board and record all votes, and shall keep a record of the proceedings of the Board in a journal of proceedings to be kept for such purpose and shall perform all duties incidental to his/her office.

## III. EXECUTIVE DIRECTOR

- 3.1. The directors of the Board shall appoint an Executive Director of the District. The Executive Director shall be the chief administrative officer of the District and shall manage the day-to-day operations of the District, subject to the direction of the Board.
- 3.2. If the Executive Director is a physician licensed and in good standing in the state of Texas, the Executive Director will also serve as Health Authority in the jurisdiction of the District. If the Executive Director is not a physician licensed and in good standing in the State of Texas, a Health Authority shall be retained as provided in Section 8.1.
- 3.3. The Executive Director shall be an ex-officio non-voting member of the Board.
- 3.4. If, during the annual evaluation of the Executive Director or at any other time, two-thirds of the entire Board determines the Executive Director has engaged in neglect of duty, malfeasance, or unbecoming behavior, or has otherwise violated provisions of the District's personnel policies, the Executive Director's employment may be terminated

immediately. The exact terms of the termination shall be determined at the time by a majority vote of the Board. In the event of the Executive Director's death, resignation, or removal from office, the Board shall select a new Executive Director.

- 3.5. The Executive Director shall employ such full or part-time employees as are needed to carry out the programs of the District. These employees shall be employees of the District and perform those duties as are assigned to them. The compensation of such personnel, including the Executive Director, shall be determined by the Board subject to the laws of the State of Texas. The Executive Director shall have the authority, and subject to provisions of the policies-procedures of the District, to hire, fire, direct, and control the work, as functionally appropriate, of such employees.

#### **IV. MEETINGS**

- 4.1. A majority of the voting directors shall constitute a quorum for the transaction of business. The presence of the Executive Director shall not count for the purposes of determining whether a quorum is present.
- 4.2. The Board shall meet at least quarterly on a date fixed by the Board and shall hold such meetings as may be called by the chairperson or by the majority of the Board.
- 4.3. The Board shall comply with the Open Meetings Act.

#### **V. PURPOSE OF THE DISTRICT**

- 5.1. The District may perform any public health function that any of its Members may perform unless otherwise restricted by law. The Board and Director shall determine which public health programs and services will be provided by the District based on needs assessment and the availability of resources.
- 5.2. The District shall be affiliated with the Texas Department of State Health Services or its successor to facilitate the exchange of information and the coordination of public health services.
- 5.3. The District shall provide "Essential public health services" as defined in Section 121.002 of the Act.
  - 5.3.1. Monitor the health status of individuals in the community to identify community health problems;
  - 5.3.2. Diagnose and investigate community health problems and community health hazards;
  - 5.3.3. Inform, educate, and empower the community with respect to health issues;

- 5.3.4. Mobilize community partnerships in identifying and solving community health problems;
  - 5.3.5. Develop policies and plans that support individual and community efforts to improve health;
  - 5.3.6. Enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules;
  - 5.3.7. Link individuals who have a need for community and personal health services to appropriate community and private providers;
  - 5.3.8. Ensure a competent workforce for the provision of essential public health services;
  - 5.3.9. Research new insights and innovative solutions to community health problems; and
  - 5.3.10. Evaluate the effectiveness, accessibility, and quality of personal and population-based services in a community.
- 5.4. By way of illustration but not by way of requirement or limitation, the District may provide public health services such as the following: communicable disease control and prevention services, public health education, information and referral services, environmental and consumer health programs, public health nutrition programs, community assessment and health status data analysis, public health emergency preparedness and response, and collaborating with others to address public health issues.
- 5.5. Members and other government entities, as well as private institutions both within and outside of Williamson County, may contract with the District to provide additional public health services upon approval of the Board.
- 5.6. The Board shall have the authority to set and collect fees for its services and for the issuance of health and sanitation-related licenses and permits as authorized by law.
- 5.7. The District shall also have authority to conduct health and sanitation inspections for Members, for non-Member governments that enter into an interlocal agreement with the District, or as authorized by law.
- 5.8. When the District has the responsibility to issue a certain type of health or sanitation permit, the Members agree not to require their own health or sanitation permits.

