

**AMARILLO AREA PUBLIC HEALTH DISTRICT  
COOPERATIVE AGREEMENT  
AMENDED AND RESTATED SEPTEMBER 19, 2023**

THE STATE OF TEXAS                   §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
CITY OF AMARILLO                    §

**WHEREAS**, in 1984, the City of Amarillo, City of Canyon, County of Potter, and County of Randall executed the Bi-City-County Public Health District Cooperative Agreement (“**Agreement**”) prescribed by Chapter 121 of the Texas Health and Safety Code, Local Public Health Reorganization Act (“**Act**”); and

**WHEREAS**, in 1992 and 1997, the City of Amarillo, City of Canyon, County of Potter, and County of Randall updated the Agreement as prescribed by the Act; and

**WHEREAS**, in 2019, the Villages of Timbercreek Canyon, Lake Tanglewood, and Palisades, and the Town of Bishop Hills joined the Bi-City-County Public Health District, and all of the member jurisdictions updated the Agreement and continued the operation of the District under the new name, Amarillo Area Public Health District; and

**WHEREAS**, the members of the Amarillo Area Public Health District now wish to update the Agreement to include the provision of rabies quarantine services to the District and to reflect current state law;

**NOW THEREFORE**, this Agreement shall be the updated Agreement replacing the previous original Agreement and Amendments thereto and is entered into on September 19, 2023, by and between the Cities of Amarillo and Canyon; the Villages of Timbercreek Canyon, Lake Tanglewood, and Palisades; the Town of Bishop Hills; and the Counties of Potter and Randall.

**ARTICLE I.  
PURPOSE**

**1.1** The purpose of this Agreement is to provide an effective local public health program for the residents of the Cities of Amarillo and Canyon; the Villages of Timbercreek Canyon, Lake Tanglewood, and Palisades; the Town of Bishop Hills; and the Counties of Potter and Randall, as authorized by the Local Public Health Reorganization Act, Chapter 121 of the Texas Health and Safety Code.

**ARTICLE II.  
DEFINITIONS**

**2.1** **Amarillo Area Public Health District (“District”)**: A legal entity created by the Agreement, as amended, executed by Member Jurisdictions, with the purpose to perform any public health function that any of its Member Jurisdictions may perform, unless otherwise restricted by law. A name change from Bi-City-County Public Health District.

- 2.2 **Amarillo Area Public Health Board (“Board”)**: An advisory board created to provide guidance on public health activities and to make recommendations from time to time to the Member Jurisdictions on matters pertaining to public health in the District created hereby. The Board shall have the power and duty to advise the District Director and make recommendations on matters of public health and administration of the District.
- 2.3 **Board Member**: An appointed member of the Board.
- 2.4 **DSHS**: The Texas Department of State Health Services.
- 2.5 **Ex-Officio Representative**: A Board representative from each Member Jurisdiction, without voting capacity, acting in an advisory capacity.
- 2.6 **COA Departments**: Departments providing services to the District: Public Health, Environmental Health, WIC, and Animal Management and Welfare. Each COA Department has a separate mission and service coverage area as defined by funding and is a department in the organizational structure of the City of Amarillo.
- 2.7 **COA Department Directors**: The directors of the COA Departments serving the District.
- 2.8 **District Director**: The chief administrative officer of the District, appointed by a majority of the Member Jurisdictions in accordance with section 6.2 of this Agreement.
- 2.9 **Health Authority**: A physician appointed under the provisions of the Act to administer state and local laws relating to public health within the District.
- 2.10 **Member Jurisdictions**: The entities participating in this Agreement.

