

**INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND THE UNIVERSITY
OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON
SCHOOL OF PUBLIC HEALTH**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Agreement (the “Agreement”) is made and entered into by and between Harris County (the “County”), a body corporate and politic under the laws of the State of Texas, acting by and through Harris County Public Health (“Department”), and The University of Texas Health Science Center at Houston School of Public Health (“UTHSC”), pursuant to the authority granted and in compliance with the provisions of the “Interlocal Cooperation Act,” Texas Government Code, Ch 791 *et. seq.* The County and Contractor are referred to herein collectively as the “Parties” and individually as a “Party.”

RECITALS:

Harris County, acting through Harris County Public Health (“HCPH”), serves as the Health and Medical Liaison and supports an effective and coordinated public health response for chemical, biological, radiation and nuclear (CBRN) incidents.

Harris County seeks to enter into an agreement to utilize The University of Texas Health Science Center at Houston School of Public Health (UTHSC) subject matter expertise in the assistance of Harris County’s ability to respond to an unintentional chemical release or chemical-biological (Chem-Bio) agent incident.

Harris County desires to request the assistance of The University of Texas Health Science Center at Houston School of Public Health (UTHSC) health physicists to enhance Harris County’s ability to respond to a radiological or nuclear event.

NOW, THEREFORE, the County and UTHSC in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

TERMS:

I. Purpose

To establish a cooperative agreement between the County and UTHSC to provide environmental toxicology subject matter expertise or health physicist support to HCPH for assessment of chemical-specific or radiological exposures and mitigation measures in the event of a public health emergency as defined by local, state or federal governments.

II. Definitions

Chemical or Biological Agents: refer to a chemical or biological substance that may be deliberately used to kill or incapacitate humans, animals, or plants as an act of war or terrorism.

Public Health Emergency: refers to any event, natural or manmade, that requires immediate public health intervention as defined by local, state or federal governments.

Nuclear Incident: An explosion of a nuclear weapon from a nuclear state, or an improvised nuclear device (IND) resulting from the splitting (fission) of radioactive materials.

Radiological Incident: The accidental or intentional release of radiological material into the environment at levels that may impact public health.

III. Responsibilities of UTHSC

1. Provides environmental toxicology support to HCPH for the assessment of chemical-specific exposures in an unintentional chemical release incident.
2. Collaborates with HCPH in determining the potential health risks of chemical compounds and determining health-based acceptable levels.
3. Provides radiological monitoring devices for use at HCPH operated Community Reception Centers, if needed.
4. Provides health physicists and other subject matter experts to HCPH for the assessment of radiation exposures and the need for medical referrals.
5. Partners with HCPH to determine the scope of HCPH's capabilities to support potable water and food sampling following a radiological emergency.
6. Provides subject matter experts for toxicological and mitigation measures support during a Chem-Bio agent incident.
7. Attend Harris County Public Health planning meetings when requested at an agreed schedule and meeting place.
8. Provide and maintain an agency Primary Contact of CBRN related subject matter experts.

IV. Duration of the Agreement

The term of this Agreement shall begin upon the execution of the Parties, unless earlier terminated in accordance with the provisions hereof. The Parties may, by mutual written agreement, before the expiration of this Agreement, extend the term of this Agreement for four (4) additional one (1) year periods (each a "Renewal Term") subject to continued funding. This Agreement will not automatically renew.

Either Party may terminate this Agreement without cause, prior to the expiration of the term set forth above, upon thirty (30) days written notice to the other Party.

V. Amendments

This Agreement may be amended by written agreement of both parties.

VI. Points of Contact

For Harris County Public Health:

Primary Contact:

Michael "Mac" McClendon, Director
Public Health Preparedness & Response Division
1111 Fannin St.
Houston, Texas 77002

For UTHSC:

Primary Contact:

Dr. Robert Emery, Vice President
Safety, Health, Environment & Risk Management
7000 Fannin St.
Houston, Texas 77030

VII. Notice

All notices, requests, demands and other communications under this Agreement must be in writing and will be deemed to have been duly given (i) if delivered by hand and receipted for by the Party to whom said notice or other communication will have been directed, or (ii) mailed by certified or registered mail with postage prepaid, to the parties at the following addresses:

TO THE COUNTY: Harris County Public Health
1111 Fannin St.
Houston, Texas 77002
Attention: Executive Director

TO UTHSC: Safety, Health, Environment & Risk Management
7000 Fannin St.
Houston, Texas 77030
Dr. Robert Emery, Vice President

These addresses may be changed upon giving prior written notice of the change.