## VI. LIABILITY AND INDEMNITY

- 6.1. As provided in the Act, the District is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions. As provided in Section 101.063 of the Texas Civil Practices and Remedies Code, a governmental unit that is a member of a public health district is not liable under Chapter 101 for any conduct of the District's personnel or for any condition or use of the District's property. Nothing in this Agreement shall be construed or interpreted to waive this immunity.
- 6.2. The District shall indemnify each and every director, its officers and its employees, to the fullest extent permitted by law against any and all liability or expense, including attorneys fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the District. This indemnity shall apply even if one or more of those to be indemnified was negligent or caused or contributed to cause any loss, claim, action or suit. Specifically, it is the intent of this Agreement and the District to require the District to indemnify those named for indemnification, even for the consequences of the negligence of those to be indemnified which caused or contributed to cause any liability. Notwithstanding the foregoing, the District will not pay actual damages, punitive damages, court costs, or attorney fees awarded against indemnified persons if the awards arise from a cause of action for official misconduct or arise from a cause of action involving a willful or wrongful act or omission or an act or omission constituting gross negligence.
- 6.3. The District must purchase and maintain insurance, as available, on behalf of any director, officer, employee, or agent of the District, or on behalf of any person serving at the request of the District as a board member, officer, employee, medical director or Health Authority, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the District, whether or not the District has the power to indemnify that person against liability for any of those acts.
- 6.4. The Williamson County Attorney's office will advise and represent the District on general legal matters not covered by insurance, within the scope of their expertise, and for which there is no conflict of interest. For matters relating solely to their own Member Government, the Member Governments agree to provide or fund legal services to the District for matters not covered by insurance, within the scope of their expertise, and for which there is no conflict of interest.

## VII. FINANCING OF THE FUNCTIONS OF THE DISTRICT

- 7.1. The District's fiscal year shall be January 1 through December 31.
- 7.2. The Members of the District shall pay the costs necessary to operate the District, including costs for staff salaries, supplies, suitable offices, health and clinic centers, health services and facilities, and maintenance, in the amount agreed to by the governing body of each Member. The District will request that city Members contribute on a per capita basis based on the U.S. Census Bureau's most recent annual estimate of population.
- 7.3. The Board shall annually request funding from Members on an October 1 – September 30 fiscal year basis. New Members joining after the Effective Date of this Agreement shall pay on the same basis or according to the same formula as the existing Members, but such payment may be pro-rated to the effective date of the new Member's admission to the District relative to October 1.
- 7.4. The District shall also actively seek funding from the Texas Department of State Health Services or its successor (or any other state or federal agency), and from public or private grants.
- 7.5. The District shall be allowed to assess and collect fees for its services as may be established by the Board.
- 7.6. The Board and Executive Director will maximize funding from other available sources, including governmental and private grants, prior to requesting funding from Members.
- 7.7. All funds of the District not otherwise employed will be deposited in banks or other depositories designated by the Board.
- 7.8. All checks, drafts, endorsements, notes and evidences of indebtedness of the District will be signed by such officers or agents and all endorsements for deposits to the credit of the District will be made as authorized by the Board.
- 7.9. No loans or advances will be contracted on behalf of the District, and no note or other evidence of indebtedness will be issued in its name, except as authorized by majority vote of the Board and for purposes allowed by law.
- 7.10. Only the Executive Director or his/her designee acting in compliance with any Business Practices or Policies and Procedures Manual approved by the Board, may, in the name of and on behalf of the District, enter into contracts or execute and deliver instruments as specifically authorized by the Board by resolution or action at a duly-called meeting.