**ARTICLE III.  
TERMS OF OPERATION**

The terms of the operation of the District shall include, but not be limited to, the following:

- 3.1 **Establishment**. This Agreement continues the operation of the District previously established pursuant to Chapter 121 of the Texas Health and Safety Code, Subchapter E “Public Health Districts” by majority vote of the governing bodies of Potter and Randall Counties and the municipalities in Potter and Randall Counties. The City of Amarillo provides administrative services to the District, and the employees, including the District Director, are employees of the City of Amarillo, not employees of the District.
- 3.2 **Membership**. The District may be joined by other entities that are authorized by law to exercise powers to enforce local health regulations, by any such entity agreeing to be bound by this Agreement, as from time to time amended and upon the approval of a majority of the governing body of each Member Jurisdiction.
- 3.3 **Duties**. The District may perform any public health function that any of its Member Jurisdictions may perform unless otherwise restricted by law. The Member Jurisdictions designate the District to act as their agent in all matters relating to public health in which

the Member Jurisdictions have jurisdiction and authority.

- 3.4 **Boundaries.** The boundaries of the District shall be the same as the boundaries of the Member Jurisdictions.

#### **ARTICLE IV. HEALTH BOARD**

- 4.1 **Board.** There shall be a public health advisory board that shall provide guidance to the District Director on public health activities, including policy development for the protection and promotion of health within the geographical limits of the Member Jurisdictions.

4.2 **Composition.**

4.2.1 The Board shall be composed of eight Board Members, including:

1. two Board Members appointed by the City of Amarillo,
2. one Board Member appointed by the City of Canyon,
3. two Board Members appointed by Randall County,
4. two Board Members appointed by Potter County, and
5. one Board Member appointed representing all jurisdictions with population of less than 3,000.

4.2.2 The affirmative vote of the governing body of any Member Jurisdiction shall be sufficient for appointment of that Member Jurisdiction's allotted appointee(s).

4.2.3 The term of each Board Member shall be for three years.

4.2.3.1 At the April 11, 2019, Board meeting, the Board agreed to a rotation for Member Jurisdictions with a population of less than 3,000. The rotation is as follows: the Village of Timbercreek Canyon, the Village of Lake Tanglewood, the Town of Bishop Hills, and the Village of Palisades.

4.2.4 The following shall be Ex-Officio Representatives to the Board without voting capacity and shall act in an advisory capacity to the Board:

1. County Judge of Randall County
2. County Judge of Potter County
3. Amarillo City Manager
4. Public Health COA Department Director
5. Health Authority (if different from the Public Health COA Department Director)
6. Canyon City Manager
7. Village of Palisades Mayor/City Manager
8. Village of Timbercreek Canyon Mayor/City Manager
9. Village of Lake Tanglewood Mayor/City Manager
10. Town of Bishop Hills Mayor/City Manager

- 4.3 **Vacancies.** In the event of a Board Member vacancy for any reason, the unexpired term resulting from the vacancy shall be filled by the same Member Jurisdiction and in the same

manner in which the originally-appointed Board Member was appointed.

- 4.4 Officers.** The Board shall elect by majority vote a chair and a vice chair, who will preside in the absence of the chair, from the ranks of Board Membership each October. The Board may appoint such other officers as it may deem necessary. The officers shall serve for a term of one year or as long as they remain a Board Member and are reappointed, whichever is less. An officer may be reappointed to the office the officer is holding for unlimited additional one-year terms upon a majority vote of the Board Members.
- 4.5 Quorum.** A quorum for meetings of the Board shall be five Board Members or, in the event that there are any vacancies, a majority of the filled Board Member positions.
- 4.6 Meetings.** Regular meetings may be held quarterly. Special meetings shall be held at the call of the chair, a majority of the Board Members, the District Director, or a COA Department Director. Board action shall be effective when adopted by the favorable vote of a majority of the quorum of Board Members present.
- 4.6.1** A representative from the Public Health COA Department will take and transcribe minutes.
- 4.6.2** A copy of such minutes will be posted to the City of Amarillo’s website, upon approval.
- 4.7 Notice.** The Board shall comply with the notice and open meeting requirements of the Texas Open Meetings Act.
- 4.8 Residency.** To be eligible for appointment, a potential Board Member must currently reside in and have resided in their respective Member Jurisdiction for at least three years before the date of the Board Member’s appointment. A Board Member shall be removed from the Board if they no longer meet the residency requirements.
- 4.9 Compensation.** All Board Members shall serve without compensation.
- 4.10 Removal.** Any Board Member may be removed without cause from the office of Board Member by a majority vote of the governing body of the Member Jurisdiction which originally appointed the Board Member.
- 4.11 Present to Vote.** In order to cast a vote at a meeting of the Board, a Board Member must be present at such meeting.
- 4.12 Duties.** The Board may authorize the performance of any function that is provided for under this Agreement and may adopt substantive and procedural rules that are necessary and appropriate to promote and preserve the health and safety of the public. The Board may not adopt a rule that is not specifically authorized by state law, conflicts with state law, or conflicts with a member ordinance or order.

