

**Interlocal Agreement Between the Learned Independent School District and the  
Wellville Health Department**

This Interlocal Agreement (“Agreement”) is entered into between the Learned Independent School District (“District”), and the Wellville Health Department (“Department”). The District is an Independent School District organized under Education Code Chapter 11. The Department is a Local Health Department under Chapter 121 of the Health and Safety Code. The Interlocal Cooperation Act, Government Code Chapter 791, governs this Agreement.

**I. Purpose**

Under a grant from the Texas Department of Health, the Department is required to plan and prepare for a public health emergency which may result from natural or man-made causes. During such an emergency, it may be necessary to immunize or treat all or large numbers of people in the area served by the District and Department. Prior public health experience with mass immunizations has shown that schools are well suited to this activity because: 1) their location is known to large numbers of individuals within the community; 2) They have large assembly areas; 3) They have other necessary facilities such as refrigeration and restrooms.

The Department has concluded that the District possesses facilities that are qualified to serve if mass immunization or treatment is necessary. The District desires to be as helpful as possible in the event of a public health emergency, and agrees to make its facilities available for purposes of mass immunization or treatment, under the terms set out below.

The District and the Department have concluded that this contemplated use of the facilities is a “governmental function” as defined in the Interlocal Agreement Act.

## **II. Public Health Emergency**

This agreement will go into effect only if:

- 1) The Commissioner of Health or the local health authority declare that large scale immunization or treatment is necessary as a control measure for an outbreak of communicable disease; and
- 2) Classes at the facility are either not scheduled, or are canceled.

## **III. Obligations of the Department**

- 1) The Department will supply or arrange for all equipment, vaccine, medicine and personnel necessary to administer the vaccine or medication.
- 2) The Department will supply or arrange for all equipment and personnel necessary for staffing, security, crowd control and other tasks, except as described in section IV below.
- 3) The Department will be responsible for disposal of medical waste and disinfection at the facility following its use for the emergency. The health authority will provide written assurance of its safety for use as a school facility following its use.
- 4) The Department will be responsible for any damage to property belonging to the District as a result of its use during the public health emergency, and to the extent they can be determined, costs for utilities described in section IV below. This compensation is mutually agreed to be “an amount that fairly compensates the

performing party” as stated in the Interlocal Cooperation Act. The amounts to be paid to the District will be paid from current revenues available to the Department.

- 5) The Department is responsible for the acts and negligence of its employees or volunteers, under state and federal law.

### **Obligations of the District**

- 1) The District is responsible for allowing the use of the facility and all utilities (gas, electric, water, and telecommunications) normally associated with its use as a school facility.
- 2) The District is responsible for providing use of all rooms, fixtures, and equipment existing at the facility that the Department regards as necessary for on site use during the period of the emergency.
- 3) The District will provide at least one person on-site during the period of emergency use with access to the rooms, fixtures and equipment described above.
- 4) The District is responsible for the acts and negligence of its employees or volunteers, under state and federal law.

### **Term**

This agreement becomes effective when approved by the governing body of the District and Department. It may be canceled by either party by giving thirty days notice to the other party, otherwise it remains in effect for five years and may be renewed by mutual agreement.