

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN DENTON COUNTY, TEXAS  
AND  
THE DENTON INDEPENDENT SCHOOL DISTRICT**

This Interlocal Cooperation Agreement (“the Agreement”) is made and entered into by and between Denton County, Texas (“the County”) and the Denton Independent School District (“the District”). The District is an Independent School District organized under Chapter 11 of the Texas Education Code. The County is a political subdivision of the State of Texas. Accordingly, the Texas Government Code, Chapter 791, the Interlocal Cooperation Act (“the Act”), governs this Agreement.

**I.  
PURPOSE**

The purpose of this Agreement is to allow the Denton County Health Department (“the Department”), a Local Health Department organized under the Texas Health and Safety Code, Chapter 121, to implement procedures to utilize the District’s facilities to assist the citizens of the County in the event of a public health emergency. As such, under a grant from the Texas Department of State Health Services (“TDSHS”), the Department is required to plan and prepare for a public health emergency which may result from natural or man-made causes. During such an emergency, it may be necessary to immunize, or treat, all or large numbers of people in area served by the District and the Department. Prior public health experience with mass immunization has shown that schools are well suited to this activity because: 1) their location is known to large numbers of individuals within the community; 2) they have large assembly areas; and 3) they have other necessary facilities such as refrigeration and restrooms.

The Department has concluded that the District possesses facilities that are qualified to serve as a public immunization and treatment facility, if mass immunization or treatment is necessary. The District desires to assist the Department in the event of a public health emergency and agrees to make its facilities available for purposes of mass immunization or treatment, under the terms set out below. The District and the Department have concluded that this contemplated use of facilities is a “governmental function” as defined in the Interlocal Agreement Act.

**II.  
PUBLIC HEALTH EMERGENCY**

This Agreement will go into effect only if:

1. The Texas Commissioner of Health or the Department declare that large scale immunization or treatment is necessary as a control measure for an outbreak of communicable diseases or treatment associated with a natural or man-made disaster.

### **III. OBLIGATIONS OF THE DEPARTMENT**

1. To the extent practicable, the Department will attempt to give the District at least twenty- four (24) hours notice of its need to use the District’s facilities under the terms of this Agreement. The Department must include the following information in the Notice to the District:
  - (a) the reason for the use of the facilities, in accordance with the terms of this Agreement;
  - (b) the name of the individual authorizing the implementation of this Agreement under Section II above;
  - (c) the type of facilities needed;
  - (d) the capacity the Department anticipates it will need to accommodate; and
  - (e) any special needs or requests of the Department in relation to the District’s performance under this Agreement.
2. The Department will supply or arrange for all equipment, vaccine, medicine, personnel supply or arrange for all equipment, vaccine, medicine and personnel and any other supplies necessary to administer the vaccine, medication or treatment.
3. The Department will supply or arrange for all equipment and personnel necessary for staffing, security, crowd control and other tasks, except as described in Section IV, below.
4. The Department will be responsible for disposal of any and all supplies and equipment utilized during its use of the District’s facilities, including but not limited to, the disposal of medical waste. The Department will also be responsible for disinfection of any of the District’s facilities that the District determines require disinfection as a result of the Department’s use under this Agreement.
5. The Department will seek reimbursement for the District from the federal government to pay for costs incurred by the District while acting in accordance with this Agreement. The District understands that neither the Department, nor the County, may receive reimbursement from the federal government, or any other source, for costs incurred by the District in performing under this Agreement. The Department shall be responsible, to the extent allowed by law, for any damage to property belonging to the District as a result of its use under this Agreement. Any compensation paid shall be “an amount that fairly compensates the performing party” as stated in the Act. The amount to be paid to the District, if any, will be paid from current revenues received as reimbursement from the federal government. The Parties must agree in writing as to the amount that “fairly

compensates” the District under this provision. Failing such written agreement, the District does not waive the right to contest the compensation paid by the Department under this provision.

6. The Department is responsible for the acts, omissions and negligence of its officials, officers, agents, employees or volunteers, to the extent allowed under state and federal law.
7. The Department, to the extent practicable, will comply with any and all of the District’s applicable policies, guidelines, and regulations regarding its use of the District’s facilities under this Agreement. Further, the Department will comply with any and all applicable federal and state statutes, regulations, guidelines or other regulating or governing provisions, with regard to its use of the District’s facilities under this Agreement.

#### **IV. OBLIGATIONS OF THE DISTRICT**

1. The District is responsible for allowing the use of, and access to, its facilities and all utilities and equipment normally associated with its use as school facilities. The District has the discretion to determine which facilities will be accessed by the Department under this Agreement, provided that the facilities accommodate the needs of the Department as identified in the Department’s written notice under Section III(1) above. If the District determines that it requires facilities that conflict with the Department’s needs under this Agreement, the District’s needs supersede the Department’s use of the District’s facilities under this Agreement.
2. The District is responsible for providing use of all rooms, fixtures and equipment existing at the facilities that the Department regards as necessary for onsite use during the period of the emergency.
3. The District will provide at least one volunteer on-site during the period of emergency use with access to the rooms, fixtures and equipment described above.
4. The District is responsible for the acts, omissions and negligence of its employees or volunteers, to the extent allowed under state and federal law.

#### **V. TERM**

This Agreement becomes effective when approved by the governing body of the District and Department and shall remain in effect, without need for renewal, until canceled. This perpetual Agreement may be canceled by either party, at any time, with or without cause.