**ARTICLE V.**  
**HEALTH AUTHORITY**

- 5.1 Appointment; Removal.** If the District Director is a physician, then the District Director

is the Health Authority. If the District Director is not a physician, then the District Director will appoint the Health Authority. The Health Authority shall be a physician who is qualified in public health work. The Health Authority may be removed from office for cause under the personnel rules and procedures of the City of Amarillo.

- 5.2 **Duties.** The Health Authority shall have the power and duty to exercise the functions of a Health Authority as prescribed by Chapter 121, Health and Safety Code, and shall execute the duties set out in and enforce the ordinances and the duly enacted orders of the participating entities which relate to the public health. Each Member Jurisdiction accepts the Health Authority to serve the District, including individual Member Jurisdictions.
- 5.3 **Compensation.** The Health Authority shall be compensated through a contract between City of Amarillo and Texas Tech School of Medicine.
- 5.4 **Vacancy.** In the event of an emergency vacation, the District Director will work with the Chair of Internal Medicine or designee at Texas Tech School of Medicine to identify a replacement Health Authority.
- 5.5 **Deputy Health Authority.** The Health Authority may appoint one or more Deputy Health Authority(s) to exercise the powers and duties of that office when the Health Authority is unavailable or incapacitated or for any reason unable to perform the duties of that office. The Health Authority will notify the District Director when he anticipates being unavailable, so that duplication of powers of the Health Authority is avoided. In the absence of any notice by the Health Authority, the District may nonetheless call upon the Deputy Health Authority to perform the duties of the Health Authority if and when it reasonably appears to the District Director that the Health Authority is unavailable. The District Director will notify DSHS when authority has been transferred.

## **ARTICLE VI.**

### **ADMINISTRATIVE SERVICES**

- 6.1 **District Administration.** The City of Amarillo shall provide administrative services for the District and shall have administrative responsibility for the day-to-day operations of the District, administratively supervise any employees of the District, and prepare the annual budget of the District for submission to the City of Amarillo.
  - 6.1.1 **Services.** The City of Amarillo is responsible for and will perform the public health, environmental health, and rabies quarantine services for the District. All fees, regulations, and requirements shall be set by the City of Amarillo as the service provider. A surcharge for services provided outside Amarillo city limits may be assessed by the service provider.
  - 6.1.2. **Annual Report.** During the January meeting each year, the COA Department Directors shall present to the Member Jurisdictions an annual programmatic report of the preceding fiscal year for their review.
  - 6.1.3. **Funding.** In the event the funding and support provided by the Amarillo Hospital District, Universal Health Services, and the City of Amarillo is not sufficient to enable the District to perform its purposes or functions, then each Member Jurisdiction may be required to pay the costs necessary to operate the District.

**6.1.4. Reduced Service Levels.** In the event of unforeseen circumstances, including but not limited to staffing shortages or pandemics, the District may provide reduced services but will at least provide all services required by law.

**6.2 District Director.** The Member Jurisdictions hereby appoint the Public Health COA Department Director to serve as the District Director. The District Director will be the chief administrative officer of the District. The District Director may be removed from office for cause under the personnel rules and procedures of the City of Amarillo.

