

20090084

The State of Texas §
§
County of Nueces §

REFORMATION OF THE
COOPERATIVE AGREEMENT
TO OPERATE
A PUBLIC HEALTH DISTRICT

WHEREAS, former Article 4436b of the Revised Civil Statutes of Texas, also known as the "Local Public Health Reorganization Act, authorizes the establishment of public health districts in order to operate and promote effective local public health programs within a consistent and flexible framework through cooperative agreement of counties and incorporated municipalities situated therein;

WHEREAS, the City of Corpus Christi and Nueces County, Texas, have previously entered into a cooperative agreement pursuant to prior State law for the cooperative administration of local public health programs;

WHEREAS, the Local Public Health Reorganization Act provided for the reorganization of the City-County Health Unit under Article IV of the Act;

WHEREAS, by majority vote of the Commissioners' Court of Nueces County, Texas, and by majority vote of the City Council of the City of Corpus Christi, Texas, the Corpus Christi-Nueces County Public Health District (the "Health District") was established;

WHEREAS, the Public Health District established by the parties under the Act, such Act now codified as Chapter 121 of the Texas Health and Safety Code, has operated continuously without interruption under the existing cooperative agreement; and

WHEREAS, by majority vote of each of the members of the Health District, the cooperative agreement to establish the Health District is hereby reformed in writing, as set out in this instrument, as a written modification of the existing agreement under revised terms and conditions.

ARTICLE I

Section 1. Parties to the Agreement.

(A) This agreement ("Agreement") is entered into between Nueces County, Texas (also referred to as the "County"), and the City of Corpus Christi, Texas (also referred to as the "City"), as the original Health District members.

(B) The representatives of the original members shall be the City Manager of the City
2009-146 County Judge of Nueces County.

04/21/09

Res. 028130

Nueces County, Texas

(C) The parties hereby agree to operate the Health District covering the areas within the corporate limits of the City of Corpus Christi and Nueces County.

(D) The parties agreed, through a Memorandum of Understanding (the "MOU") executed on September 11, 2008, to develop a plan (the "Plan") to accomplish one unified Health District personnel policy, purchasing policy, and other operating procedures as set out in the goals of the MOU, attached to this Agreement as Attachment "A" and which is incorporated by reference in this Agreement as if set out in full.

(E) The parties agreed and approved the Plan prepared in accordance with the intent of the MOU, such Plan being entitled "Terms and Conditions," attached to this Agreement as Attachment "B," and incorporated by reference in this Agreement as if set out in full. The Terms and Conditions may be modified by the members from time to time in accordance with the provisions of this Agreement regarding modification.

ARTICLE II

Section 1. Organizational Structure.

(A) This Agreement shall continue the previous activities and organization of the Corpus Christi-Nueces County Department of Public Health and the current activities of the Health District.

(B) The City and County employees performing the governmental functions of the Health District under this Agreement are considered Health District employees. A copy of the organizational structure of the Health District is attached to this Agreement as Attachment "C" and is incorporated by reference in this Agreement as if set out in full.

Section 2. Health District Activities.

(A) The Health District employees shall carry out public health activities for which funding may be approved including, but not limited to:

- (1) Clinical public health activities for maternal and child health, family, planning, communicable disease control including immunization, sexually transmitted disease, tuberculosis control, and epidemiologic investigation of reportable diseases, chronic disease prevention, and other programs to prevent and minimize diseases of public health significance;
- (2) Environmental health programs for prevention of diseases spread by food, prevention of diseases spread by insects (mosquito control), provision of potable water, disposal of putrescible wastes, and prevention of pollution of air, water and air affecting the residents of the Health District; and
- (3) Provision of necessary administrative support and health promotion activities including, but not limited to laboratory services, vital statistics and data collection, budgeting, and personnel activities necessary to carry out items 1 and 2 above.

(B) In addition to the above-referenced general activities, the Health District employees will perform other special activities financially supported by members of the Health District.

ARTICLE III

Financial Administration.

(A) The members of the Health District may provide such local funds as they may deem necessary which, with State and other funds, will be used to operate the Health District.

(B) The members of the Health District shall comply with the Terms and Conditions set out in Attachment B in the administration of the Health District.

ARTICLE IV

Modification of Cooperative Agreement.

This Agreement, including the attached Terms and Conditions, may be modified by appropriate notification and written agreement of each of the member representatives with the approval of the governing bodies of each member.

ARTICLE V

Section 1. Admission of New Members.

Additional governmental entities may request membership in the Health District, for the purpose of receiving public health services, by application to the representatives of the original members. Additional members shall contribute financially to the operation of the Health District in relation to the cost of provision of services for that new member.

Section 2. Withdrawal from Health District.

Members may withdraw from the Health District upon not less than 90 days written notice to all other members, with the understanding that all services provided to the withdrawing member as the result of membership in the Health District shall cease to that member.

Section 3. Expulsion from Health District.