**VI.  
HOLD HARMLESS**

To the Extent allowed by the Constitution and statutes of the State of Texas, and without waiving any immunity or limitation as to liability, the Department agrees to and shall indemnify and hold harmless the District, its officials, officers, agents, employees or attorneys from and against any and all claims, losses, damages, causes of actions, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, or for damages to any property; real, personal or intellectual arising out of, or in connection with, the implementation of this Agreement, where the injury or death or damage is caused by the negligence of the Department, its officials, officers, agents, employees or attorneys, except that the Department assumes no liability for the sole negligent acts of the District, its officials, officers, agents, employees or attorneys.

To the extent allowed by the Constitution and statutes of the State of Texas, and without waiving any immunity or limitation to liability, the District agrees to and shall indemnify and hold harmless the Department, its officials, officers, agents, employees or attorneys from and against any and all claim, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court cost and attorney's fees, for injury or death of any person or for damages to any property; real, personal or intellectual arising out of or in connection with the implementation of this Agreement, where the injury, death or damage is caused by the negligence of the District, its officials, officers, agents, employees or attorneys.

**VII.  
GOOD FAITH NEGOTIATION AND DISPUTE RESOLUTION**

Whenever a dispute or disagreement arises under the terms of this Agreement, the Parties agree to enter into good faith negotiations to resolve such disputes. If the matter continues to remain unresolved after good faith negotiations by the Parties, then the matter shall be referred to non-binding outside mediation with a mediator approved by both Parties. This provision is mandatory unless an expedited hearing is needed to prevent the loss, or potential loss, of human life and shall be a condition precedent to the filing of any litigation by either, or both, of the Parties.

**VIII.  
ASSIGNABILITY / CONSENT**

Except as otherwise provided herein, or except as may be hereafter determined by the Parties, no Party to this Agreement may sell, assign or transfer, its interest in this Agreement, or any of its rights, duties or obligations hereunder, without the prior written consent of the other Party. Whenever the consent or the approval of a Party is required herein, such Party shall not unreasonably withhold, delay or deny such consent or approval.

**IX.  
NOTICE**

Any notice given by one Party to the other in connection with this Agreement shall be in writing and shall be by personal delivery; sent by registered mail or certified mail or by U.S. Mail, return receipt requested, postage prepaid; to:

**District:** Denton Independent School District  
Dr. Ray Braswell / Superintendent  
1307 N. Locust Street  
Denton, Texas 76202

**With a copy to:** Paul Andress  
D.I.S.D. Director of Operations  
230 North Mayhill Road  
Denton, Texas 76208

**County:** Denton County, Texas  
Denton County Judge  
110 West Hickory Street, 2nd Floor  
Denton, Texas 76201

**With a copy to:** Denton County District Attorney's Office - Civil Division  
1450 East McKinney Street, Suite 3100  
Denton, Texas 76209

**Notice shall be deemed to have been received on the date of receipt as shown on the return receipt or other written evidence of receipt.**

**X.  
MODIFICATION**

No waiver, or modifications, of this Agreement or of any covenant, condition or limitation contained herein shall be valid unless in writing and duly executed by the Party to be charged therewith. No evidence of any waiver, or modification, shall be offered or received in evidence in any proceeding arising between the Parties hereto out of or affecting this Agreement, or the rights or obligations of the Parties hereunder, unless such waiver or modification is in writing and duly executed by the Parties. The Parties further agree that the provisions of this Article will not be waived unless herein set forth.

**XI.  
SAVINGS / SEVERABILITY**

In the event that any one or more of the provisions hereof 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 the other provisions and the Agreement shall be constructed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

**XII.  
GOVERNING LAW AND VENUE**

This Agreement shall be constructed under and governed by, and in accordance with, the laws of the State of Texas, and all obligations of the Parties hereto created by this Agreement are performable in Denton County, Texas. Venue for any suit, or cause of action, under this Agreement shall lie exclusively in Denton County, Texas.

**XIII.  
ENTIRE AGREEMENT**

This Agreement and exhibits attached hereto, if any, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any prior understandings between the Parties, written or oral, with respect to the subject matter of this Agreement. No amendment, modification, cancellation or alteration of the terms of this Agreement shall be binding on any Party hereto unless the same is in writing, dated subsequent to the date hereof, and is duly authorized and executed by the Parties hereto.

**XIV.  
WAIVER OF TERMS AND CONDITIONS**

The failure of the Parties to enforce, or insist upon, compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

**XV.  
AUTHORITY OF PARTIES**

This Agreement is made by and entered into by the duly-authorized officials of each respective entity.

**XVI.  
CAPTIONS**

The captions contained in this Agreement are for informational purposes only and shall not in any way affect the substantive terms or conditions of this Agreement.

**XVII.  
COUNTERPARTS**

This Agreement may be executed in any number of multiple originals, each of which shall be deemed an original and constitute one and the same instrument.

The foregoing Interlocal Cooperation Agreement by and between Denton County, Texas and the Denton Independent School District was offered for approval on motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, and after discussion was adopted by the Board of Trustees of the Denton Independent School District at a regularly scheduled meeting called, posted, and held in Denton, Denton County, Texas, on \_\_\_\_\_, 2012, at which \_\_\_\_\_ Trustees were present, by the following vote: \_\_\_\_ For, \_\_\_\_ Against, and \_\_\_\_ Abstaining.

**DENTON INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Mia Price, President  
Board of Trustees

ATTEST:

\_\_\_\_\_  
Rudy Rodriguez, Ph.D., Secretary

**DENTON COUNTY, TEXAS**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Hon. Mary Horn  
Denton County Judge

Acting on behalf of and by authority The Commissioners Court of Denton County, Texas

ATTEST:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Cynthia Mitchell,  
Denton County Clerk

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Deputy County Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Assistant District Attorney