

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 Pharr- San Juan- Alamo 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 Pharr- San Juan- Alamo 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.

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INDEPENDENT SCHOOL DISTRICT
PUBLIC HEALTH DEPARTMENT

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 for 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.

12. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

13. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

14. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by District and County, and not otherwise.

15. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District: Pharr - San Juan- Alamo Independent School District
Attention: Dr. Daniel P. King, Superintendent
601 E. Kelly
Pharr, Texas 78577

If to County: Hidalgo County, Texas

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SAN JUAN-PHARR
INDEPENDENT
SCHOOL DISTRICT

Attention: Ramon Garcia, County Judge
1615 S. Closner
Edinburg, Texas 78539

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Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

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 hereof pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

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

PHARR - SAN JUAN - ALAMO INDEPENDENT SCHOOL DISTRICT

By: [Signature]
Printed Name: Daniel P. King, PhD.
Title: Superintendent of Schools

HIDALGO COUNTY

By: [Signature: Ramon Garcia]
Ramon Garcia, County Judge

ATTEST: [Signature: Arturo Benjardo Jr.]
County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 3/18/14

APPROVED AS TO FORM:
Office of Criminal District Attorney
Rene Guerra

By: _____
Michael L. Garza
Assistant District Attorney