Members may be expelled from membership in the Health District by agreement of the original members of the Health District. Prior to such expulsion, the affected party shall be given reasonable opportunity to correct the action leading to such expulsion.

Section 4. Dissolution of Health District.

The Health District may be dissolved by joint agreement of Nueces County and the City of Corpus Christi.

ARTICLE VI

Health District Director.

(A) The Health District Director shall be hired by the members of the Health District paying the salary for said Health District Director and shall serve at the pleasure of the members of the Health District paying the salary of said Health District Director.

(B) The Health District Director may be hired to serve as both the Health Authority for the Health District and as the director of the Health District or may be hired to serve only as the director of the Health District.

(C) If the Health District Director is hired to serve as both the director and Health Authority, the Health District Director shall be a physician that meets the requirements of the State Board of Health and shall reside in the Health District.

(D) If the Health District Director is not hired to serve as the Health Authority for the Health District, the Health District shall also independently hire a person to serve as the Health Authority for the Health District as an independent contractor. The Health Authority shall be a physician that meets the requirements of the State Board of Health and shall reside in the Health District.

(E) In the event a separate Health Authority is hired, the Health District shall pay the Health Authority by contract approved and executed by both members of the Health District. The County will reimburse the City 50% of the contract cost.

ARTICLE VII

Advisory Public Health Board.

The members of the Health District may, by separate intergovernmental agreement, establish or continue an Advisory Public Health Board, but the intent of this Agreement is that all authority shall rest with the governmental members of the Health District, the Health Authority, and as provided by State law.

ARTICLE VIII

Filing of Agreement and Modifications.

A copy of this Agreement, including its attachments and counterparts, and any subsequent modifications shall be included in the minutes of the governing body of each member of the Health District and filed with the county clerk of each member county,

the city secretary of each member municipality, and the Texas Department of State Health Services.

ARTICLE IX

Effective date of Agreement.

Following the approval of the governing body of each member and execution by the designated representative of each member, the reformed Agreement shall supersede the existing agreement and take effect April 21, 2009.

(EXECUTION PAGE FOLLOWS)

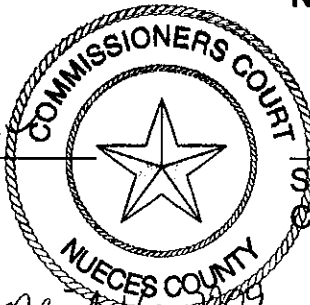
Executed this 16th day of APRIL, 2009

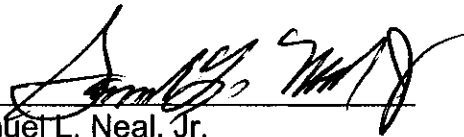
ATTEST:

NUECES COUNTY, TEXAS



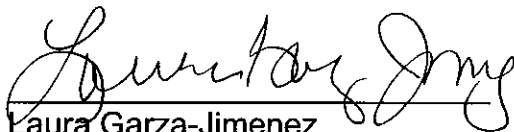
Diana Barrera
County Clerk





Samuel L. Neal, Jr.
County Judge

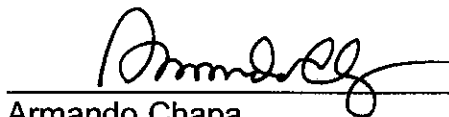
APPROVED as to form: April 16, 2009



Laura Garza-Jimenez
County Attorney

ATTEST:

CITY OF CORPUS CHRISTI, TEXAS



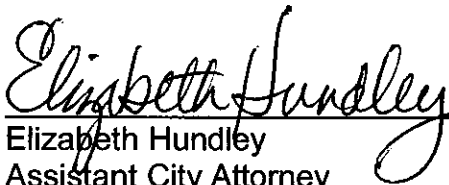
Armando Chapa
City Secretary



Angel R. Escobar
City Manager

APPROVED as to form: 4/23/09

Mary Kay Fischer, City Attorney



Elizabeth Hundley
Assistant City Attorney

Res. 028130 AUTHORIZED
BY COUNCIL 04/21/09
A.C.
SECRETARY

Attachment "A"

20080155

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MEMORANDUM OF UNDERSTANDING

WHEREAS, the City of Corpus Christi (the "City") and Nueces County (the "County") entered into a Cooperative Agreement To Operate A Public Health District, executed July 31, 1984, (the "Agreement") which created the City of Corpus Christi-Nueces County Texas Public Health District (the "Health District"); and

WHEREAS, the City of Corpus Christi and Nueces County are members of the Health District. Each provide resources to operate the Health District, such as staff, equipment, supplies, software, etc; and

WHEREAS, city employees and county employees providing the governmental functions of the Health District under the Agreement are considered Health District Employees; and

WHEREAS, the City and County have operated the Health District continuously since July 31, 1984; and

WHEREAS, the Health District's mission statement is to prevent disease and disability, maintain a healthy environment, promote healthy lifestyle, thereby, increasing the quality and length of life, striving towards health and well-being of the community, achieving access to preventive health services for all Nueces County residents; and

WHEREAS, it is envisioned that increased operational efficiencies may be attained through organizational and policy changes which would result in the Health District functioning under one unified Health District personnel policy, purchasing policy, and other operating procedures.

