

**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.

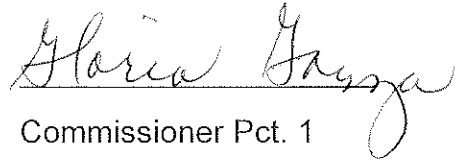
This Agreement is hereby **EXECUTED** by the Parties hereto, each respective Party acting by and through its duly authorized official as required by law, in ***duplicate*** counterparts each of which shall be deemed to be an original, to be effective on the date specified herein

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

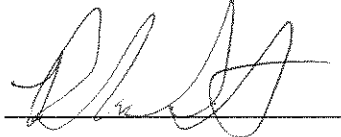
Brooks County, Texas



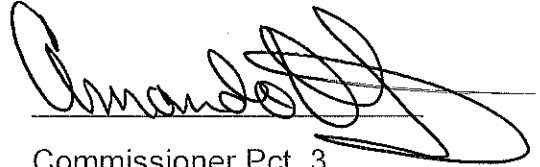
County Judge



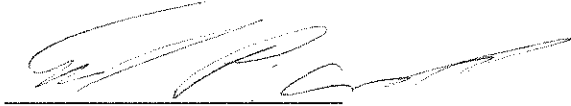
Commissioner Pct. 1



Commissioner Pct. 2



Commissioner Pct. 3



Commissioner Pct. 4

**Memorandum of Understanding**

**Between**

**The American Red Cross**

**and**

**Brooks County, Texas**



## **I. Purpose**

The purpose of this Memorandum of Understanding ("MOU") is to define a working relationship between The American Red Cross (hereinafter "Red Cross") the Brooks County, Texas, its lead Emergency Management agency (hereinafter Brooks County Emergency Management"), and other departments, agencies, and offices in preparing for, responding to, and recovering from emergencies and disasters. This MOU provides the broad framework for cooperation and support between the Red Cross and Brooks County Emergency Management in assisting individuals, families and communities who have been or could be impacted by a disaster or an emergency. It also provides the descriptions of readiness and response activities, such as planning, training, exercising and resourcing, and the clarification of roles and responsibilities of the Red Cross and the County of Brooks to the community and other agencies.

## **II. Parties**

### **A. Brooks County**

*Texas Government Code Chapter §418.043– Authorizes the Texas Department of Emergency Management to adopt standards and requirements for local and inter-jurisdictional emergency management plans.*

*Texas Administrative Code Title 37, part 1, Chapter 7, Subchapter B, Rule §7.12 – Specifies requirements for local and inter-jurisdictional emergency management.*

### **B. American Red Cross**

#### **1. Services to help people prepare for, respond to, and recover from disasters**

Founded in 1881, the Red Cross is the nation's premier nonprofit disaster management organization. As part of a worldwide movement that offers neutral and impartial humanitarian care, the Red Cross is a nongovernmental organization that mobilizes communities to aid people affected by or at risk of disasters with the aim of preventing and alleviating suffering. The Red Cross provides disaster cycle services without regard to race, color, national origin, religion, gender, age, disability, sexual orientation, citizenship or veteran status. It follows the Fundamental Principles of the International Red Cross and Red Crescent Movement. The Red Cross is closely integrated into community preparedness, response, and recovery efforts, including those of federal, tribal, state and local government and other nongovernmental organizations. Our goal is to work with multi-sector partners to help individuals, families, and communities prepare for, respond to, and recover from natural and manmade disasters of all sizes.

The Red Cross provides disaster cycle services pursuant to its Bylaws and other internal policies and procedures as well as its Congressional Charter (USC 36 §300101-300111). In the Charter,

Congress authorized the Red Cross "to carry out a system of national and international relief in time of peace, and apply that system in mitigating the suffering caused by pestilence, famine, fire, floods, and other great national calamities, and to devise and carry out measures for preventing those calamities."

a. Preparedness

The Red Cross vision for preparedness is that we, together with community leaders, partners and other stakeholders have built community capacity and capability to survive, to minimize suffering and to recover quickly after a disaster or emergency; and that together we have made preparedness a cultural norm all across the nation. The components for achieving this vision include:

