



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.28.

10/14/2025

Interlocal Cooperation Act Contract with UTMB to Provide Local Health Authority Services

Approve entering into an Interlocal Cooperation Contract with University of Texas Medical Branch at Galveston to Provide Local Health Authority Services.

The County Judge is authorized to execute said Agreement on behalf of the County.

Further ordered that a copy of this Order be provided to the Health Department.

INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract (Contract)** is entered into effective **November 1, 2025 (Effective Date)**, by and between Contracting Parties pursuant to authority granted in and in compliance with [Chapter 791, Government Code](#).

CONTRACTING PARTIES:

Receiving Party: **Brazoria County**, a local government of the state of Texas.

Performing Party: **The University of Texas Medical Branch at Galveston, dba UTMB Health**, an institution of The University of Texas System, an agency of the state of Texas.

PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party to provide **Local Health Authority Services**. This Contract will increase the efficiency and effectiveness of Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services (**services**):

Provide Peter F. Edemekong, MD, MPH, FACPM ("Provider") as Brazoria County's appointed Local Health Authority pursuant to Texas Health & Safety Code Chapter 121 from November 1, 2025 until September 30, 2027 at 5:00 p.m. to perform the below duties:

- Assist with overseeing the operations of the Brazoria County Health Department (as requested)
- Provide Standing Delegation Orders for the Immunization Clinics, STD clinic and for post-exposure follow up to communicable diseases (i.e. rabies, meningitis).
- Educate the public in disease prevention.
- Provide Tuberculosis Program with consultation and testimony on non-compliant patients; enforce orders of court mandated treatment.
- Testify in court as needed. The requirement to testify is rare, but when required, it will be during work day hours, Monday through Friday.
- Support Indigent Health Care Program as needed.
- Report the presence of contagious, infectious, and dangerous epidemic diseases in the health authority's jurisdiction to Commissioners Court and the Texas Board of Health in the manner and at the times prescribed.
- Provide training to Environmental Health employees.
- Provide "Letter of Non-Contagious Disease" to appropriate agencies, when requested.
- Review "Post-Exposure" labs; provide 'source' results to affected personnel (i.e. law enforcement officers, etc.)
- Review applications for Mass Gathering Permits and provides written approval (as appropriate) for the proposed public events.
- Establish, maintain and enforce Quarantines and Isolation Orders in the health authority's jurisdiction (in conjunction with D.A.'s office and DSHS) and in accordance with the Texas Department of State Health Services.
- Work with Health Department staff and local & federal health and human service agencies to provide services to the public.
- Attend and participate in meetings and conferences as required.

- Perform any other duties required of a Local Health Authority pursuant to Texas Statutes, Rules and Regulations.
- Performing Party will provide Receiving Party the designated Provider under this Contract to the extent such Provider is employed by and/or affiliated with Performing Party, during those times and dates that Provider is not scheduled to provide services or required duties to Performing Party in any capacity. Further, in the event the designated Provider is no longer employed by and/or affiliated with Performing Party, Performing Party will make best efforts to provide a qualified replacement provider to Receiving Party; however, Performing Party makes no express or implied representation, or guarantee, that Provider, or a qualified replacement provider, will be employed by and/or affiliated with Performing Provider during the entire Term of the Contract, or any renewal period(s).

WARRANTIES:

Receiving Party warrants (1) the services are necessary and authorized for activities properly within its statutory functions and programs; (2) it has authority to contract for the services under authority granted in Section 791.030, Texas Government Code, and Chapter 791, Government Code; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on Receiving Party's behalf is authorized by its governing body to do so.

Performing Party warrants (1) it has authority to perform the services under authority granted in Section 791.030, Texas Government Code and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on Performing Party's behalf is authorized by its governing body to do so.

CONTRACT AMOUNT:

The total amount of this Contract shall not exceed One Hundred Ninety-Six Thousand and 08/100 Dollars (\$196,000.08).

Receiving Party shall pay Performing Party Eight Thousand One Hundred Sixty - Six Dollars and 67/100 (\$8,166.67) on a monthly basis, with Receiving Party making payment to Performing Party within thirty (30) days of receipt of an invoice for services. Payment will begin in November, 2025.

