

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
COUNTY OF HIDALGO AND WESLACO INDEPENDENT
SCHOOL DISTRICT

THIS Agreement is made on this the _____, by and between the
WESLACO INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as the “District,” and
the COUNTY OF HIDALGO, TEXAS, herinafter referred to as the “County” pursuant to the
provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the District is an independent school district located in Hidalgo County,
Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, County is the recipient of a Public Health Preparedness and Response from
the Department of State Health Services to be used to upgrade local bioterrorism preparedness
and response, outbreaks of infectious disease, and other public health threats and emergencies;

WHEREAS, the parties recognize the vulnerability of citizens in the County to a public
health emergency that may result from natural or manmade causes;

WHEREAS, during such public health emergency, it may be necessary to immunize or
treat a large number of people in the area served by the County Public Health Department;

WHEREAS, prior public health experience has shown that school facilities are well
suited to conduct mass immunization because school locations are known to large number of
individuals, the facilities have large assembly areas and have other necessities such as
refrigeration and restrooms;

WHEREAS, District and County are authorized to enter into this Agreement pursuant to
the Interlocal Cooperation Act, Texas Gov’t Code 791.001 et seq., which authorizes local
governments to contract with each other to perform governmental functions and services under
the terms of the Act.


NOW, THEREFORE, District and County, in consideration of the mutual covenants
expressed hereinafter, agree as follows:

1. The provisions of the Agreement shall go into effect only if the Chief Administrative Officer of the County Public Health Department of the Commissioner of Health of the Department of State Health Services (“DSHS”) declare that a large-scale immunization or treatment is necessary as a control measure for an outbreak of a communicable disease and only if classes at the District are not disrupted or have been cancelled.
2. County agrees to supply all materials provided by Strategic National Stockpile (SNS) (vaccines, antibiotics, antitoxins, antivirals, syringes, etc) and forms necessary to administer during an emergency.
3. County shall be responsible for the disposal of medical waste and for the disinfection of District facilities following the use of such facilities for an emergency. County shall coordinate with DSHS, if necessary, to provide written assurances that the facilities are safe for return to use as school facilities.
4. District agrees to allow County to use District facilities and utilities including but not limited to, gas, water, electricity and telecommunications at no cost to County.
5. District agrees to designate rooms, fixtures and equipment existing at the facilities that the County may use during an emergency.
6. District agrees to provide staff or volunteers on-site during an emergency to assist County with operations.
7. Upon declaration of an emergency, the District shall allow County to use facilities at the time this Agreement becomes effective.
8. District agrees to submit to County an Incident Command System (ICS) Organization Chart derived from FEMA National Incident Management System (NIMS) every year for each designated school and participate in trainings.
9. The parties understand and agree that the services of Weslaco Independent School District under this Interlocal Cooperation Agreement are related to Homeland Security, as it is defined in Local Government Code Section 421.001 and Weslaco Independent School District shall be immune from civil liability for any act or omission resulting in death, damage or injury while acting in good faith and in the course and scope of its function to provide a service related to a Homeland Security Activity as defined in accordance with Government Code Section 421.062.
10. For purposes of this Agreement and in accordance with Government Code Section 421.062, “Homeland Security Activity” means any activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or man-made disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency.
11. **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

16. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
17. **Additional Documents.** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
18. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
19. **Assignment.** This Agreement shall not be assignable.
20. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
21. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
22. **Authority to Execute.** The execution and performance of this Agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.
23. **Performance of Governmental Functions.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
24. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

WESLACO INDEPENDENT SCHOOL
DISTRICT

By: 
Printed Name: Dr. Richard Rivera
Title: Superintendent of Schools

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, LLP

By: _____
Stephen L. Crain