- *Assessing community hazards, priority risks, needs and asset;*
- *Engaging the community in preparedness (e.g. Home Fire Campaign);*
- *Enabling individuals and families and organizations to take preparedness actions;*
- *Leveraging our national network of volunteers and our ability to engage partners in direct preparedness actions within communities nationwide;*
- *Working with social service organizations and schools to help them, their clients and students survive and recover quickly from a disaster;*
- *Reinforcing preparedness for people and organizations who have taken preparedness actions.*

b. Response

The Red Cross vision for response is to alleviate human suffering in the face of emergencies by mobilizing and organizing community resources to meet the immediate life-sustaining needs of individuals, families and communities affected by disaster; to lay the groundwork for long-term recovery; and to build resilience for future events.

The range of services necessary to achieve this vision will vary based on the needs of those affected and the scale of the disaster. Additionally, there is often overlap between the provision of response and recovery services. The blending of the two processes is necessary for seamless service to individuals, families and communities. Response services most commonly include:

- *Home Fire Response Services*
- *Sheltering*
- *Feeding*
- *Health Services*
- *Mental Health Services*
- *Spiritual Care Services*
- *Reunification*
- *Distribution of Relief Supplies*
- *Information & Referrals*

c. Recovery

The Red Cross vision for recovery is to provide a standard and scalable set of services that align with available resources to bridge the gaps between client resources and serious human needs and that result in a similar set of assistance for similarly situated clients. Recovery services most commonly include:

- *Community Recovery Strategy Development*
- *Casework/Recovery Planning*
- *Direct Client Assistance*
- *Community Preparedness & Resiliency Building*

*\*For large and/or complex recovery operations, where significant donor resources are available, expanded services or assistance may be provided.*

2. Services related to the National Response Framework

The Red Cross is a co-lead for the mass care component of Emergency Support Function (ESF) #6 of the National Response Framework (NRF). In this role, the Red Cross engages in a variety of activities to support states in their planning, coordinating and executing of mass care programs and strategies. The Red Cross also takes a leadership role in working with other non-governmental organizations and private companies that provide services during a disaster. Additionally, the Red Cross is a support agency to other ESFs – including ESF-8 and ESF-15 – in the NRF.

3. Services related to the National Recovery Framework

The Red Cross is among the supporting organizations for three Recovery Support Functions: Community Planning and Capacity Building; Health and Social Services; and, Housing. In these roles, the Red Cross engages at the headquarters level, as well as at the Federal Emergency Management Agency (FEMA) regional level, to provide insight and assistance in planning by drawing on Red Cross experience and representing the perspective of non-governmental organizations and private entities that provide recovery services.

4. Organization

The Red Cross is chartered by the United States Congress to provide humanitarian services. Its national headquarters, located in Washington, D.C., is responsible for implementing policies and procedures that govern Red Cross activities and provides administrative and technical oversight and guidance to its 62 regions in seven divisions. Each region has certain authority and responsibility for carrying out Red Cross disaster preparedness, response and recovery activities, delivering local Red Cross services, and meeting corporate obligations within the territorial jurisdiction assigned to it. Each region is familiar with the hazards of the locality and surveys local resources for personnel, equipment, supplies, transportation, emergency communications, and facilities available for disaster relief. Regions also formulate cooperative plans and procedures with local government agencies and private organizations for relief activities should a disaster occur.

Through its nationwide network, the Red Cross coordinates its total resources for use in large disasters. In order to provide these services, the Red Cross will work with federal, tribal, state and/or local government for assistance and collaboration.

### **III. Cooperative Actions**

The Red Cross recognizes the authority assigned to city mayors, county judges, and other local county officials of Brooks County and will share operating plans, priorities and objectives with the delegated emergency management staff of the Brooks County

Brooks County recognizes the national level roles and responsibilities designated to the Red Cross in the October 22, 2010 Memorandum of Agreement between FEMA and Red Cross.

Brooks County recognizes the Red Cross as having mass care responsibility in domestic disasters and when activated, authorizes and will support and coordinate with the Red Cross in the execution of these duties.

