

**Agreement Between  
The City of Garland Health Department, The City of Sachse,  
and  
Dallas County Health & Human Services**

This Agreement ("Agreement") is entered into between the City of Garland Health Department and Dallas County Health & Human Services ("DCHHS"). The City of Garland is a Home Rule City. The City of Sachse is a Home Rule City. The Interlocal Cooperation Act, Government Code Chapter 791, governs this Agreement. The City of Garland and DCHHS are not responsible for any civil liability that may arise from the furnishing of a service under this contract.

**I. Purpose**

The City of Garland Health Department and DCHHS are both local health departments that provide public health services. Both have independent Health Authority's that cooperate through signed Interlocal agreement and through informal understanding. The City of Sachse has approved Garland's Health Authority as Sachse's Health Authority through a Professional Services Contract signed by the two city's governing bodies. The City of Sachse contracts with DCHHS for environmental health services.

**II. Obligations of the City of Garland**

- 1) The City of Garland Health Department will provide communicable disease investigations and control for all vaccine preventable disease and enteric illnesses identified within the City of Sachse.
- 2) The City of Garland Health Department will make available to the citizens of Sachse all immunizations and Well Child services offered to the residents of Garland at the same fees as required of Garland residents.
- 3) The City of Garland Health Department will provide notification of all occurrences of foodborne illness outbreaks, reportable communicable diseases as they pertain to

food service establishments and childcare centers, and all cases of mosquito-borne illnesses that occur in the City of Sachse, to DCHHS Environmental Health Division.

### **III. Obligations of DCHHS**

- 1) DCHHS shall provide all environmental health services for food establishments, childcare centers, vector control, and will continue to regulate on-site sewage facilities in the City of Sachse as required by the Professional Services Agreement signed between DSHHS and the City of Sachse.
- 2) DCHHS shall provide tuberculosis and sexually transmitted disease control for the City of Sachse, as DCHHS also provides to the City of Garland.

### **IV. Term**

This agreement becomes effective when executed by both parties. Either party may cancel it by giving thirty days notice to the other party; otherwise it remains in effect five years and may be renewed for a period of five years by written amendment signed by both parties. Any notice or communication required or permitted shall be given in writing.

### **V. Indemnification**

The City of Garland, City of Sachse, and Dallas County agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to the Cities or County or their officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

### **VI. Sovereign Immunity**

This Agreement is expressly made subject to the City of Garland, City of Sachse and Dallas County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies

Code, and all applicable federal and State law. 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 that the parties or the Cities or County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

### VII. Survival Clause

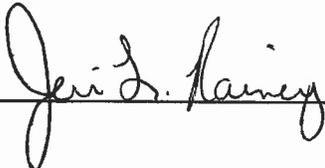
These provisions shall survive termination, expiration or cancellation of this Agreement or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

  
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Richard T. Briley  
Director of Health  
City of Garland

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Zachary Thompson  
Director of Health  
Dallas County Health & Human Services

Date: 8-25-11

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

  
\_\_\_\_\_  
Jeri L. Rainey  
City Manager  
City of Sachse

Date: 8-25-11