

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the 26 day of February, 2020, by and between MCALLEN INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as the "District," and the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as the "County" pursuant to the provisions of the Texas Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., as follows:

WITNESSETH:

WHEREAS, McAllen Independent School District is a 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 Emergency Preparedness grant from the Department of State Health Services ("DSHS") to be used to improve local bioterrorism preparedness, response to 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 man-made causes;

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

WHEREAS, school facilities are well suited to conduct mass immunization because facility locations are usually known to large numbers of individuals, and the facilities have large assembly areas and other necessities, such as refrigeration, parking, and restrooms;

WHEREAS, public health readiness and response can be exercised if necessary at or in tandem with educational institutions to include Drills, Table-Top Exercises, and/or Full Scale Exercises such as Operation Lone Star;

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

1. House Bill (HB) 300 and the Health Insurance Portability and Accountability Act (HIPAA) law set rules and limitations on who can view and receive an individual's personal information whether it is verbal, electronic, or written. HB 300 and HIPAA will be enforced at all times and the District will be subject to compliance at all times.
2. In the event of injury, the District shall maintain worker's compensation coverage for staff. In the event of a needle-stick or other exposure to potential blood-borne pathogens, the student will have access to medical evaluation and post-exposure prophylaxis through the District's policies.
3. The District shall provide professional liability indemnity coverage under a self-insurance plan for its salaried staff(s) rendering services under this Agreement.
4. The provisions of the Agreement shall go into effect if the Hidalgo County Medical Health Authority in coordination with the Director of the County Public Health and Human Services Department, or the Commissioner of Health of the Texas Department of State Health Services declares an emergency that requires a large-scale immunization or treatment program as a control measure for an outbreak of a communicable disease.
5. County agrees to supply all materials provided by Strategic National Stockpile (SNS) (vaccines, antibiotics, antitoxins, antivirals, syringes, etc) and forms necessary to administer medical countermeasures during an emergency.
6. County shall be responsible for the disposal of medical waste.
7. County agrees to provide preparedness and response training at no cost to the District.
8. The District agrees to participate with the County in exercises, drills, and emergencies and may provide emergency operations staffing support for medical services (injections, administer prophylaxis, provide medical care instructions) or non-medical services (assist with administrative duties such as registering patients, data entry, etc.).
9. The District agrees to provide support for volunteer coordination for on-site emergency operations to volunteer and assist with no expectancy of fiscal exchange.
10. The parties understand and agree that the services of the "District" under this Interlocal Cooperation Agreement are related to Homeland Security, as defined in

Local Government Code Section 421.001, and therefore, any or all District administrators, instructors, professors, and students 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.

11. 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.
12. **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 (5) years, and may be renewed for a period of another five years by written amendment signed by both parties. Any notice or communication required or permitted shall be given in writing.
13. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law; and when any conflict between this 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. 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.
14. **Indemnification.** To the extent authorized by the Constitution and the laws of the State of Texas, the District shall indemnify and hold harmless Hidalgo County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against Hidalgo County arising out of, resulting from, or connected with acts or omissions by the District, its agents or employees, under this Agreement.
15. **Immunities.** Neither Hidalgo County nor the District, via this agreement, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Government Code. The fact that Hidalgo County and the District have entered into this agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.
16. **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.

17. **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 other 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 the District and County, and not otherwise.

18. **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 heretofore specified by written notice and delivered in accordance herewith:

If to the District: McAllen Independent School District
Attention: Dr. Jose A. Gonzalez, Superintendent of Schools
2000 N. 23rd St.
McAllen, TX 78501

If to County: Hidalgo County
Attention: Richard F. Cortez, County Judge
100 E. Cano, Second Floor
Edinburg, TX 78539

Each notice, demand, request or communication 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.

19. **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.

20. **Assignment.** This Agreement shall not be assignable.

21. **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.

22. **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.

23. **Authority to Execute.** The execution and performance of this Agreement by the 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 the District and County in accordance with its terms.

24. **Performance of Governmental Functions.** Each party hereto is entering into this Agreement for the purpose of providing the services and functions outlined in this document and will pay for such services and any associated costs to execute this Agreement out of current revenues available to the paying party as herein provided.
25. **Liabilities.** This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither the District nor County waive, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.
26. **Additional Documents.** The Parties agree that they will abide by the Business Associate Addendum and use reasonable, good faith efforts to execute any other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
27. **Non-Discrimination.** The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or the District and/or County policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.
28. **Appendix II to CFR 200-Contract Provisions.** Pursuant to 2 CFR 200.326, a non-Federal entity's contract must contain the applicable provisions described in Appendix II 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II 2 CFR 200 are attached and incorporated by reference into this agreement should it be subject to Federal award.
29. **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.

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

McALLEN INDEPENDENT SCHOOL DISTRICT

By:



**Marco Suarez, Board of Trustees,
President**

HIDALGO COUNTY, TEXAS

By:

Richard F. Cortez, County Judge

ATTEST:

By:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By:

Victor M. Garza, Assistant District Attorney