NOW, THEREFORE, the City and the County agree to direct their respective staffs to work jointly to develop and present to the City and the County within 90-days a detailed plan to accomplish the following:

- 1. Develop a single Pay Schedule for all Health District employees to be used by both the City payroll and County payroll in compensating their respective employees.**
- 2. Place all Health District employees under the City's current policy for annual accrual and use of paid-time-off (vacation, sick days, holidays, funeral leave, personal days).**
- 3. Place all Health District employees under the City's travel policy, including mileage reimbursement rate and per diem rates.**
- 4. Develop a unified Health District employee incentive program to include service awards and Insta Bucks awards for excellence in service.**

2008-323

09/09/08

Res. 027849

5. Place the purchasing function for the entire Health District under the City's Purchasing Department.
6. Transfer one (1) County Sanitarian position and one (1) County Sanitarian Inspector position from the County's payroll and employment to the City's payroll and employment. The City shall retain all inspection fee revenues collected for inspections within the City and the Health District shall retain all inspection fee revenues for inspections in the unincorporated areas of the County. The Health District shall continue to provide inspection services to the unincorporated areas of the County.
7. The City and the County shall share in funding salary and benefits of the Director and Assistant Director of Public Health Administration positions at the percentage of 60% City and 40% County. The Director shall be hired by and report to the City Manager and the County Judge. The Assistant Director shall be hired by the Director with the concurrence of the City Manager and the County Judge. The Assistant Director shall report to the Director.
8. The City employee benefits and County employee benefits including Retirement, Health Insurance, Life Insurance, Flexible Benefit, Deferred Compensation and other Benefit Plans shall remain unchanged.
9. The City and County Animal Control and Vector Control operations and policies shall remain unchanged.
10. Either the City or the County may apply for and implement a Grant on behalf of the Health District.

Executed this 11 day of Sept, 2008.



Diana T. Barrera
Diana T. Barrera, County Clerk

NUECES COUNTY, TEXAS

Samuel L. Neal, Jr.
Samuel L. Neal, Jr., County Judge

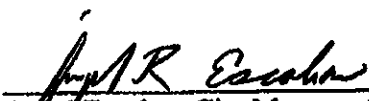
APPROVED:

Laura Garza Jimenez
Laura Garza Jimenez, County Attorney


ATTEST:

CITY OF CORPUS CHRISTI, TEXAS


Armando Chapa, City Secretary


Angel Escobar, City Manager (Interim)

APPROVED:


Mary Kay Fischer, City Attorney

Res. 027849 AUTHORIZED
BY COUNCIL 09/09/08
A.C.
SECRETARY *mb.*

ATTACHMENT "B"
TERMS AND CONDITIONS
OF THE
REFORMED COOPERATIVE AGREEMENT
BETWEEN
NUECES COUNTY AND THE CITY OF CORPUS CHRISTI
REGARDING
THE CITY/COUNTY HEALTH DISTRICT

THE TERMS AND CONDITIONS SPECIFIED IN THIS DOCUMENT (REFERRED TO AS "TERMS AND CONDITIONS") ARE INCORPORATED BY REFERENCE IN THE REFORMED COOPERATIVE AGREEMENT EXECUTED BY NUECES COUNTY ("COUNTY") AND THE CITY OF CORPUS CHRISTI ("CITY") ON April 16th, 2009, AS MEMBERS OF THE HEALTH DISTRICT.

THESE TERMS AND CONDITIONS MAY BE MODIFIED BY THE CITY AND COUNTY FROM TIME TO TIME IN THE MANNER SET OUT IN THE COOPERATIVE AGREEMENT.

A. DEVELOP A SINGLE PAY SCHEDULE FOR ALL HEALTH DISTRICT EMPLOYEES TO BE USED BY BOTH CITY PAYROLL AND COUNTY PAYROLL IN COMPENSATING THE HEALTH DISTRICT EMPLOYEES. (MOU Item 1)

1. Existing City (27) and County (22) Health District positions were reviewed, compared (see Attachment "1," entitled "Health District Job Title and Pay Grade Assignment," which is attached to these Terms and Conditions and incorporated in this document as if set out in full), and matched for placement in the Health District combined pay plan ("Pay Plan"), which Pay Plan is attached to these Terms and Conditions as Attachment "2" and incorporated in this document as if set out in full. City and County representatives working on the Pay Plan project have agreed on the results of such review.
2. Job titles have been consolidated or created to provide consistency between the City and County; see Attachment "1".

3. The Pay Plan was developed, as agreed in the original Memorandum of Understanding ("MOU") dated September 11, 2008, based upon the City's existing pay plan structures. City and County representatives working on the Pay Plan project have agreed on the implementation of the Pay Plan.

