

STATE OF TEXAS  
COUNTY OF DALLAS

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**INTERLOCAL AGREEMENT  
BY AND BETWEEN  
DALLAS COUNTY AND CISD  
FOR SCHOOL RESOURCE DEPUTIES**

This Interlocal Agreement (“Agreement”) is made by and between the Coppell Independent School District (hereinafter referred to as, “CISD”), a political subdivision of the State of Texas in conjunction with Section 37.081 of the Texas Election Code, and Dallas County, Texas on behalf of the Dallas County Sheriff’s Department (hereinafter both referred to as “County” or “Sheriff’s Department”), a political subdivision of the State of Texas, pursuant to the authority granted by the Chapter 791 of the Texas Local Government Code (known as the Interlocal Cooperation Act or the “Act”) and the Code of Criminal Procedure, Article 2.17 “Conservator of the Peace,” to provide School Resource Deputies. The County or the CISD may hereinafter be referred to individually as a “Party” or collectively, the “Parties.”

**RECITALS:**

**WHEREAS**, the Act authorizes CISD and the County to contract with one another for law enforcement protection, related administrative functions, and other governmental functions in which they are mutually interested; and

**WHEREAS**, the CISD Board of Trustees has found, and hereby declares, it is in need of security personnel and law enforcement services to protect the safety and welfare of its students, employees, and other persons authorized to be on CISD property or at CISD sponsored events or activities; and

**WHEREAS**, pursuant to Section 37.081(a) of the Texas Election Code the Board of Trustees of CISD may employ security personnel and may commission peace officers; and

**WHEREAS**, pursuant to the Code of Criminal Procedure, article 2.17 “Conservator of the Peace” the Sheriff may enforce the laws of the State of Texas within Dallas County.

**WHEREAS**, the CISD Board of Trustees desires to utilize the security and law enforcement services and personnel of the Dallas County Sheriff’s Department for those functions and purposes; and

**WHEREAS**, the Dallas County Sheriff’s Department desires to provide CISD the required security and law enforcement functions and services; and

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein, CISD and Dallas County hereby agree as follows:

**SECTION 1: PURPOSE**

The primary purpose of this Agreement is for CISD to secure the services of security personnel and commissioned peace officers from the Dallas County Sherriff’s Department to provide for the safety and welfare of CISD students and personnel. The personnel assigned by the Dallas County Sheriff’s Department to carry out the obligations under this Agreement shall be referred to as School Resource Deputies (“SRD”).

## **SECTION 2: TERM**

The Term of this Agreement is for a period commencing on September 6, 2022 and ending on August 20, 2023 unless terminated earlier under any provision herein ("Term"). This Agreement may be extended upon mutual written agreement of both parties under the same terms and conditions contained herein unless amended otherwise.

## **SECTION 3: SERVICES AND OBLIGATIONS OF THE COUNTY**

The County, through the Dallas County Sheriff's Department's SRDs, shall provide CISD the following services and related activities:

### **Law Enforcement Services**

#### **3.1 Assignment of SRDs**

- A. The County will assign two (2) of its deputies to act as School Resource Deputies, to be housed at Coppell Middle School West located at 2701 Ranch Trail, Dallas, Texas. The SRDs will also perform Law Enforcement Services under this Agreement as needed by CISD at Richard J. Lee Elementary located at 8808 Chaparral Waters Way, Dallas, Texas; Canyon Ranch Elementary located at 1205 Santa Fe Trail, Irving, Texas; and Valley Ranch Elementary located at 9800 Rodeo Drive, Irving, Texas. At least one SRD is to be on site at Coppell Middle School from 7:30 a.m. to 4:05 p.m. Monday through Friday excluding school holidays. The SRDs may be utilized outside of the days and times listed above at the request of CISD and as agreed to by the County, in writing. Any off-duty or extracurricular activity for CISD scheduled outside of SRD routine schedule will be billed at a rate of \$50.00 per hour paid by the CISD in addition to the Total Amount. SRD supervisor may assist scheduling with CISD on certain off-duty events as needed.
- B. The assignment of the SRDs is to be a full-time commitment of the SRDs. The Parties acknowledge that other law enforcement matters may from time to time arise which would necessitate the absence of one or both of the SRDs. Such absence shall be at the Sheriff's Department's sole discretion. In the event of an absence of one or both of the SRDs, the County is not required to provide a substitute but at its sole discretion may assign a substitute. At all times, CISD may call upon the Sheriff's Department for emergency and non-emergency response in the same fashion, as would be the case were this Agreement not in effect. During times when the SRDs are performing their duties under this Agreement, CISD may nevertheless call for other assistance from the Sheriff's Department as is reasonably necessary, especially during emergencies.
- C. County is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officers are assigned to the CISD and the way County performs its services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent between CISD and County, or any of County's agents or employees. County assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. County, its agents, and employees shall not be entitled to any rights or privileges of CISD employees and shall not be considered in any manner to be CISD

employees. CISD and County agree and acknowledge that each entity shall be responsible for its own acts, forbearance, negligence, and deeds and for those of its agents or employees in conjunction with the performance of work covered under this Agreement.