PAYMENT:

Receiving Party will remit payments to Performing Party for services satisfactorily performed in accordance with Chapter 2251, Government Code (Texas Prompt Payment Act).

Payments made under this Contract (1) are based on cost recovery (2) Receiving Party will fairly compensate Performing Party for the services performed, and (3) will be made from current revenues available to Receiving Party.

TERM:

The term of this Contract begins on the Effective Date and expires on **September 30, 2027**. The contract may be renewed upon mutual written consent for a period of two years to coincide with the statutory 2-year appointment of a local health authority pursuant to Texas Health & Safety Code Chapter 121.

NOTICES:

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications provided or permitted under this Contract, will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be

deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to Receiving Party: Brazoria County Health Department
434 East Mulberry
Angleton, Texas 77515
Fax: (979) -864-3955
Email: Cathys@brazoriacountytx.gov
Attention: Cathy Sbrusch

with copy to: Brazoria County District Attorney's Office
237 E. Locust, Suite 305
Angleton, Texas 77515
Fax: (979) 864-1712
Email: maryc@brazoriacountytx.gov
Attention: Mary Shine

If to Performing Party: Executive Vice President, Chief Financial Officer
301 University Blvd.
Galveston, Texas 77555-0128
Fax: (409) 266-2005
Email: jd Bailey@utmb.edu
Attention: Jamie Bailey

With a copy to : Community Based Clinics
UTMB
301 University Boulevard, Route 0179
Galveston, TX 77555-0179

or other person or address as may be given in writing by either party to the other in accordance with this Section.

TERMINATION:

In the event of material failure by a Contracting Party to perform its duties and obligations in accordance this Contract, the other party may terminate this Contract upon three (3) months (90 days) advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the 90-day period.

Payment of Debt or Delinquency to the State. Pursuant to Sections [2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Performing Party under this Contract may be applied directly toward any debt or delinquency Performing Party owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.

Venue; Governing Law. Brazoria County Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all of its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

Entire Agreement; Modifications. This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and will constitute the entire agreement and understanding between the parties with respect to its subject matter. This Contract and each of its provisions will be binding on the parties, and may not be waived, modified, amended or altered, except by a writing signed by Receiving Party and Performing Party.

Loss of Funding. Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (**Legislature**) and/or allocation of funds by that Contracting Party's governing board. If Legislature fails to appropriate or allot necessary funds, or a Contracting Party's governing board fails to allocate necessary funds, then Contracting Party that loses funding may terminate this Contract without further duty or obligation. Contracting Parties agree acknowledge that appropriation, allotment, and allocation of funds are beyond the Contracting Parties' control.

State Auditor's Office. Contracting Parties understand acceptance of funds under this Contract constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (**Auditor**), to conduct an audit or investigation in connection with those funds (ref. [Sections 51.9335\(c\), 73.115\(c\)](#) and [74.008\(c\)](#), *Education Code*). Contracting Parties agree to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This Contract is not transferable or assignable except upon written approval by Contracting Parties.

Severability. If any one or more of the provisions of this Contract will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision, and this Contract will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

Public Records. It will be the independent responsibility of Receiving Party and Performing Party to comply with [Chapter 552, Government Code \(Public Information Act\)](#), as it applies to the Contracting Parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the Public Information Act on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of Receiving Party.

[signatures next page]

Executed effective on the Effective Date by the following duly authorized representatives of Contracting Parties:

RECEIVING PARTY:

BRAZORIA COUNTY

By: _____

Name: L. M. “Matt” Sebesta, Jr.
Title: County Judge

Date: _____

PERFORMING PARTY:

The University of Texas Medical Branch at Galveston

By: _____

Name: Jamie D. Bailey, MBA, CPA, CFE
Title: Executive Vice President,
Chief Financial Officer

Date: _____
Content Review: _____

By: _____
Angela Raimer, MD
Chief Medical Officer
Community Based Clinics

Date: _____

By: _____
Peter F. Edemekong, MD, MPH, FACPM

Date: _____