- a. Future changes to the Pay Plan or Health District employee pay adjustments, to include general pay increases or pay range structure movements, shall be established or modified by mutual and written agreement between the City Manager and County Judge to ensure pay adjustments for each Health District member are consistent, subject to final approval by the governing bodies of the City and County.
- b. The County does not have a performance appraisal merit pay system. In the event of future City merit pay increases, utilizing the City's performance appraisal process, the pay increase for any Health District employee shall be by mutual and written agreement between the City Manager and County Judge to ensure pay adjustments for each Health District member are consistent, subject to final approval by the governing bodies of the City and County.
- c. Future policy and ordinance changes approved by the City Manager or the City Council, respectively, shall be implemented for all City employees except Health District employees until such changes are mutually agreed by the City Manager and the County Judge, subject to final approval by the governing bodies of the City and County, unless mandated by State or federal law, rules, or regulations.
- d. Future pay changes made by the County Commissioners' Court shall be implemented for all County employees except Health District employees until mutually agreed by the City Manager and the County Judge, subject to final approval by the governing bodies of the City and County, unless mandated by State or federal law, rules, or regulations.

4. The County shall increase pay for the one (1) Lab Technician position, whose current pay, prior to implementation of these Terms and Conditions, is below the Pay Plan minimum pay.
5. The City and County are presently on different biweekly pay schedules and work weeks, and this condition shall continue by both members without change.
6. The County administers a longevity pay program for County employees; the City does not currently have a longevity pay program. This condition will continue as follows:
 - a. The County has determined that the existing seven (7) County employees assigned to the Health District that are currently eligible for longevity pay shall receive an adjustment to their base rate, to incorporate the longevity pay benefit, and will no longer be eligible to receive the annual longevity pay benefit.
 - b. The County has determined that for the twelve (12) County employees, with years of service greater than one (1) year yet less than ten (10) years, who by their years of service are not eligible to receive longevity pay, shall receive a prorated amount of longevity pay incorporated into their hourly base rate and will not be eligible to receive the annual longevity pay benefit.
7. The County shall adopt, for County employees assigned to the Health District, the City's policies and practices regarding pay and pay adjustments as outlined in the City's policy HR 4.0--Classification and Compensation ("HR 4.0 Policy").
 - a. Changes to the Health District Job Title and Pay Grade Assignment (Attachment "1"), with respect to the review of a new or existing job position, shall follow the City's job evaluation process.
 - b. Salary assignments and pay practices associated with new hires, promotions, demotions, lateral transfers, part time and temporary positions, return to work from leave of absences, position classification changes, and other pay changes,

as stated in the HR 4.0 Policy, shall be complied with by the County as noted in the City's HR 4.0 Policy and as amended in compliance with future City ordinance changes or as changed in policy by the City Manager, subject to the implementation provisions of A.3.c. of these Terms and Conditions..

B. ACCRUAL AND USE OF PAID-TIME-OFF (VACATION, SICK DAYS, HOLIDAYS, FUNERAL LEAVE, PERSONAL DAYS) (MOU Item 2)

1. The County shall adopt, for County employees assigned to the Health District, the City's programs pertaining to holidays, bereavement leave, and personal leave.
 - a. The County shall adopt the City's seven (7) holidays, as such holidays are specified in City Ordinance.
 - b. The County shall adopt the City's bereavement leave provisions, as such bereavement leave provisions are specified in City Ordinance. The City presently provides twenty-four (24) hours of bereavement leave.
 - c. The County shall adopt the City's personal leave provisions, as such personal leave provisions are specified in City Ordinance. The City presently provides forty (40) personal leave hours on August 1st of each fiscal year. Personal leave time must be expended prior to July 15th each year; no carryover of personal leave time into the next fiscal year is allowed. For purposes of this subsection, the County's current fiscal year will apply to the calculation of personal leave time for County employees. Personal leave time granted to County employees will be pro-rated concurrent with the implementation date of the underlying Cooperative Agreement and these Terms and Conditions.
2. The County shall continue to follow existing County programs pertaining to accrual of vacation and sick leave for County employees assigned to the Health District.

3. The City shall continue to follow existing City programs pertaining to accrual of vacation and sick leave for City employees assigned to the Health District, as outlined in City Ordinance.

C. PLACE ALL HEALTH DISTRICT EMPLOYEES UNDER THE CITY'S TRAVEL POLICY, INCLUDING USAGE OF THE MILEAGE REIMBURSEMENT RATE AND PER DIEM RATES. (MOU Item 3)

1. The County shall adopt, for the County employees assigned to the Health District, the City's policies regarding travel and mileage reimbursement.
2. The County shall reimburse the City, based upon the rates established in the City's policies, for all travel and mileage reimbursement incurred by any County employee assigned to the Health District.
3. The City shall establish vendor numbers for each County employee assigned to the Health District, to be used to pay travel and mileage reimbursement per City policy.
4. The City shall notify the County when a change is made to the City's travel and mileage reimbursement policy and when the mileage reimbursement rate changes.