The Red Cross and Brooks County Emergency Management will coordinate their respective disaster cycle activities to maximize services to the community and avoid duplication of efforts in the following ways:

1. Explore ways to align business and operational processes and programs across the disaster cycle in an effort to make a more seamless disaster preparedness, response, and recovery experience for residents of the Brooks County
2. Coordinate mutual activation of no-notice events through the established 24 hour notification point of contact and develop joint Standard Operating Procedures for ongoing communications, including use of electronic technology, radio communications, and other emergency coordination protocols.
3. Maintain close coordination, liaison activities, and support at all levels with conferences, meetings, and other means of communication. Include a representative of the other party in appropriate committees, planning groups and task forces formed to mitigate, prepare for, respond to, and recover from disasters and other emergencies.
4. During a disaster or emergency situation, the Red Cross will, at the request of Brooks County Emergency Management, provide liaison personnel to Brooks County Emergency Management Emergency Operations Center. Brooks County Emergency Management Agency will provide facility access and identification, work space, and, whenever possible, other required support, such as a computer, e-mail access and a designated phone line for the Red Cross liaison personnel assigned to the Emergency Operations Center.
5. Brooks County Emergency Management will support the Red Cross in the use of the National Shelter System (NSS) and the Red Cross will coordinate shelter information sharing and reporting with Brooks County Emergency Management.

MOU Between: The American Red Cross and Brooks County TX

6. The Brooks County's Emergency Management will facilitate the Red Cross use of facilities for shelters and service delivery sites wherever possible. The terms and conditions of such use will be set forth in a separate agreement called "Facility Use Agreement" with the facility owner.
7. During disasters and emergencies, keep each other informed of the human needs created by the events and the services they are providing. Share current data regarding disasters, to include risk and hazard analysis, statistical information, social media verifications, historical information, emerging needs and trends, damage assessments, declarations, and service delivery plans.
8. Work together to develop plans, revise planning annexes, and identify resources to facilitate delivery of services to people with disabilities or other access and functional needs during a disaster.
9. Actively participate in reviewing and carrying out responsibilities outlined in the local emergency operations plans.
10. Both parties will ensure, to the fullest extent possible, that disaster operations within the Brooks County will be as accessible as possible to people with disabilities or other access and functional needs, based on the American with Disabilities Act and related federal, state and local laws.
11. Prior to and during the time of disaster, keep the public informed of cooperative efforts through the public information offices of the Red Cross and the Brooks County Emergency Management and explore opportunities for collaboration to provide community, family, and citizen disaster preparedness within Brooks County
12. Brooks County Emergency Management recognizes that the Red Cross is dependent upon voluntary public financial donations. In accordance with applicable laws and regulations, Brooks County Emergency Management will support the Red Cross in locating and acquiring necessary resources in an emergency including a response to formal resource requests. Both parties will work together, as appropriate, to identify local sourcing solutions that expand disaster capabilities and enhance community resilience.
13. Both parties agree not to use or display any trademarks of the other without first receiving the express written per \_\_\_\_\_ to do so; however, the use of the trademarks of the other party is permitted for internal meeting notes and plans that are not publicly distributed and used during the normal course of business related to the purpose of the MOU. If either party desires to use the intellectual property of the other, the "requesting party" should submit the proposed promotional/marketing materials, press releases, website displays or otherwise proposed use of the trademarks to the "owning party" for review in advance of dissemination or publication.

14. The Red Cross will support Brooks County in integrating the efforts of the non-governmental organizations (NGOs) and Voluntary Organizations Active in Disaster (VOAD) that provide mass care services (e.g. Mass Care Feeding Task Forces) during disaster response operations.
15. Make training, educational and other developmental opportunities available to the other party's personnel and explore joint training and exercises. Encourage all staff and volunteers to engage in training (e.g. ICS 300 and 400), exercises, and disaster response activities, as appropriate.
16. Widely distribute this MOU within the Red Cross and Brooks County Emergency Management departments and administrative offices and urge full cooperation.
17. Regarding the provision of security personnel at a mass care facility:
  - a. \_\_\_\_\_ (Initial) Yes, Brooks County will provide security personnel (peace officer).
  - b. \_\_\_\_\_ (Initial) No, Brooks County will not assign security personnel (peace officer).

