

**INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY AND
WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
REGARDING
ACCRUED LEAVE FOR OSSF EMPLOYEES**

This Interlocal Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter referred to as the "County"), and the WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT (hereinafter referred to as "WCCHD"). WCCHD and the County are herein referred to collectively as the "Parties" and individually as "Party."

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, allows these entities to contract with one another to perform governmental functions and services; and

WHEREAS, the Parties have previously taken action to transfer the permitting and regulation of on-site sewage facilities (OSSF) from WCCHD to the County; and

WHEREAS, the transfer of OSSF permitting and regulation will involve transferring several employees from WCCHD to the County; and

WHEREAS, the Parties desire to contract with each other for WCCHD to fund the accrued annual leave and the accrued sick leave for any transferred employees and for the County to assume responsibility for the administration of, and payment of, annual leave and sick leave benefits for any transferred employees; and

WHEREAS, the Parties hereby make a determination that entering into this Agreement would be mutually beneficial and not detrimental to the Parties.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. AUTHORITY

This Agreement is entered into by and between the Parties pursuant to the authority contained in Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act. The provisions of Chapter 791 of the Government Code are incorporated into this Agreement, and this Agreement shall be interpreted in accordance with the Act.

2. PURPOSE

The purpose of this Agreement is for WCCHD to fund the accrued annual leave and the accrued sick leave for any WCCHD employees that are transferred to the County for the performance of OSSF permitting and regulation. The further purpose of this Agreement is to provide for the County to assume the administration of annual leave and sick leave benefits for any transferred employees and for the County to assume the obligations for payment of annual leave and sick leave benefits for any transferred employees.

3. TERM

The term of this Agreement shall be for _____ (____) months from the effective date hereof.

4. OBLIGATIONS OF WCCHD

4.1 Within _____ working days after the date of transfer of OSSF employees from WCCHD to the County, WCCHD will transfer funds to the County in an aggregate amount having the following components:

- a. a maximum of forty (40) hours of accrued, unpaid annual leave of each transferred employee, and
- b. a maximum of four hundred eighty (480) hours of accrued, unpaid sick leave of each transferred employee.

The foregoing amounts shall be determined as of the date of transfer, which will be 11:59 pm on September 30, 2017, at the current salary or hourly rate of pay for each transferred employee, plus all fringe.

4.2 WCCHD shall provide the County a schedule stating the hours and monetary value of the accrued, unpaid leave for each transferred employee.

5. OBLIGATIONS OF COUNTY

5.1 The County will accept the funds provided by WCCHD pursuant to Section 4, and shall assign and maintain such funds solely for payment of annual leave and sick leave for each transferred OSSF employee during their terms of employment with the County.

5.2 The County will create employment records for each transferred employee stating annual leave and sick leave balances corresponding to each employee's accrued, unpaid leave balances as of the date of their transfer of employment.

5.3 After the date of the transfer of the OSSF employees, the County will use the funds provided by WCCHD for payment of accrued annual leave and sick leave benefits for the transferred employees until the funds have been depleted.

6. LIABILITY

6.1 The Parties expressly agree that nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law. The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

7. TERMINATION AND SUSPENSION

Intentionally omitted.

8. NOTICE

All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below:

Williamson County

Attention: Williamson County Judge
Dan A. Gattis
710 Main Street, Suite 101
Georgetown, Texas 78626

Williamson County and Cities Health District

Attn: Executive Director
Williamson County and Cities Health District
100 W. 3rd Street
Georgetown, TX 78626

9. DISPUTE RESOLUTION

9.1 If a dispute or claim arises under this Agreement, the Parties agree to first try to resolve the dispute or claim by appropriate internal means, including referral to each Party's senior management. If the Parties cannot reach a mutually satisfactory resolution, then any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, WCCHD and County shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the Parties.

9.2 WCCHD and County hereby expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

10. MISCELLANEOUS PROVISIONS

10.1 No Third Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

10.2 No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between the Parties.

10.3 Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing services pursuant to this Agreement shall do so with funds available from current revenues of the Party.

10.4 Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

10.5 Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

10.6 Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

10.7 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

10.8 Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

10.9 Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other Party.

10.10 Non-Appropriation and Fiscal Year Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that either Party shall have the right to terminate this Agreement at the end of either Party's fiscal year if the governing body of Party does not appropriate sufficient funds as determined by Party's budget for the fiscal year in question. Party may effect such termination by giving the other Party written notice of termination at the end of its then-current fiscal year.

10.11 Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

10.12 Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

10.13 Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

10.14 Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.


10.15 Right to Audit. Both Parties agree that the other Party or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the other Party which are directly pertinent to the services to be performed under this Agreement by such other Party for the purposes of making audits, examinations, excerpts, and transcriptions. The Parties agree that the other Party shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The Party performing the audit shall give the other Party reasonable advance notice of intended audits.

10.16 Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

10.17 Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

APPROVED by the Williamson County Board of Health, in its meeting held on the _____ day of _____, 2017, and executed by its authorized representative.

WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

By:  _____
Ehab Kawa, Chairman
Williamson County Board of Health

Date Signed: 9/7/17

APPROVED by the Commissioners Court of Williamson County in its meeting held on the 19th day of September, 2017, and executed by its authorized representative.

WILLIAMSON COUNTY

By:  _____
Dan A. Gattis, County Judge

Date Signed: 10-17-2018