

Interlocal Agreement between the Frisco Independent School District and Collin County, Texas

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

I. Purpose

The purpose of this Agreement is to allow the Collin County Health Care Services/Collin County Department of Emergency Management (“County”) to establish procedures to utilize the District’s available facilities and staff to assist the citizens of Collin County in the event of a public health emergency. Under a grant from the Texas Department of State Health Services, the County is required to plan and prepare for a public health emergency that 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 the area served by the District and County. Prior public health experience with mass immunizations 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 County has concluded that the District possesses facilities that are qualified to serve as public immunization and/or treatment facilities if mass immunization or treatment is necessary under an executive order, emergency declaration or disaster declaration by the County or the State of Texas. The District desires to assist the County in the event of a

public health emergency, and agrees to allow its pre-designated facilities to be used for purposes of mass immunization or treatment, under the terms set out below. The District and the County have concluded that this contemplated use of the 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 Commissioner of Health or the County declare that large scale immunization or treatment is necessary as a control measure for an outbreak of communicable disease(s) and/or treatment associated with a natural disaster or man-made disaster.
- 2) An executive order, emergency declaration or disaster declaration has been issued by the County or the State of Texas.
- 3) Classes at the facility are either not scheduled or are canceled.

III. Obligations of the County

- 1) To the extent practicable, the County will give the District at least forty-eight (48) hour notice of its need to use the District’s facilities under this Agreement. The County must include the following information in the notice to the District: 1) the reason for use of the facilities, in accordance with the terms of this Agreement; 2) the name of the individual authorizing the implementation of this Agreement under Section II above; 3) the number and type of facilities needed; 4) the capacity the County anticipates it will need to accommodate; and 5) any special needs/requests of the County in relation to the District’s performance under this Agreement.

- 2) The County will supply or arrange for all equipment, prophylaxis, medical personnel, and/or any other supplies necessary to administer the vaccine, medication, or treatment.
- 3) The County will manage all operational aspects of dispensing and/or treatment, and will supply or arrange for all equipment and personnel necessary for staffing (including volunteer staffing), security, crowd control and other tasks, except as described in section IV below.
- 4) The County will be responsible for disposal of any and all supplies and equipment utilized, including but not limited to the disposal of medical waste. The County will also be responsible for disinfection of any of District's facilities that the District determines require disinfection as a result of the County's use under this Agreement.
- 5) The County 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 County shall be responsible, to the extent allowed by law, for any damage to property belonging to 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 Interlocal Cooperation Act. The amount to be paid to the District, if any, will be paid from current revenues available to the County. 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 County under this provision.

- 6) The County is responsible for the acts and negligence of its officials, officers, agents, employees or volunteers, to the extent allowed under state and federal law.
- 7) The County, to the extent practicable, will comply with any and all of the District's applicable policies, guidelines and regulations with regard to its use of the District's facilities under this Agreement. Further, the County will comply with any and all applicable federal and/or state statutes, regulations, guidelines or other regulating/governing provisions with regard to its use of the District's facilities under this Agreement.
- 8) The County, in accordance with health authority recommendations, will provide priority prophylaxis to ISD staff that must be present during mass dispensing operations.

IV. Obligations of the District

- 1) The District is responsible for allowing the use of, and access to, its pre-designated 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 County under this Agreement, provided the facilities accommodate the needs of the County as identified in the County's written notice under Section III (1) above. If the District determines that it requires facilities that conflict with the County's needs under this Agreement, the District's needs supersede the County's use of the District's facilities under this Agreement.

- 2) The District is responsible for providing authorization for use of pre-designated rooms, fixtures, and equipment existing at the facilities that the County regards as necessary for on site use during the period of the emergency.
- 3) The District will designate two emergency points of contact:
 - a. Administrative contact, to serve as the primary emergency contact, with the authority to open facilities; access to the rooms, fixtures and equipment described above. The District Director of Emergency Management or designee will serve as the primary point of contact.
 - b. Law enforcement contact to coordinate with the County for security plan development.
- 4) The District will allow designated facilities to be visited by members of the County, local law enforcement or any other functional lead for the development and maintenance of site-specific mass dispensing operations plan. Each facility visit will be coordinated and scheduled through the District Director of Emergency Management or designee.
- 5) The District is responsible for the acts and negligence of its employees, 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 County and shall remain in effect for a period of five (5) years. This Agreement shall renew automatically each year throughout the duration of the five (5) year term and shall expire at the end of the five (5) year term unless renewed for an additional five (5) year term prior to the expiration date. This Agreement may be canceled by either party at

any time, with or without cause, by giving thirty (30) days written notice to the other party.

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 County 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 action, 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 County, its officials, officers, agents, employees, or attorneys, except that the County assumes no liability for the sole negligent acts of 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 County, its officials, officers, agents, employees, or attorneys from and against any and all claims, losses, damages, causes of action, 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 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 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: Frisco Independent School District
Chad Rudy / President, Board of Trustees
5515 Ohio Drive
Frisco, Texas 75035

With a copy to:
Frisco ISD Legal Affairs Department
5515 Ohio Drive
Frisco, TX 75035

County: Collin County Health Care Services
825 N. McDonald Street, Suite 130
McKinney, Texas 75069

Collin County Administrator
Bill Bilyeu
2300 Bloomdale #4192
McKinney, Texas 75071

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 modification of this Agreement or of any covenant, condition, limitation herein contained 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, duly executed by both parties. The parties further agree that the provisions of this Article will not be waived unless as 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 effect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XII. Governing Law and Venue

This Agreement shall be construed 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 Collin County, Texas. Venue of any suit or cause of action under this Agreement shall lie exclusively in Collin County, Texas.

XIII. Entire Agreement

This Agreement and the exhibits attached thereto, if any, constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes any prior understandings or written or oral agreements between the parties 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 either party 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. Counterparts

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

Collin County, Texas

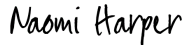
DocuSigned by:



Candy Blair, RN, BSN
Public Health Director

FRISCO ISD

DocuSigned by:




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DocuSigned by:




Sadia Siddiqui, MD
Collin County Health Authority


Chad Rudy
Board President

DocuSigned by:



Anifa Nishat, MD
Collin County Health Authority


John Classe
Board Secretary

DocuSigned by:



Jason Browning
Emergency Management Coordinator

This agreement will be executed when the Collin County Commissioners' Court order is signed and attached.