

**INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY AND
WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
FOR INFLUENZA VACCINES**

This Interlocal Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter referred to as the "County"), and WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT (hereinafter referred to as "WCCHD"). WCCHD and 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 desire to contract with each other for administration of annual influenza vaccines to all employees of the County and provision of influenza vaccines to EMS, Sheriff's Office and Wilco 911; and for reimbursement for above vaccine administration and provision.

WHEREAS, the Parties hereby decide 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 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

2.1. The Parties recognize the importance and need for annual influenza vaccination for all employees.

2.2. The purpose of this Agreement is to provide a comprehensive influenza vaccination campaign for the County.

3. TERM

3.1. The initial term of this Agreement shall be for 12 months from the effective date hereof. After that initial term, this Agreement may be renewed for successive terms of twelve (12) months each with such renewals to occur on or before the expiration date of

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the preceding term, and with such renewals being absolutely predicated upon the express written agreement of the Parties. Such renewals are permitted only provided the Parties have performed each contractual obligation specified in this Agreement.

3.2. It is understood and expressly acknowledged by the Parties that this Subsection 3.1 is subject to the provisions for early termination contained in Section 7 herein, and that this Agreement may be terminated for cause or convenience by either of the Parties in accordance with Section 7 herein, and that such termination may be effected at any time during the initial term or any successive renewal terms.

4. OBLIGATIONS OF WCCHD

4.1 WCCHD shall administer influenza vaccines to Williamson County employees and spouses as well as retirees covered under the health plan using the schedule, location and methods described in Exhibit A.

4.2 WCCHD shall provide influenza vaccines to Wilco 911, EMS and the Sheriff's Office.

4.3 WCCHD shall invoice county within 30 days of final administration of vaccine for actual vaccines administered at costs described in Exhibit A.

5. OBLIGATIONS OF COUNTY

5.1. County shall reimburse WCCHD for cost of influenza vaccines (supplies and administration fees included for those vaccines given out and vaccines only for those given out to above departments.

5.2. County shall _____.

5.3. County shall _____.

6. PAYMENT, INTEREST AND LATE PAYMENTS

6.1. The County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

6.2. In the event that an error appears in an invoice submitted by WCCHD, County shall notify WCCHD of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of WCCHD, WCCHD shall be entitled to receive interest on the unpaid balance of the invoice submitted by WCCHD beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, WCCHD shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

7. LIABILITY

7.1. 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.

8. TERMINATION AND SUSPENSION

8.1. Either Party has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to the other Party.

9. NOTICE

9.1. 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
Bill Gravell, Jr.
710 Main Street, Suite 101
Georgetown, Texas 78626

Williamson County and Cities Health District

Attention: Executive Director
Derrick L. Neal, MPA
355 Texas Avenue

Round Rock, Texas 78664

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 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 other 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

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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.

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16 day of May, 2019, **APPROVED** by Williamson County Board of Health, in its meeting held on the _____, and executed by its authorized representative.

WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

By: *Derrick L. Neal*
Derrick L. Neal, Executive Director

Date Signed: 5-30-2019

the 11th day of June, 2019, **APPROVED** by the Commissioners Court of Williamson County in its meeting held on _____, and executed by its authorized representative.

WILLIAMSON COUNTY

By: *Bill Gravell, Jr.*
Bill Gravell, Jr., County Judge

Date Signed: 6/11/19

EXHIBIT A

Date	Time	Location
October 30, 2019	Coincides with hours of Health Fair	Georgetown
October 31, 2019	8:00-10:30 am	Sheriff's Office 508 S Rock Georgetown
October 31, 2019	11:30-1:30 pm	Justice Center Impaneling Room (basement level) 405 MLK Georgetown
October 31, 2019	3:00-5:00 pm	Sheriff's Office 508 S Rock Georgetown
November 1, 2019	8:30-12:30 pm	Georgetown Annex 100 Wilco Way Georgetown

VACCINES	COST per Dose	Maximum Doses	Cost Not to Exceed
Quadrivalent Influenza Vaccine (administered)	\$34.00	600	\$20,400
High Dose Fluzone (Age 65+)	\$55.00	50	\$2,750
Quadrivalent Influenza Vaccine (provided)	\$16.00	250	\$4,000
Grant Total Not to Exceed			\$27,150