### **3.2 Functions of the School Resource Deputy**

While performing the duties and obligations under this Agreement the SRDs shall be, at all times, be armed and clothed with the authority of a sworn sheriff's deputy in the State of Texas as a member of the Sheriff's Department. In addition to such authority the deputy, while functioning as an SRD, shall provide CISD at the locations and jurisdictional areas indicated in this Agreement with the following services:

- A. Perform law enforcement duties in accordance with all applicable laws of the State of Texas and the Sheriff's Department's policies and procedures. For purposes of this section, the SRD shall be authorized to accept requests and authorizations from the CISD Superintendent or his designee and the school's principal and any assistant principal.
- B. Assist with drug and alcohol education for students.
- C. Train staff members in matters related to planning and conducting emergency activities, promoting school safety, including detecting and intervening in matters involving violation of school rules of conduct and the laws of the State of Texas.
- D. Take such steps as are deemed advisable to secure the safety of school personnel and students by intervening in any situation in a proactive manner to preserve good order.
- E. The Parties acknowledge and agree that the SRDs are not a school disciplinarian and will not function as a monitor or supervisor of students, nor will they enforce school rules of conduct. Specifically, the SRDs will not be a hall monitor, lunchroom supervisor, parking lot attendant, or short-term substitute teacher.
- F. All obligations performed under this section shall conform to the standards set forth by the Sheriff's Department's internal policies and procedures and, to the extent applicable, CISD's Board of Trustees' policies. Provided, however, in the event of any conflict County policy and procedure shall control.

### **3.3 Authority /Jurisdiction**

- A. In all situations in which the SRDs are specifically authorized to assist a school official or due to past experience, can reasonably assume such authorization, the SRDs shall have the same authority as provided under laws of the State of Texas as a Sheriff's Deputy and the Sheriff's Department's policies and procedures. The SRDs are authorized to take a juvenile into custody pursuant to Section 37.081(b)(3) of the Texas Education Code and in accordance with Chapter 52 of the Texas Family Code.
- B. When a Sheriff's Department Deputy is acting as an SRD under this Agreement for CISD, the SRD's jurisdiction shall include, in addition to his/hers jurisdiction as a Dallas County Sheriff's Deputy, all territory that is within Dallas County and within the boundaries of CISD and all property, real or personal, outside the boundaries of CISD that is within Dallas

County and that is owned, leased, rented by, or otherwise under the control of CISD and its Board of Trustees.

- C. The SRDs shall accept orders from the Sheriff's Department and from CISD personnel designated below. In situations in which conflict in such orders occurs, the SRD shall be entitled to recognize the authority in the following order of precedence:
1. Sheriff's Department
  2. CISD Superintendent or Assistant Superintendent, in order of seniority
  3. School principal
  4. School assistant principals, in order of seniority

In all situations, subject to the Sheriff's Department and the SRD's discretion, the SRD may override orders received from school personnel and function solely as a law enforcement deputy of the Sheriff's Department.

### **3.4 Supervision of SRDs and Primary Duties**

- A. All SRDs provided by the Sheriff's Department will at all times be subject to the supervision and control of the Dallas County Sheriff and shall be responsible to the Sheriff's Department.
- B. All SRDs provided by the Sheriff's Department will at all times have the primary duty to protect Dallas County and to carry out the functions of the Sheriff's Department. Therefore, when it is necessary for the Sheriff's Department to fulfill a critical public safety need for the protection of Dallas County, all or a portion of the SRDs may be removed from the schools for a temporary period until those deputies are no longer required for the reasonable protection of Dallas County. Notwithstanding this provision, the Sheriff's Department agrees to make every reasonable effort to have an SRD available to respond to emergency calls for service.
- C. The Sheriff's Department, in its sole discretion, shall have the power and authority to hire, assign, discharge, and discipline all SRDs provided under this Agreement.

## **SECTION 4: OBLIGATIONS OF CISD**

CISD shall fulfill the following obligations in return for the County's performance of the foregoing services:

**4.1 Payments.** CISD must make payment for all bonds reasonably required under Texas Education Code Section 37.081(h), and services provided under this Agreement in accordance with this Agreement and Section 5.