D. DEVELOP A UNIFIED HEALTH DISTRICT EMPLOYEE INCENTIVE PROGRAM TO INCLUDE SERVICE AWARDS AND INSTABUCKS AWARDS FOR EXCELLENCE IN SERVICE. (MOU Item 4)

1. The County shall, for County employees assigned to the Health District, adopt the City's InstaBucks Program. Such InstaBucks Program payments are taxable income to employees and shall be paid by the County through its payroll system.
2. The County shall, for County employees assigned to the Health District, adopt the City's Continuous Learning Recognition Program. The County will reimburse one

hundred percent (100%) of the cost of any such award presented to a County employee assigned to the Health District.

3. The County shall, for County employees assigned to the Health District, adopt the City's Service Award Program and will develop, acquire, and coordinate such service award recognition for any County employee assigned to the Health District.
4. The County shall, for County employees assigned to the Health District, adopt the City's Retirement Award Program and will administer such program. Payments of such awards are taxable income to employees and shall be paid by the County through its payroll system.

E. PLACE THE PURCHASING FUNCTION FOR THE ENTIRE HEALTH DISTRICT UNDER THE CITY'S PURCHASING DIVISION. (MOU Item 5)

1. The Purchasing functions will be administered by the Purchasing Division of the City's Financial Services Department as follows:
 - a. The City shall follow all Federal and State statutes applicable to purchases made for the benefit of the Health District.
 - b. The City shall follow all City purchasing policies when processing purchases for the benefit of the Health District.
 - c. The County shall provide the City with the County's department numbers. Additionally, the County shall provide to the City new department numbers for new grant years and for new grants.
 - d. The City shall set up several new department numbers to be assigned to the County, which department numbers will be used by the City to request reimbursements. The selection of these new department numbers will be mutually agreed upon by the City and County within 10 business days of the

implementation of the underlying Cooperative Agreement and these Terms and Conditions. A cross reference chart of the new department numbers shall be provided by the City to the County.

- e. The City shall be responsible for IRS form 1099 reporting.
- f. The County shall reimburse the City for purchases incurred for the Health District as follows:
 - (i.) The City shall invoice the County on a monthly basis for reimbursements.
 - (ii.) Health District personnel shall reconcile the City's P-Card purchases. No County P-Cards will be used by Health District personnel.
 - (iii.) The administrative offices of the Health District will retain the original invoice for purchases transacted with a P-Card, and the City will retain original invoices for all other purchases transacted with other means.
 - (iv.) The administrative offices of the Health District shall provide to the County Auditor's Office a summary of purchases and attach copies of invoices to a summary that breaks the cost into the department codes and object codes that the County uses. In addition, the summary of purchases should show year-to-date expenditures, what was previously billed and reimbursed, and amount currently being billed.
 - (v.) The administrative offices of the Health District shall provide the County Auditor's Office with monthly summary financial reports generated by the City's general ledger financial software system, to include the department/project number and a detailed transaction listing, along with copies of all invoices.

- g. The County shall provide the City, within 10 working days of the implementation of these Terms and Conditions and the underlying Cooperative Agreement, with the balance of amounts in all applicable Health District accounts available for reimbursement to the City for the remainder of the City's current fiscal year, ending July 31, 2009. Reimbursed dollar amounts to the City are limited to the Health District's departmental totals in the County's FY08/09 budget for all items purchased. Reimbursed dollar amounts to the City in all future fiscal years will be similarly limited as well, based on the County's approved departmental budgets for the Health District. The County Auditor shall annually provide the City with the budgets for all Health District divisions and individual grants, following the approval by the County Commissioners' Court of each annual County fiscal budget.
- h. The County shall only reimburse the purchase of capital items that have been budgeted by the County as capital items. All purchases of County-budgeted Health District capital items, excluding those items which cost less than \$1,000, must be pre-approved by the County. Items purchased that cost less than \$1,000 shall be reimbursed by the County up to the level of the County's Health District budget allocation.
- i. Upon implementation of the underlying Cooperative Agreement and these Terms and Conditions, the Health District will no longer use the County's supply warehouse and will utilize the City's supply warehouse.
- j. Upon implementation of the underlying Cooperative Agreement and these Terms and Conditions, the County shall cancel the Health District's County P-Card, and the Health District will be issued a City P-Card.
- k. The County shall use the County's budget year for expenses, with the exception of grants. The County shall use grant contract dates as the budget year for grants.

