

**INTERLOCAL COOPERATION ACT AGREEMENT  
BETWEEN THE PARTIES OF KLEBERG, DUVAL, BROOKS, JIM HOGG, KENEDY AND JIM WELLS  
FOR USE OF AN OFF-SITE TESTING FACILITY TO TEST FOR COVID-19**

This AGREEMENT is entered into by and between the Kleberg County, Texas ("Kleberg") and the Duval County, Texas ("Duval"); Brooks County, Texas ("Brooks"); Jim Hogg County, Texas ("Jim Hogg"); Kenedy County, Texas ("Kenedy"); and Jim Wells County, Texas ("Jim Wells"), collectively ("Parties") pursuant to the authority granted and in compliance with the provisions of the "INTERLOCAL COOPERATION ACT," ("Act") Chapter 791, Texas Government Code.

**WITNESSETH:**

**WHEREAS**, in December 2019, a novel coronavirus, now designated COVID-19, was detected in Wuhan, China; and

**WHEREAS**, symptoms of COVID-19 include fever, cough, and shortness of breath, and can range from mild to severe illness; and

**WHEREAS**, on January 30, 2020, the World Health Organization Director General declared the outbreak of COVID-19, as a Public Health Emergency of International Concern, advising countries to prepare for the containment, detection, isolation and case management, contract tracing and prevention of onward spread of the disease; and

**WHEREAS**, on March 5, 2020, the World Health Organization Director General urged aggressive preparedness and activation of emergency plans to aggressively change the trajectory of this epidemic; and

**WHEREAS**, the Center for Disease Control and Prevention is closely monitoring the growing number of COVID-19 cases that have spread into the United States; and

**WHEREAS**, the COVID-19 virus spreads between the people who are in close contact with one another through respiratory droplets produced when an infected person coughs or sneezes; and

**WHEREAS**, the continued worldwide spread of COVID-19 presents an imminent threat of widespread illness, which requires emergency action; and

**WHEREAS**, Kleberg County intends to provide an off-site clinical testing facility to test for COVID-19 subject to the terms and conditions as specified in this Interlocal Agreement; and,

**WHEREAS**, pursuant to the Act, Parties are eligible entities to perform government functions and homeland security services; and,

WHEREAS, Parties are eligible entities under the Act and want to enter into an Interlocal Emergency Mutual Aid Agreement on the terms described herein; and,

WHEREAS, in accordance with the Act, Parties recognize that any payments for the performance of governmental functions or services are from available current revenues and the parties mutually agree to seek Federal Emergency Management Agency (FEMA) and State direct reimbursement for performed services; and,

WHEREAS, the parties agree that the respective rights, duties, and obligations, regarding this joint project are as specified in this Interlocal Agreement;

Now therefore, for and in consideration of the mutual covenants, obligations, and benefits hereunder, the parties do hereby agree as follows:

#### **I. STATEMENT OF RESPONSIBILITIES**

##### **A. KLEBERG COUNTY:**

Kleberg shall be responsible for providing or securing the use of an off-site clinical facility to test for COVID-19. Said facility to be located at Dick Kleberg Park Recreation Building, 501 Santiago Park Lane, Kingsville, Texas 78363. If for any reason said facility is not available, then Kleberg shall designate another facility.

##### **B. COUNTIES OF DUVAL, BROOKS, JIM HOGG, KENEDY AND JIM WELLS ("COUNTIES"):**

Each County and collectively Counties shall use its best efforts to provide any support services necessary to provide the use of the off-site clinical facility to test for COVID-19.

#### **II. COSTS**

Kleberg County shall be managing Party responsible for the planning, support, and all aspects of the operation of the services respectively performed by each one and contemplated by this Agreement. Each Party is responsible for all legal and financial obligations without limitation including those of their employees and agents. Each Party agrees to cooperate in the process of seeking FEMA and State direct reimbursement for the services provided under this Agreement. In the event neither FEMA nor the State reimburses each Party for services performed, each Party agrees that any payment for the performance of services detailed in this Agreement shall be made from current revenues available.

#### **III. MANAGEMENT OF SERVICES**

The Parties will adopt procedures by which the Parties will communicate, coordinate and implement actions and responsibilities relating to the performance of this Agreement. The

Parties agree to conduct a periodic evaluation of the procedures so that a more efficient and effective operation may be achieved.

In the event that extraordinary or major modifications to the terms of this Agreement are necessary during the performance of this Agreement, direct communications shall be undertaken between the County Judge's of each County to establish the modifications. Minor or routine modifications shall be accomplished through the designated county administrators.

#### **IV. TERM OF AGREEMENT**

The term of this Agreement commences on March 20, 2020. Subject to each of the Parties written consent, this Agreement shall renew every thirty (30) days, unless earlier terminated by Kleberg County.

#### **V. LIABILITY; NO WAIVER OF IMMUNITY**

To the extent authorized by the Constitution and laws of the State of Texas, the Parties agree that each shall be responsible for its own actions and those of its members pursuant to and within the scope of this Agreement or amendment thereto. It is expressly understood and agreed by the Parties that neither shall be held liable for the actions of the other Party or any of the other Party's members while in any manner furnishing services hereunder. Each party to this Agreement expressly waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, not due to the negligence, fraud, or illegal conduct of the other party.