**4.2 Office/Supplies.** CISD must provide each SRD with the exclusive use of a desk, office chair, file cabinet, telephone with voicemail, safe for securing firearms – including but not limited to a rifle, and any other office furniture or supplies needed for use of the everyday operations for each SRD ("Office Supplies"). All Office Supplies provided under this Agreement shall be for the exclusive use for the County and Sheriff's Department. CISD must provide the SRD with exclusive

use of the following equipment during the Term of this Agreement: (1) an office with a locking door; (2) a computer with full internet and camera surveillance access; (3) a school radio; and (4) keys and/or entry card for all school buildings the SRDs oversee.

**4.3 Student Records.** CISD agrees to provide access to student records to the extent permitted under the Family Educational Rights and Privacy Act ("FERPA") and the U.S. Department of Education's implementing rules.

## **SECTION 5: PAYMENT**

**5.1 Payment Terms/Total Amount.** The total amount due under this Agreement is Two Hundred Thirty-Three Thousand Five Hundred Thirty-Five Dollars and Ninety-Five Cents (\$233,535.95) as outlined in **Exhibit A**, which is attached and incorporated herein for all purposes. ("Total Amount") The Total Amount shall be paid by CISD to the County in accordance with this Agreement. The Total Amount paid from the CISD must be from current revenues available to CISD.

**5.2 Billing and Payment.** The County shall bill CISD within ten (10) days after the close of each calendar month for all services provided during that month in accordance with this Agreement and the payment schedule outlined in Exhibit A. CISD shall pay for these services within twenty (20) days after the date of the County's billing. Failure by County to bill in a timely manner shall not waive CISD's obligations to make payments under this Agreement.

**5.3 Prompt Payment Act.** Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

**5.4 Increased Costs.** If the costs of providing services to the CISD increase from the Total Amount during the Term of this Agreement, CISD shall be responsible for the payment of such increased costs. The County shall provide CISD with thirty (30) days written notice of any such increase.

## **SECTION 6: TERMINATION**

**6.1 Without Cause:** This Agreement may be terminated without cause by either Party upon thirty (30) days written notice to the other Party.

**6.2 With Cause:** County reserves the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:

1. Non-performance or breach of any provision herein by CISD;
2. CISD's improper or misuse of County resources or property;
3. In County's sole discretion, if termination is necessary to protect the health and safety of Dallas County residents or personnel;
4. In accordance with the fiscal funding clause; or
5. Any combination of 1-5 above.

**6.3 Payments upon Termination.** Termination of this Agreement shall not excuse any of the

payments due for services provided during the Term of this Agreement prior to the effective date of the notice for termination.

**6.4 Salaries.** CISD shall not be liable for the direct payments of salaries, wages, or compensation to County employees.

## **SECTION 7: COMMUNICATION AND CONFIDENTIALITY**

**7.1** As necessary to carry out the obligations under this Agreement, or during the course of a criminal investigation or an internal affairs investigation being conducted by the Sheriff's Department, CISD agrees to provide the County with access to documents, records, recordings, images, emails, and other materials ("CISD Materials") related to the criminal or internal affairs investigation, to the extent those CISD Materials are not protected under FERPA and the U.S. Department of Education implementing rules, without requiring the County to make a request pursuant to the Texas Public Information Act ("TPIA").

**7.2** To the extent those CISD Materials are protected under FERPA and the U.S. Department of Education implementing rules, CISD agrees to make reasonable efforts to cooperate fully with the County's investigation and to seek consent from CISD parent(s) or qualified individual(s) to allow County access to the CISD Materials for the limited purpose of carrying out the obligations under this Agreement and a criminal or internal affairs investigation. Nothing herein shall be construed as requiring the CISD to disclose CISD Materials that are confidential under federal or state law.

**7.3** All notes, files, and materials maintained or produced by the SRDs, regardless of source, shall be considered to be the records and property of the Sheriff's Department ("Sheriff Materials"). As such, such records are not to be subject to any laws, rules, regulations, or school practices regarding student records. All Sheriff Materials shall remain the property and records of the Sheriff's Department during the Term of this Agreement and after termination of this Agreement.

