

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
AND WILLIAMSON COUNTY, TEXAS,
FOR ASSISTANCE WITH GRANT IMPLEMENTATION
(Use of Community Health Paramedic Personnel for
Covid-19 Immunizations Grant Program)
(Grant from Texas Department of State Health Services)**

RECITAL

This agreement (“Agreement”) is an interlocal cooperation agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **Williamson County and Cities Health District** (hereinafter “Health District”), a local governmental entity in the State of Texas acting herein by and through its governing body, and **Williamson County, Texas** (hereinafter “The County”), a political subdivision of the State of Texas, also acting herein by and through its governing body. For the public purpose of promoting and ensuring public health and safety, the Parties hereby enter into this Agreement as follows:

1. Effective Date and Term

This Agreement shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for completion of the scope of work set forth in the attached Exhibit and shall terminate upon completion of the scope of work or when terminated pursuant to paragraph 3 below.

2. Use of Community Health Paramedic Personnel for assistance with implementation for the Covid-19 Immunizations Grant Program

In the interest of promoting the public health and safety and supporting The County’s operations, the Health District will provide \$74,350.00 to The County from grant funding received from the Texas Department of State Health Services to assist with COVID-19 response and immunizations. In exchange, The County will use its Community Health Paramedic Personnel to provide certain operational assistance as set forth in the attached Exhibit, which is incorporated herein as if copied in full.

Payments will be made by the Health District to the County pursuant to the following schedule:

Amount	Milestone or Date
\$50000.00	August 18, 2022
\$24350.00	August 18, 2023

The Health District requests that the County submit invoices for each of these payments, to document the transactions for the grant funder.

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 the performance of the scope of work set forth in the attached Exhibit is completed; or (2) the date The Health District receives an invoice for the goods or services [in this case may be in the form of an e-mail]. Interest charges for any overdue payments shall be paid by the Health District 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 The 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.

It is understood and agreed that The County shall only be responsible for the scope of work items set forth in attached Exhibit and the Health District is responsible for applicable payments set forth in the attached Exhibit as well as the administration of all other grant-required scope of work items, including all reporting and other grant requirements.

3. Termination

This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof prior to completion of the Agreement. In the event of termination, the Parties agree to reasonably allocate the payments required under Section 2 to correspond to the portion of the scope of work that has been completed by The County.

4. Notices

- 4.1. The Parties designate the following persons for receipt of notice:

If to Williamson County:

Name: Hon. Bill Gravell, Williamson County Judge

Address: 710 Main St.
Georgetown, Texas 78626

If to City of Health District:

Name: Derrick L. Neal, MPA, Executive Director

Address: 355 Texas Ave.
Round Rock, Texas 78664

- 4.2. The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

5. Miscellaneous


- 5.1. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Health District, The County, the Williamson County Commissioners Court, or the Williamson County Judge.
- 5.2. 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.
- 5.3. 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. A Party may effect such termination by giving the other Party written notice of termination at the end of its then-current fiscal year.
- 5.4. This is the complete agreement by and between the Parties on the subject matter of the Agreement. It supersedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the Parties to each other, written or oral, concerning the subject matter of this Agreement.
- 5.5. This Agreement may be modified only by a writing duly executed by each of the Parties. Neither any representation or promise made after the execution of

this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and duly executed by each of the Parties.

- 5.6. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- 5.7. The Parties mutually agree to act in good faith in the performance of this agreement.
- 5.8. Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- 5.9. This agreement may not be assigned.

AGREED AND APPROVED:

WILLIAMSON COUNTY

By: 
Bill Gravell (Oct 7, 2021 11:52 CDT)
County Judge

Date: Oct 7, 2021

HEALTH DISTRICT

By: 
Authorized Representative

Date: 09/15/2021

EXHIBIT (See Attached)

(Scope of Work Items for County Community Health Paramedic Personnel), which is incorporated herein as if copied in full