- 7.11. The District shall maintain sufficient undesignated cash reserve funds to prevent untimely disruptions in services or loss of key personnel.
- 7.12. The Executive Director will provide to the Board no later than one hundred fifty (150) days after the close of the fiscal year a report containing the following information in appropriate detail:
  - 7.12.1. The assets and liabilities of the District as of the end of the fiscal year;
  - 7.12.2. The principal changes in assets and liabilities during the fiscal year;
  - 7.12.3. The revenues and receipts, both restricted and unrestricted to particular purposes, for the fiscal year;
  - 7.12.4. The expenses or disbursements, for both general and restricted purposes, during the fiscal year;
  - 7.12.5. The substantial activities and projects begun, in progress, and completed during the fiscal year.
  - 7.12.6. The annual report will include a report of an independent accountant, or in lieu of such report, the certificate of an authorized officer of the District that such statements were prepared without audit from the books and records of the District.
- 7.13. The Board shall require that an independent audit of the District's financial records be made annually. The annual audit shall be available for public inspection during all normal business hours at the District office. The District shall adopt sound financial management policies and procedures and shall comply with requirements of funding entities.

## **VIII. EMPLOYEES**

- 8.1. If the Executive Director is not a physician, the Executive Director, subject to approval by the Board, shall appoint a physician licensed and in good standing in the state of Texas as an officer of the District to serve as the Health Authority. If no local physician can be found who is willing to so serve, then the designated Medical Director of the Texas Department of State Health Services or its successor or his/her designee shall serve as the Health Authority. A Health Authority appointed under the provisions of Section 121.021 of the Act has certain duties prescribed by State Law that are necessary to implement and enforce to protect public health. The Health Authority shall aid the Board in all matters of local quarantine, disease prevention and suppression, sanitation inspection and control of contagious, infectious, and epidemic diseases within the District's jurisdiction. It is the intent of this Agreement that any Health Authority of the District shall be an "employee" as defined by Section 101.001(2) of the Texas Civil

Practice and Remedies Code for the purposes of the Texas Tort Claims Act. A Health Authority is a state officer when performing duties prescribed by state law. (Section 121.024 of the Texas Health and Safety Code).

- 8.2. The District's employees shall be eligible to participate in the Benefits Program offered by Williamson County to county employees, including group health insurance, workers' compensation program, and retirement system.
- 8.3. The Board may in some years grant a cost of living increase to each District employee, except that the size of the increase shall not exceed the cost of living increase granted by the Williamson County Commissioners' Court to each county employee for that fiscal year. District employees shall not be granted an automatic pay raise based on longevity alone. Instead, the Board may, as resources permit, authorize the Executive Director to grant merit increases to an employee based on job performance and/or promotion in job responsibility.

#### **IX. MISCELLANEOUS**

- 9.1. The Members agree to appoint a representative to a task force to study the feasibility of inviting/compelling other incorporated cities located in Williamson County to join the District. The Executive Director shall also be a member of the task force. The task force shall report to the Board and to the governing body of each Member within one (1) year of the Effective Date of this Agreement.
- 9.2. The provisions of Chapter 121 of the Texas Health and Safety Code shall be applicable to the District. In the event of a conflict between Chapter 121 and this Agreement, Chapter 121 shall control.
- 9.3. A Member Government may withdraw from this Agreement by giving written notice to the other Members and to the Executive Director no later than six (6) months before the end of the District's fiscal year. The withdrawal shall become effective at the end of the current District fiscal year after the withdrawing Member Government has given written notice of its decision to the Board. Such notice of withdrawal shall not relieve such Member Government of any obligation incurred by such Member Government prior to effective date of withdrawal.
- 9.4. Modification of this Agreement shall be in writing and effective upon approval by a majority of the Member Governments.
- 9.5. This Agreement shall remain in effect unless modified or cancelled by a majority of the Members.
- 9.6. In the event that a majority of Member Governments vote to dissolve the District, after payment of all liabilities, the District's unencumbered assets will be distributed

proportionately to current Members based on their current fiscal year contributions to the District.

- 9.7. This Agreement constitutes the entire Agreement between the Parties in regards to the provision of public health services, and supersedes all prior such Agreements between the Parties.
- 9.8. This Agreement shall become effective (the date inserted will be the last date of approval by a Member Government) April 26, 2007.