- I. The City shall ensure that expenditures paid in a new budget year or new grant year for the immediate prior year are accrued to the appropriate grant or department budget year.
2. The following inventory tracking systems will be implemented:
 - a. The City shall tag fixed assets with the City's red inventory tags for items purchased with County funds that cost more than \$1,000.00 and for items on the exception list that cost less than \$1,000.
 - b. The City shall create a separate expense code, entitled "Minor Equipment," for items that cost over \$1,000 but under \$5,000.
 - c. The County Auditor's Office shall prepare a fixed assets inventory card for purchases made by the Health District with County funds and send the card to the County's Purchasing Department.
 - d. The County Auditor's Office shall enter into the Bi-tech system the City's inventory tag number and asset information.
 - e. Within 60 days of the implementation date of the underlying Agreement and these Terms and Conditions, the County Purchasing Department shall conduct a physical inventory of Health District property (e.g., furniture, fixtures, and equipment) that was purchased with County funds prior to the implementation of the underlying Agreement. Upon completion, the Health District Director or designee shall sign off on the results of the physical inventory. The physical inventory results will be reported to the County Auditor's Office for follow-up action to be taken by approval of the Commissioners' Court in order to enter changes into the Bi-tech system.
3. With regard to cell phone usage, the following procedures will be implemented:

- a. Cell phones and cell phone accounts of County employees assigned to the Health District under department 3091 will be transferred to the City's cell phone contract, and all cell phone assignments and usage under department 3091 will follow City cell phone policies.
 - b. Cell phone expenses incurred by County employees assigned to the Health District under department 3091 will be part of the City's reimbursement request to the County.
 - c. Cell phones and cell phone accounts of County employees assigned to the Health District under the County's PHP grant will remain under an existing separate contract, invoiced directly to the Health District, until such future time as the need arises for the County to remove or cancel this arrangement.
 - d. Cell phone expenses incurred by County employees assigned to the Health District under the County's Public Health Preparedness ("PHP") grant will be part of the City's reimbursement request to the County.
4. The County's copiers presently located at the Health District will remain on the County's contract until such future time as a need arises for the County to remove or cancel this arrangement.

F. TRANSFER ONE (1) COUNTY SANITARIAN POSITION AND ONE (1) COUNTY SANITATION INSPECTOR POSITION FROM THE COUNTY'S PAYROLL AND EMPLOYMENT TO THE CITY'S PAYROLL AND EMPLOYMENT. THE CITY SHALL RETAIN ALL INSPECTION FEE REVENUES COLLECTED FOR INSPECTIONS WITHIN THE CITY AND THE HEALTH DISTRICT SHALL RETAIN ALL INSPECTION FEE REVENUES FOR INSPECTIONS IN THE UNINCORPORATED AREAS OF THE COUNTY. THE HEALTH DISTRICT SHALL CONTINUE TO PROVIDE INSPECTION SERVICES TO THE UNINCORPORATED AREAS OF THE COUNTY. (MOU Item 6)

1. The City shall acquire two (2) existing County positions assigned to the Health District, whether occupied or vacant: one (1) County Sanitarian and one (1) County Sanitation Inspector. If either of these two positions, or both, is filled upon the implementation date of these Terms and Conditions and the underlying Cooperative Agreement, the City shall assume liability for vacation and sick leave balances at the time of employment transfer; vacation and sick leave balances will comply with the City's maximum accrual allowance per City ordinance.

a. As of March 18, 2009, the County Sanitarian position was vacant and the County Sanitation Inspector position was occupied. Attachment "3," entitled "Cost Impacts for County-to-City Employees," attached to these Terms and Conditions and incorporated in this document as if set out in full, outlines the City's potential liability pertaining to salaries, vacation leave, and sick leave as of March 18, 2009.

2. In the event either position, or both positions, is acquired by the City in an occupied status:

a. The City shall establish a City new hire date as of the effective date of the employment;

b. The City shall establish an adjusted service date in order to give credit for the employee's original County employment date, thereby, allowing the employee to accrue vacation hours based upon total years of service with the County and City.

c. The City's retirement plan, TMRS, recognizes Nueces County's retirement plan participation, so the employee will receive credit for years of service with the County.

3. In the event either position, or both positions, is acquired by the City in a vacant status:

- a. The position will be recruited and filled based on the City's recruitment and hiring practice.
- b. The vacation and sick leave accruals for the position will be based upon the City date of hire.

4 The City shall retain inspection fee revenues collected for inspections conducted within the City.

5. The Health District shall continue to provide health inspections in the unincorporated areas of the County.

6. The Health District shall retain all inspection fee revenues for inspections in the unincorporated areas of the County, as well as with other contracted entities outside of the City's city limits.

- a. The revenue fees will be placed in the County's Special Revenue Account for the Health District, Department 1362, Food and Sanitation Fee Account.