VIII. Governing Law

This Agreement shall be interpreted under the laws of the State of Texas. Exclusive venue for any cause of action arising out of or in relation to this Agreement is in Harris County, Texas.

IX. No County Funds

Prior to execution of this Agreement, Harris County has advised UTHSC that Harris County has certified no funds under this Agreement, and UTHSC shall have no cause of action whatsoever for money against Harris County arising out of or in relation to this Agreement. Neither UTHSC nor Harris County assumes liability for any claims, demands, expenses, liabilities, or losses arising out of or in relation to this Agreement.

X. No Third-Party Beneficiaries

Neither Party hereto shall sell, assign, or transfer any of its rights or obligations under this Agreement in whole or in part, without the prior written consent of the other Party. This Agreement shall bind and benefit the County and UTHSC and shall not bestow any rights upon any third party.

XI. Liabilities of the Parties

To the extent allowed by law, each Party shall be responsible for all claims and liability due to the activities of the Party's employees, officials, agent or subcontractors arising out of or under this Agreement and which result from any act, error, or omission, intentional tort, intellectual property infringement, or failure to pay a vendor, committed by the Party or its employees, officials, agents, consultants under contract, or any other entity over which it exercises control, to the extent permitted by law.

XII. No Personal Liability; No Waiver of Immunity

- A) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
- B) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- D) The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

XIII. Independent Parties

This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Neither Party has the authority to bind or otherwise obligate the other Party orally, in writing or by any act or omission. Nothing contained herein shall establish an agency,

employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and UTHSC.

XIV. Entire Agreement; Multiple Counterparts

This instrument contains the entire Agreement between the Parties relating to the rights granted and the obligation assumed. Any modifications concerning this Agreement are of no force and effect unless in writing and executed by both Parties.

This Agreement may be executed in multiple counterparts, each having equal force and effect of an original. This Agreement shall become binding and effective only after it has been authorized and approved by the governing bodies of each governmental entity, as evidenced by the signature of the appropriate authority.

[Execution Page to Follow]

IN WITNESS WHEREOF, this instrument has been executed on behalf of Harris County by a duly authorized representative of Harris County, and on behalf of UTHSC by a duly authorized representative of UTHSC

HARRIS COUNTY

UTHSC

By: _____
Lina Hidalgo
County Judge
Date Signed: _____

By: _____
Dr. Robert Emery
Vice President
Date Signed: _____

Approved:

By: Barbie L. Robinson
Barbie L. Robinson, MPP, JD, CHC
Executive Director
Harris County Public Health
Date: 2/2/2024

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: Kevin G. Markowski
Kevin G. Markowski
Assistant County Attorney
CAO File: 24GEN0251

INTERNAL SIGNATURE PAGE

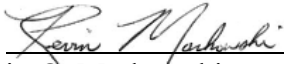
FOR UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT
HOUSTON—SCHOOL OF PUBLIC HEALTH (UTHSC)

Approved:


By: _____
Lina Hidalgo
County Judge
Date Signed: _____

Approved as to Form:

Christian D. Menefee
County Attorney

By:  _____
Kevin G. Markowski
Assistant County Attorney
CA File: 24GEN0251

Approved:

By:  _____
Barbie L. Robinson, MPP, JD, CHC
Executive Director
Harris County Public Health
Date Signed: 2/2/2024

ORDER OF COMMISSIONERS COURT

Authorizing Interlocal Agreement with University of Texas Health
Science Center at Houston—School of Public Health (UTHSC)

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, 2024, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING INTERLOCAL AGREEMENT WITH UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT HOUSTON—SCHOOL OF PUBLIC HEALTH
(UTHSC)**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

| | Yes | No | Abstain |
|---------------------------|--------------------------|--------------------------|--------------------------|
| Judge Lina Hidalgo | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Rodney Ellis | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Adrian Garcia | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Tom S. Ramsey, P.E. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Lesley Briones | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County an interlocal agreement between the County and UTHSC to provide environmental toxicology subject matter expertise or health physicist support to Harris County Public Health for assessment of chemical-specific or radiological exposures and mitigation measures in the event of a public health emergency as defined by local, state or federal governments. The Agreement is incorporated by reference and made a part of this order for all intents and purposes as thought set out in full word-for-word.

2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.