It is expressly understood and agreed that under this Agreement neither party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

In providing services under this Agreement, Parties shall not be responsible for any civil liability arising from the furnishing of the services as provided by Section 421.062 of the Government Code.

#### **VI. MUTUAL AGREEMENTS**

**A. Entire Agreement.** This agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this Agreement. No modification or, or waiver of any right under, this Agreement will be effective unless it is evidenced in a writing executed by an authorized representative of each party to this Agreement.

**B. Severability.** The phrases, clauses, sentences, paragraphs or section of this Agreement are severable and, if any phrase, clause, sentence, paragraph, or section of this Agreement should be declared invalid by the final decree or judgment of any court of competent

jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

**C. State Law and Venue Determination.** This Agreement shall be subject to and governed under the laws of the State of Texas. All Local, State and Federal laws shall supersede any provisions made in this Agreement. Any provision so effected will not negate the rest of the Agreement.

The parties agree that venue for purposes of any and all lawsuits, causes of action, arbitrations, or other disputes arising shall be in Kleberg County, Texas.

**D. Paragraph Readings.** The captions, numbering sequences, titles, paragraph headings, punctuation, and organization used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of this Agreement or any part of it.

**E. Understanding, Fair Construction.** By execution of this Agreement, the parties acknowledge that they have read and understand each provision, term, and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

**F. Notice.** Any notice required to be given hereunder shall be in writing and delivered to the addresses and titles set forth below by certified mail (return receipt requested), a recorded delivery service, or by other means of delivery requiring a signed receipt. All notices shall be effective upon receipt. The addresses provided herein may be changed at any time on prior written notice.

Kleberg County: County Judge  
Kleberg County  
P.O. Box 752  
Kingsville, Texas 78364  
Phone: (361) 595-8585  
Fax: (361) 592-0838

Duval County: County Judge  
Duval County  
P.O. Box 189  
San Diego, Texas 78384  
Phone: (361) 279-6204

Brooks County: County Judge  
Brooks County  
P.O. Box 515  
Falfurrias, Texas 78355  
Phone: (361) 325-5604 ext. 155  
Fax: (512) 895-9680

Jim Hogg County: County Judge  
Jim Hogg County  
P.O. Box 729  
Hebbronville, Texas 78361  
Phone: (361) 527-3015

Kenedy County: County Judge  
Kenedy County  
151 N. Mallory  
Sarita, Texas 78385  
Phone: (361) 294-5224  
Fax: (361) 294-5244

Jim Wells County: County Judge  
Jim Wells County  
200 N. Almond St., Ste 101  
Alice, Texas 78332  
Phone: (361) 668-5706 ext. 1  
Fax: (361) 668-8671

**G. Assignment.** Neither party may assign this Agreement without the prior written consent of the other party.

This Agreement shall be administered by the appropriate persons, on behalf of each Party, as appointed by them to perform such duties. Each party paying for the performance of governmental functions or services under this agreement agrees that it will make those payments from current revenues available to the paying party and represents that there are sufficient current revenues to make such payments. The Parties mutually agree to seek Federal Emergency Management Agency (FEMA) and State direct reimbursement for services provided.

**THE PARTIES UNDERSTAND THAT THE AGREEMENTS MADE HEREIN WILL BE UNDERTAKEN DURING A TIME OF GRAVE PUBLIC EMERGENCY, THAT THE PARTIES' OBLIGATIONS ARE EXPRESSLY SUBJECT TO ALL ORDERS ISSUED BY LAWFUL AUTHORITY, AND THAT THE PARTIES CAN ONLY AGREE TO USE THEIR BEST EFFORTS TO FULFILL THIS AGREEMENT.**

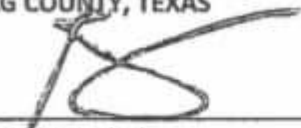
The UNDERSIGNED PARTIES do hereby certify that, (1) the responsibilities specified above are properly within the statutory functions and programs of the parties to this AGREEMENT, (2) the

parties hereto are legally authorized to perform the required duties of the AGREEMENT and, (3) this AGREEMENT has been duly authorized by the governing body of the LOCAL GOVERNMENT.

This Agreement is hereby EXECUTED by the Parties hereto, each respective Party acting by and through its duly authorized official as required by law, in *duplicate* counterparts each of which shall be deemed to be an original, to be effective on the date specified herein

*[Intentionally Left Blank. Next Pages for Signatures]*

KLEBERG COUNTY, TEXAS



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By: Rudy Madrid  
Title: County Judge

March 20, 2020

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Date Signed

Attest:


STEPHANIE G. GARZA, KLEBERG COUNTY CLERK

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Stephanie G. Garza  
Kleberg County Clerk

JIM WELLS COUNTY, TEXAS

By:

  
By: Juan Rodriguez, Jr.  
Title: County Judge

3-23-2020

Date Signed



Attest:

  
J.C. Perez, III  
Jim Wells County Clerk