G. THE CITY AND COUNTY SHALL SHARE IN FUNDING SALARY AND BENEFITS OF THE DIRECTOR AND ASSISTANT DIRECTOR OF PUBLIC HEALTH ADMINISTRATION POSITIONS AT THE PERCENTAGE OF 60% CITY AND 40% COUNTY. THE DIRECTOR SHALL BE HIRED BY AND REPORT TO THE CITY MANAGER AND THE COUNTY JUDGE. THE ASSISTANT DIRECTOR SHALL BE HIRED BY THE DIRECTOR WITH THE CONCURRENCE OF THE CITY MANAGER AND THE COUNTY JUDGE. THE ASSISTANT DIRECTOR SHALL REPORT TO THE DIRECTOR. (MOU Item 7)

1. The Director and Assistant Director positions will remain in the City's Executive Pay Plan.
2. City policy provides a car allowance for Director and Assistant Director positions, as well as for employees serving in these positions in an "acting" capacity.
3. The County shall continue to reimburse the City for 40% of the salary and benefits, including the City's car allowance, for the Acting Director.
4. The County has been providing a car allowance benefit to the current Acting Director of the Health District.
 - a. The County shall no longer pay a car allowance benefit to the current Acting Director. The current Acting Director shall continue to receive a car allowance as provided by City policy.
 - b. The car allowance benefit, currently paid by the County to the Acting Director, which is \$182.24 per pay period, will be added by the City as an additional pay item for the current Acting Director while serving in an "acting" capacity.
 - (i.) This additional car allowance, being paid to the current Acting Director, will end when the Director position is filled on a regular, full-time basis and is no longer being filled by an employee in an "acting" capacity.
5. The County will not share in the funding of the salary or benefits of the current Assistant Director position while it is being filled in an "acting" capacity. When the Health District fills the Assistant Director position on a regular, full-time basis, the County shall begin reimbursing the City for 40% of the salary and benefits, including the City's car allowance, for the Assistant Director position.
6. When the Health District fills the Director and Assistant Director positions on a regular, full-time basis, the City shall prepare an invoice detailing the salary, benefits, and car

allowance costs by pay period and show the 40% amount owed to the City by the County. This invoice shall be sent to the County monthly.

H. ESSENTIAL SERVICES PERSONNEL

1. The County shall, for County employees assigned to the Health District, adopt the City's policy and practices pertaining to Essential Services Personnel in the event of an emergency or disaster.
 - a. County employees assigned to the Health District will no longer be eligible for the ten (10) days of paid leave for hours not able to work due to an emergency/disaster, with the potential of more days paid leave if so deemed by the Commissioners Court, as provided in the County's Civil Service Rules.

Attachments:

Attachment "1" – Health District Job Title and Pay Grade Assignment

Attachment "2" – Health District Pay Plan HTH for Combined City/County Positions

Attachment "3" – Cost Impacts for County-to-City Employees

Attachment "1"
Health District Job Title and Pay Grade Assignment

City / County Current Job Title	Current Grade	Proposed Title Specific to Health District	Proposed New Pay Grade	Salary Cost Impact
NON-EXEMPT POSITIONS				
Public Health Inspector I (1)	916	Public Health Inspector I	H16 – City to acquire 1 County employee	To City - 17,445.01 (excludes value for vacation and sick leave balances)
Sanitation Inspector Envir & Cons (1)	16			
Public Health Inspector II (1)	917	Public Health Inspector II	H17	None
Sanitarian II (1)	918	Public Health Sanitarian	H18 – City to acquire 1 County employee	To City - Current vacant position; minimum bwkly pay for grade 918 is \$1,220.30
Sanitarian – County (1)	20			
NON-EXEMPT POSITIONS				
Staff Assistant (14)	911	Health Dist. Staff Assistant	H11	none
Clerk – County (1)	11			
Data Entry Clerk – County (1)	11	Health District Data Entry Clerk	H11	none
Sr Staff Assistant (1)	912	Health Dist. Sr Staff Assistant	H12	none
Clinical Assistant – County (1)	13			
Sr Clerk – County (4)	13			
Community Service Aide (10)	913	Health Dist. Medical Assistant	H13	none
Clinic Aide – County (3)	11			
Intermediate Clerk – County (2)	11			
Laboratory Assistant – County (1)	11	Medical Laboratory Assistant	H13	none
Health Information Aide (1)	913	Health Information Aide	H13	none

Attachment "1"
Health District Job Title and Pay Grade Assignment

City / County Current Job Title	Current Grade	Proposed Title Specific to Health District	Proposed New Pay Grade	Salary Cost Impact
Senior Account Clerk (2)	913	Health Dist. Sr Account Clerk	H13	none
Community Service Aide (1)	913	Health Dist. Med. Asst. Supv.	H14	none
Laboratory Technician I (1)	914	Medical Laboratory Technician	H14	To County - 1 County employee would receive a \$35.20 Bwky increase to move to minimum of proposed pay range.
Laboratory Technician - County (1)	11			
Lactation Peer Counselor (1)	914	Lactation Peer Counselor	H14	none
Management Aide (1)	915	Health Dist. Management Aide	H15	none
Sr Admin. Clerk - County (2)	17			
Building Maintenance Technician	915	Health Dist. Building Maintenance Technician	H15	none
Dental Assistant - County (1)	14	Dental Assistant	H15	none
Executive Assistant (1)	915	Health Dist. Exec. Assistant	H15	none
Immunizations Info Specialist (2)	916	Public Health Technician	H16	none
Information Specialist - County(1)	19			
LVN I (4)	916			
LVN - County (3)	22	Licensed Vocational Nurse	H16	none
LVN II - County (1)	22			