## **SECTION 8: INDEMNIFICATION**

**INDEMNIFICATION OF THE COUNTY. TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, CISD INCLUDING ITS ASSIGNS, SUBCONTRACTORS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR REPRESENTATIVES (COLLECTIVELY, "INDEMNITOR") SHALL FOREVER WAIVE, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE COUNTY, ITS ELECTED OFFICIALS, ASSIGNS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, AND EMPLOYEES (COLLECTIVELY, "INDEMNITEES") FROM ANY AND ALL LOSS OR LIABILITY INCURRED AS A RESULT OF FURNISHING ANY AND ALL OF THE SERVICES SPECIFIED IN THIS AGREEMENT. INDEMNIFICATION OF THE INDEMNITEES BY INDEMNITOR, TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, SHALL INCLUDE, BUT IS NOT LIMITED TO, ANY DAMAGES, JUDGMENTS, COSTS, AND ATTORNEY FEES RELATED TO CONSTITUTIONAL OR STATUTORY TORTS, CIVIL RIGHTS ACTIONS, LAWSUITS ARISING FROM THE PERFORMANCE OF SERVICES ON BEHALF OF INDEMNITOR OR UNDER THE EMERGENCY CIRCUMSTANCES DESCRIBED IN THIS AGREEMENT. TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, INDEMNITOR SHALL ASSUME LIABILITY FOR AND ASSUME DEFENSE OF THE INDEMNITEES AGAINST ALL CLAIMS, COSTS, DAMAGES, LAWSUITS FOR INJURIES TO PERSON OR PROPERTY CAUSED BY INDEMNITOR OR BY THE**

**INDEMNITEES PERFORMING SERVICES UNDER THIS AGREEMENT ON BEHALF OF INDEMNITOR.**

**TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THIS INDEMNIFICATION SHALL INCLUDE ANY SALARY, FRINGE BENEFITS, MEDICAL EXPENSES, OR OTHER COMPENSATION PAID TO COUNTY EMPLOYEES UNDER THE COUNTY'S SALARY CONTINUATION PROGRAM OR UNDER THE COMPENSATION PROVISIONS OF ARTICLE 3 SECTION 52E, PAYMENT OF MEDICAL EXPENSES OF LAW ENFORCEMENT OFFICIALS, OF THE CONSTITUTION OF THE STATE OF TEXAS.**

**TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, INDEMNITOR SHALL INDEMNIFY ANY INDEMNITEES FOR INJURY OR SICKNESS ARISING OUT OF THEIR EMPLOYMENT IN PROVIDING THE SPECIFIED SERVICES UNDER THIS AGREEMENT TO INDEMNITOR INCLUDING RESPONSES TO CALLS OUTSIDE OF INDEMNITOR'S BOUNDARIES. IT IS EXPRESSLY UNDERSTOOD THAT, TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, INDEMNITOR WILL INDEMNIFY AND HOLD THE INDEMNITEES HARMLESS FOR INJURY OR SICKNESS ARISING OUT OF THEIR EMPLOYMENT IN PROVIDING SERVICES UNDER THIS AGREEMENT IN THE EVENT THAT THE WORKERS COMPENSATION INSURANCE POLICY SHOULD NOT PROVIDE FULL COVERAGE FOR INJURED EMPLOYEES.**

**THE INTENT OF THESE INDEMNITY PROVISIONS IS THAT INDEMNITEES WILL NOT SUSTAIN ANY EXPENSE, COST, LIABILITY, OR FINANCIAL RISK AS A RESULT OF THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT. INDEMNITOR, THEREFORE, AGREES THAT IT WILL FOREVER WAIVE, RELEASE, DEFEND, INDEMNIFY, TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, AND HOLD HARMLESS THE INDEMNITEES FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, LOSS, AND EXPENSES INCLUDING ATTORNEY'S FEES, OF WHATSOEVER NATURE, CHARACTER, OR DESCRIPTION THAT ANY PERSON OR ENTITY HAS OR MAY HAVE ARISING FROM OR ON ACCOUNT OF ANY INJURIES OR DAMAGES (INCLUDING BUT NOT RESTRICTED TO DEATH) RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS, OR PROPERTY, ON ACCOUNT OF, ARISING OUT OF, OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY NEGLIGENT ACT OR OMISSION OF INDEMNITOR IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. INDEMNITOR FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD INDEMNITEE HARMLESS AGAINST AND FROM ANY AND ALL CLAIMS, LOSS, COST, DAMAGE, JUDGMENTS, OR EXPENSE INCLUDING ATTORNEY'S FEES ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT OR ANY FAILURE OF INDEMNITOR IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL THE REQUIREMENTS AND PROVISIONS HEREOF.**

**CISD ACKNOWLEDGES AND AGREES THAT DALLAS COUNTY IS PROHIBITED BY ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION FROM INDEMNIFYING IT OR ANY OTHER THIRD PARTY FOR DAMAGES ARISING UNDER THIS AGREEMENT.**