#### **IV. Periodic Review**

The parties will, on an annual basis, on or around the anniversary date of this MOU, jointly evaluate their progress in implementing this MOU and revise and develop new plans, attachments or goals as appropriate. Both parties should notify the other if primary points of contact change.

#### **V. Term and Termination.**

This MOU is effective as of \_\_\_ March 23, 2020. It expires on \_\_\_ March 23, 25021. Six months prior to expiration, the parties will meet to review the progress and success of the cooperative effort. In connection with such review, the parties may decide to extend this MOU for an additional period not exceeding five years, and if so shall confirm this in a signed writing. This MOU may be terminated by written notification from either party to the other at any time and for any or no reason.

#### **VI. Miscellaneous**

This MOU does not create a partnership, a joint power agreement, or a joint venture and does not create any financial commitments from one party to the other. Neither party has the authority to bind the other to any obligation. It is not intended that this MOU be enforceable as a matter of

MOU Between: The American Red Cross and Brooks County TX


law in any court or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

Signature page follows.

Signature Page

Brooks County  
City of \_\_\_\_\_ Emergency  
Management

The American Red Cross

By:   
(Signature)  
Name: Eric Ramos  
Title: Brooks County Judge

By: \_\_\_\_\_  
(Signature)  
Name: Lina Mendez Romero  
Title: Disaster Program Manager

Date: 3/23/2020

Date: \_\_\_\_\_

Contact information  
Telephone: 361 325-5204  
4100  
E-mail: \_\_\_\_\_

Contact information  
Telephone: (956) 607-  
E-mail: Lina.Mendezromero@redcross.org



**EMERGENCY ORDER INSTITUTING CURFEW MEASURES; PENALTY AS PROVIDED WITHIN**

**Line Item 4**

Be it ordered by the Brooks County Commissioners Court:

That an emergency exists; and

Whereas, on March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States of American declared a national emergency in relation to COVID-19; and

Whereas, by Declaration issued on March 16, 2020, the Brooks County Commissioners declared a local state of disaster for Brooks County due to a public health emergency; and

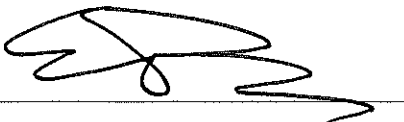
Whereas, said state of disaster requires that certain emergency measures be taken to the Executive Order of the Governor Relating to the Emergency Management; therefore, the following regulations shall take effect until the state of disaster if terminated;

**BE IT FURTHER ORDERED BY THE BROOKS COUNTY COMMISSIONERS COURT:**

That the following is hereby in effect:

1. Curfew hours in Brooks County shall begin at 12:00 midnight and conclude at 5:00 am DAIL
2. Any Person who violates a provision of this order shall be guilty of a Class C Misdemeanor.

The emergency order shall take effect on March 24, 2020 at 12:01 am (CST) upon its adoption and publication and it is accordingly so ordered. This Order shall remain in effect until the state of disaster is terminated.

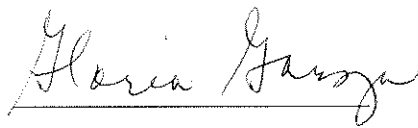


Brooks County Judge

Brooks County, Texas



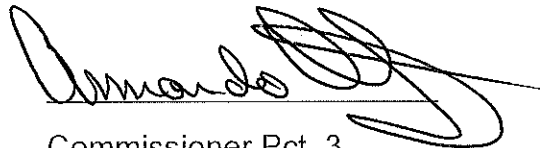
County Judge



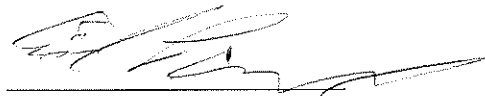
Commissioner Pct. 1



Commissioner Pct. 2



Commissioner Pct. 3



Commissioner Pct. 4