## **ARTICLE VII. TERM OF THIS AGREEMENT**

**7.1 Effective Date.** This Agreement is effective upon approval by the governing body of each Member Jurisdiction.

**7.2 Term.** The term of this Agreement shall continue for a period of five years (primary term), and upon the completion of five years, the Agreement shall automatically extend for an additional five years until the termination date. This Agreement shall supersede any previous agreement of the Member Jurisdictions for health services as of the effective date. A copy of this executed Agreement shall be filed with the clerk or secretary of each Member Jurisdiction.

**7.3 Amendments.** This Agreement may be modified or amended during its term upon written agreement with a majority approval from the Board, and then, the approval of a majority of the governing body of each Member Jurisdiction.

**7.4 Withdrawal of Member Jurisdiction.** A Member Jurisdiction may withdraw from the District by providing written notice by either certified mail or personal delivery to the District Director by May 31<sup>st</sup>. Withdrawal shall be effective October 1<sup>st</sup>. Upon the effective date of the withdrawal, certain regulatory services provided by or through the District, such as licensing and inspection of food establishments and onsite sewage facilities, will no longer be available to the withdrawing Member Jurisdiction. A Member Jurisdiction may revoke its withdrawal by providing written notice to the District Director by July 31<sup>st</sup>. Revocation is effective upon receipt of the notice by the District Director.

**7.5 Expulsion of Member Jurisdiction.** The expulsion process may be initiated by a petition or request signed by three Board Members of at least three Member Jurisdictions and delivered to the District Director. The petition or request shall state the reasons that expulsion is sought. The Member Jurisdiction whose expulsion is sought must be provided a copy of the petition or request and given at least ten days' written notice (served by certified mail or by personal service to the Member Jurisdiction's Ex-Officio Representative and chief executive officer) of the meeting at which the issue of expulsion will be considered. At the Board meeting, if a two-thirds majority of the Board Members votes to recommend expulsion of the Member Jurisdiction, the District Director shall give written notice by certified mail to the affected Member Jurisdiction. Expulsion shall then require the concurring vote of 2/3 of the governing bodies of the other Member Jurisdictions. There is no appeal from such action by the Board and the Member Jurisdictions.

- 7.6 **Dissolution of District.** The dissolution process may be initiated by a petition or request signed by four Board Members of at least four Member Jurisdictions and delivered to the District Director. The District Director shall forward a copy of said petition to all Member Jurisdictions. At a Board meeting, if a supermajority (3/4) of the Board Members vote to recommend dissolution of the District, the District Director shall give written notice by certified mail to all Member Jurisdictions. Dissolution shall then require the concurring vote of the governing bodies of all Member Jurisdictions. The vote of the governing bodies of all Member Jurisdictions must take place within 90 days. If the Board and Member Jurisdictions vote to dissolve the District, the District shall be dissolved at the end of such fiscal year after such vote was passed. If a vote is taken to dissolve and fails, another vote to dissolve may not occur until after the next fiscal year.