**THIS SECTION SHALL SURVIVE TERMINATION, EXPIRATION, OR SUSPENSION OF THIS AGREEMENT OR ANY DETERMINATION THAT THIS AGREEMENT OR ANY PORTION HEREOF IS VOID, VOIDABLE, INVALID, OR UNENFORCEABLE.**

## **SECTION 9: NOTICE**

Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below or at such other addresses as shall be specified by written notice delivered in accordance herewith:

COUNTY

Clay Lewis Jenkins  
County Judge  
500 Elm Street, Suite 7000  
Dallas, Texas 75202

CISD

Brad Hunt  
CISD Superintendent  
200 S. Denton Tap Road  
Coppell, Texas 75019

With Copy To:  
Dallas County Sheriff  
133 N Riverfront Blvd 31  
Dallas, Texas 75207

## **SECTION 10: MISCELLANEOUS PROVISIONS**

### **10.1 ENTIRE AGREEMENT AND AMENDMENT**

This Agreement, including any Exhibits and Attachments, constitutes the entire agreement between the parties and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal, or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties. Any alterations, additions, or deletions to the Terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

### **10.2 COUNTERPARTS, NUMBER/GENDER, AND HEADINGS**

**This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of**



**reference only and shall not be considered in any interpretation of this Agreement.**

### **10.3 SEVERABILITY**

If any provision of this Agreement is construed to be illegal, invalid, void, or unenforceable this construction will not affect the legality or validity of any of the remaining provisions. The unenforceable or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired and such remaining provisions shall remain in full force and effect.

### **10.4 DEFAULT/CUMULATIVE RIGHTS/MITIGATION**

It is not a waiver of default if the non-defaulting party fails to declare a default or delays in taking any action. Waiver of any term, covenant, condition, or violation of this Agreement shall not be deemed or construed a waiver unless made in authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. CISD has a duty to mitigate damages.

### **10.5 SOVEREIGN IMMUNITY**

**This Agreement is expressly made subject to the CISD and County's Governmental Immunity including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code and all applicable state and federal laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that the CISD and County has by operation of law or otherwise. Except as stated in Section 8, nothing in this Agreement is intended to benefit any third party beneficiary.**

### **10.6 COMPLIANCE WITH LAWS AND VENUE**

In providing services required by this Agreement, CISD must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and venue shall lie exclusively in Dallas County, Texas.

### **10.7 FISCAL FUNDING CLAUSE**

Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the Term of this Agreement and any pertinent extensions. CISD shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or

future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding or if funds become unavailable County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to CISD at the earliest possible time prior to the end of its fiscal year.

#### **10.8 FORCE MAJEURE**

Neither party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, pandemic, epidemic, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Agreement as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

#### **10.9 CONTRA PROFERENTUM**

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the Party who drafted the Agreement and such party shall not be responsible for the language used.

#### **10.10 ASSIGNMENT**

Neither Party may transfer or assign its interest in this Agreement without prior written consent of the non-assigning Party. County approval to transfer or assign CISD's interest in this Agreement is subject to formal approval by the Dallas County Commissioners Court.

#### **10.11 CONTINUING OBLIGATIONS**

All obligations of this Agreement which expressly or by their nature survive the expiration, termination, or transfer of this Agreement shall continue in full force and effect after and notwithstanding its expiration, termination, or transfer until such are satisfied in full or by their nature expire.

#### **10.12 ENTIRE CONTRACT**

This Agreement, including all Exhibits and Attachments, constitutes the entire Agreement between the parties and supersedes any other Agreement concerning the subject matter of this transaction, whether oral or written.

#### **10.13 BINDING EFFECT**

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

**10.14 SIGNATORY WARRANTY**

CISD and County represent that each has the full right, power, and authority to enter and perform this Agreement in accordance with all of the terms and conditions herein, and that the execution and delivery of this Agreement is made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances, and provisions set forth in this Agreement.

**10.15 NO AUTHORITY**

County has no authority to enter into contracts or agreements on behalf of the CISD.

**EXECUTED THIS 6th DAY OF September 2022.**

**COUNTY OF DALLAS:**

**CISD:**

BY: \_\_\_\_\_  
Clay Jenkins  
County Judge

BY: \_\_\_\_\_  
Brad Hunt  
Superintendent

**RECOMMENDED:**

BY: \_\_\_\_\_  
Marian Brown  
Dallas County Sheriff

**APPROVED AS TO FORM\*:**

**JOHN CREUZOT  
DALLAS COUNTY DISTRICT ATTORNEY**

**RUSSELL RODEN  
CHIEF, CIVIL DIVISION**

BY: \_\_\_\_\_  
James R. Palomo  
Assistant District Attorney

\*By law, the District Attorney’s Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).