Attachment "1"
Health District Job Title and Pay Grade Assignment

City / County Current Job Title	Current Grade	Proposed Title Specific to Health District	Proposed New Pay Grade	Salary Cost Impact
Health Education Specialist (1)	917	Health Dist. Education Specialist	H17	none
Community Service Officer	917	Community Health Service Officer	H17	none
Public Health Preparedness Specialist (1)	917	Public Health Preparedness Specialist	H17	none
EXEMPT POSITIONS				
Nutritionist (2)	612	Health Dist. Nutritionist	H52	none
Accountant (1)	613	Health Dist. Accountant	H53	none
Public Health Technician – County (1)	19	Public Health Techn. II	H53	none
Disease Intervention Specialist – County (1)	21			
Microbiologist (3)	614	Health Dist. Microbiologist	H54	none
Public Health Nurse (4)	614	Public Health Nurse	H54	none
Public Health Nurse II - County (2)	28			
Program Manager (1)	615	Health Dist. Program Manager	H55	none
HIV/STD Program Manager (1)	28			
Senior Public Health Nurse (4)	616	Public Health Manager	H56	none
Infectious Disease Coordinator (1)	30			

Attachment "1"
Health District Job Title and Pay Grade Assignment

City / County Current Job Title	Current Grade	Proposed Title Specific to Health District	Proposed New Pay Grade	Salary Cost Impact
Planner/Strategic National Stockpile – County (1)	26	Health Dist. Planner/Strategic National Stockpile Coordinator	H56	none
Public Health Administrator (3)	617	Public Health Administrator	H57	none
Nurse Practitioner – County (1)	38	Nurse Practitioner	H57	none
Sr Nurse Practitioner (1)	618	Sr Nurse Practitioner	H58	none

End

Attachment "2"

HEALTH DISTRICT PAY PLAN FOR COMBINED CITY/COUNTY POSITIONS

Pay Plan HTH

Pay Plan HTH includes all positions in the Health District. These positions may be designated as either exempt from overtime under the FLSA or as non-exempt and eligible for overtime under the FLSA. The pay grades and ranges for positions in Pay Plan HTH are as follows:

Pay Plan HTH
Health District
H10-49 Non-Exempt (FLSA Overtime Eligible)
H50-99 Exempt (FLSA Overtime Ineligible)
Effective upon approval of County and City

Grade	Minimum	Maximum	Maximum
H11	\$17,066	\$22,743	\$28,420
H12	18,432	23,936	29,440
H13	19,998	25,970	31,942
H14	21,797	28,307	34,817
H15	23,867	30,995	38,124
H16	26,254	34,096	41,938
H17	29,011	37,675	46,340
H18	31,728	41,583	51,438
H52	28,144	38,527	48,909
H53	30,536	41,802	53,066
H54	33,286	45,565	57,844
H55	36,448	49,894	63,340
H56	40,093	54,853	69,613
H57	44,305	60,648	76,991
H58	49,177	67,320	85,461

Attachment "3": Cost Impacts for County-to-City Employees

	EE Current Ann Pay w/prorated Lgty Pay (Lgty Pay not applicable if position vacant)	EE Current Bwky w/prorated Lgty Pay (Lgty Pay not applicable if position vacant)	City Ann Min Range	New or Current Hourly Rate	New or Current Bwky	Bwky cost to bring to min / Bwky pay inc EE	14 PPs left for FY 08-09 Jan. effective date (E * 19)	7.65 FICA (G * 7.65)	TMRS 15.75 @ 14PPs (remainder for '09) ((E*14)*15.75)	Payroll Cost Impact (G - I)
Salary Cost										
Sanitation Inspector (minimum of 916)	25,929.80	997.30	26,254.35	12.62	1,009.78	12.48	14,136.96	1,081.48	2,226.57	17,445.01
VACANT - Sanitarian position (minimum pay for grade 918)	31,727.80	1,220.30	31,727.85	15.25	1,220.30	0.00	17,084.20	1,306.94	2,690.76	21,081.90
									Salary Cost	38,526.91
Vacation Cost	Vac Hrs as of 11/08			New or Current Hourly Rate			Vac Cost	FICA	TMRS	Total Vacation Cost
Sanitation Inspector	62.94			12.62			794.45	60.78	125.13	980.35
VACANT (Sanitarian, grade 918)	0.00			0.00			0.00	0.00	0.00	0.00
								Vacation Leave Cost		980.35
Sick Cost	Sick Hrs as of 11/08			New or Current Hourly Rate			Sick Cost	FICA	TMRS	Total Sick Cost
Sanitation Inspector	66.75			12.62			842.54	64.45	132.70	1,039.69
VACANT (Sanitarian, grade 918)	0.00			0.00			0.00	0.00	0.00	0.00
								Sick Leave Cost		1,039.69

ATTACHMENT "C"

Corpus Christi-Nueces County Public Health District