## **ARTICLE VIII. MISCELLANOUS**

- 8.1 **Entire Agreement; Headings; Severability.** This Agreement contains the entire understanding of the parties relating to the matters contained in this Agreement, superseding all prior agreements. The section headings herein are for convenience and reference and are not intended to define or limit the scope of any condition, term, or provision of this Agreement. If any provision of this Agreement is held to be invalid for any reason, the remainder of the Agreement shall continue in full effect.
- 8.2 **Public Information.** Requests for public information shall be directed to the appropriate COA Department Director. Media inquiries shall be directed to the City of Amarillo's communications department.
- 8.3 **Governing Law and Venue.** This Agreement is governed by the laws of the State of Texas and should be construed to carry out the intent of the Local Public Health Reorganization Act, Chapter 121, of the Texas Health and Safety Code. This Agreement is expressly made subject to the charters, ordinances, and orders of all Member Jurisdictions. This Agreement is performable in Potter County, Texas, and the parties hereto agree that any action brought to enforce or interpret this Agreement shall be brought in Potter County, Texas.
- 8.4 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. No Member Jurisdiction shall assign or subcontract this Agreement or any right, duty, or obligation hereunder, in whole or in part, without the express written consent of the remaining Member Jurisdictions.
- 8.5 **Waiver.** All parties herein hereby waive, forfeit, and otherwise surrender any and all remedies available at law, in equity, or otherwise, to a party, including any claim or action for breach of contract, against any other party to this Agreement. The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the parties herein under this Agreement.
- 8.6 **Release.** To the extent allowed by law, the parties hereby mutually and individually release each other, respectively, its elected officials, officers, agents, employees, and volunteers, from and against any and all liability, claims, suits, demands, or causes of action which may arise due to any loss or damage to personal property, or personal injury, or death

occurring as a consequence of the performance of this Agreement.

**8.7** **Counterparts.** This Agreement shall be executed in multiple counterparts, each of which shall be deemed an original.

**8.8** **Authority.** The person signing this Agreement hereby warrants that they have the legal authority to execute this Agreement on behalf of their respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

*(Signature blocks on the following pages)*



THE CITY OF AMARILLO

By: [Signature]  
Mayor or City Manager/Administrator

Print Name: Jared Miller

Print Title: City Manager

ATTEST

[Signature]  
City Secretary

07/17/2023  
Date Signed

*[Remainder of page intentionally left blank]*

**THE CITY OF CANYON**

By: *Gary Hinders*  
Mayor or City Manager/Administrator

Print Name: Gary Hinders

Print Title: City of Canyon Mayor

ATTEST

*Michelle Mercer*  
City Secretary

6-11-2023  
Date Signed

*[Remainder of page intentionally left blank]*



THE COUNTY OF POTTER

Nancy Tanner  
By: County Judge

Print Name: NANCY TANNER

Print Title: COUNTY JUDGE

ATTEST [Signature]  
Potter County Clerk  
Title:



June 13, 2023  
Date Signed

*[Remainder of page intentionally left blank]*



THE COUNTY OF RANDALL



By: Christy Avel  
County Judge

Print Name: CHRISTY AVEL

Print Title: RANDALL COUNTY JUDGE

ATTEST

Gene B. Allen  
Title: County Clerk

7/11/2023  
Date Signed

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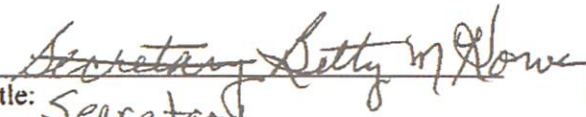
THE VILLAGE OF TIMBERCREEK CANYON

By:  \_\_\_\_\_  
Mayor or City Manager/Administrator

Print Name: BRIAN GIFFIN

Print Title: MAYOR

ATTEST

 \_\_\_\_\_ 7-13-23 \_\_\_\_\_  
Title: Secretary Date Signed

*[Remainder of page intentionally left blank]*

**THE VILLAGE OF LAKE TANGLEWOOD**

By: Tiffany Rogers  
Mayor or City Manager/Administrator

Print Name: Tiffany Rogers

Print Title: Mayor

ATTEST Patty Schneider

City Secretary  
Title:

August 14, 2023  
Date Signed

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**THE VILLAGE OF PALISADES**

By:   
Mayor or City Manager/Administrator

Print Name: JERRY LANE

Print Title: MAYOR

ATTEST

  
Title:

8-6-2023  
Date Signed

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**THE TOWN OF BISHOP HILLS**

By: Betty Benham  
Mayor or City Manager/Administrator  
Print Name: Betty Benham  
Print Title: MAYOR

ATTEST

Clerk, W Jade Blake  
Title:

9-19-23  
Date Signed

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