

INTERLOCAL AGREEMENT
BETWEEN HARRIS COUNTY AND
GALVESTON COUNTY

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into upon signature by all parties ("Effective Date") by and between **Harris County, Texas** ("County"), a body corporate and politic under the laws of the State of Texas, by and through and Harris County Public Health Mosquito and Vector Control Division ("MVCD"), at 1111 Fannin St, Houston, TX 77002, and Galveston County, Texas and Galveston County Mosquito Control District ("District") at 5115 Highway 3, Dickinson, TX 77539, pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ann. §791.001 et seq. County and District are referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS:

WHEREAS, County has laboratory diagnostic testing services related to vector-borne diseases;

WHEREAS District desires to use County's diagnostic testing services to gain valuable insight into vector borne diseases in its jurisdiction;

WHEREAS Parties desire to collaborate to identify pathogens such as West Nile virus and other vector-borne pathogens through validated molecular and immunological methods; and

WHEREAS Parties find that collaborating will primarily serve a public purpose.

NOW, THEREFORE, the Parties, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

T E R M S:

ARTICLE I. PURPOSE

The purpose of this Agreement is to establish the terms under which MVCD will provide specialized laboratory diagnostic testing services for vector-borne pathogens to the District. These services support regional surveillance, outbreak response, and public health prevention strategies. The specific Scope of Work for this project is found in Attachment A, attached hereto and incorporated herein by reference.

ARTICLE II. DISTRICT DUTIES

During the term of this Agreement, the District agrees to:

- A. Ensure all personnel involved in specimen collection are appropriately trained.
- B. Coordinate sample deliveries and ensure they arrive within the required timeframes and will meet with all required sample temperature and collection specifications with appropriate transport conditions.
- C. Maintain corporate communication with MVCD regarding changes in sample volume or testing needs.
- D. Use testing results solely for authorized surveillance and public health purposes.

ARTICLE III. COUNTY DUTIES

During the term of this Agreement, the County agrees to:

- A. Provide all testing equipment, materials, protocols, technicians to conduct testing, and forms upon request.
- B. Maintain compliance with biosafety, quality assurance, and all applicable federal regulatory standards for handling, storage, packaging, labeling, transport, and shipment of infectious substances and diagnostic specimens.
- C. Notify the District of any irregularities, delays, or significant findings.
- D. Provide technical consultation regarding test interpretation or vector-borne disease response, as appropriate.
- E. Sign and maintain a chain of custody form for each sample or batch of samples submitted.

ARTICLE IV. FEE SCHEDULE

Fees for diagnostic testing rendered under this Agreement are set forth in Attachment B, and incorporated by reference as though fully set forth, word for word in accordance with Texas Health & Safety Code § 121.006 and 25 TAC § 1.61. The Fee Schedule may be updated periodically with notice to the District.

ARTICLE V. TERM AND TERMINATION

The term of this Agreement commences on the Effective Date and is for one (1) year, unless

sooner terminated pursuant to the terms herein contained. Upon mutual agreement, the County may renew the agreement on the same terms and conditions for two (2) additional one-year terms (each a "Renewal Term") unless it is terminated by either Party by giving the other Party prior written notice of its intention to terminate not less than thirty (30) days prior to the expiration of the term of this Agreement. Notwithstanding the foregoing, either Party may terminate this Agreement at any time during the Initial Term or any Renewal Term, with or without cause, upon thirty (30) days' written notice to the other Party.

ARTICLE VI. NOTICE

All notices and communications permitted or required under this Agreement are to be mailed by United States Postal Service, certified mail, return-receipt requested, to the following addresses:

FOR HARRIS COUNTY: All notices and communications must be mailed as follows:

FOR THE COUNTY: **Harris County Public Health
Mosquito and Vector Control Division
Dr. Courtney Standlee, MVCD Director
3330 Old Spanish Trail, Building D
Houston, TX 77021**

FOR THE DISTRICT: **Galveston County Mosquito Control District
Ashley Wilson, Mosquito Control Manager
5115 Highway 3
Dickinson, Texas 77539**

With a Copy: **Galveston County
Mark Henry, County Judge
722 Moody Ave., 2nd Floor
Galveston, TX 77550**

These addresses may be changed upon giving prior written notice to the other Party. All mailed notices and communications which have been properly addressed are deemed given and complete upon depositing them in the United States Mail.

ARTICLE VII. GENERAL PROVISIONS

- A. Amendment. This Agreement may be amended only by an instrument in writing that is signed by the Parties. Amendments will be effective on the date stipulated therein.
- B. Change in Law. If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that a Party cannot reasonably fulfill this Agreement, and if the Parties cannot agree to an amendment that would enable substantial continuation of this Agreement, the Parties will be discharged from any further obligations under this

Agreement upon ten (10) business days' written notice.

- C. Counterparts. This Agreement may be executed in one or more counterparts, each of which is deemed an original and all of which together constitute one and the same agreement.
- D. Integration. This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous, oral, or written, understandings between the Parties with respect to the subject matter hereof.
- E. News Releases or Pronouncements. News releases and publications pertaining to this Agreement that are made by a Party must be approved in writing by all Parties prior to public dissemination. Notwithstanding the foregoing, disclosure of information and/or this Agreement as may be required by the Texas Public Information Act, or mandatory reporting of results or data to the CDC and state for notifiable conditions, shall not require prior notice or agreement between the Parties.
- F. No Implied Authority. Any authority delegated to one Party by another Party is limited to the terms of this Agreement. No Party shall rely upon implied authority, and specifically, there is no delegated authority under this Agreement to:
 - a. Make public policy.
 - b. Promulgate, amend, or disregard any Party's programs or policies; or
 - c. Unilaterally communicate or negotiate on behalf of the other Party, with any member of the U.S. Congress or any member of its staff, any member of the Texas Legislature or any member of its staff, or any federal or state agency.
- G. NO WAIVER OF SOVEREIGN IMMUNITY. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY THE PARTIES OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THEY MAY HAVE BY OPERATION OF LAW.
- H. Insurance. HARRIS COUNTY is self-insured in accordance with its limited liabilities under the Texas Torts Claims Act as set forth in the Texas Civil Practice and Remedies Code, Chapters 101, 104, 108. Harris County has provided documentation of the self-insured letter as Attachment B, attached hereto, and incorporated herein by reference.
- I. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable:
 - a. such provision will be severed from this Agreement;
 - b. the validity, legality, and enforceability of the remaining provisions of this Agreement will not be affected or impaired in any way; and

- c. the Parties shall negotiate in good faith in an attempt to agree to a substitute provision that is valid, legal, and enforceable and which carries out the Parties' intentions to the greatest lawful extent under this Agreement.
- J. Survivability. The termination of this Agreement for any reason will not release any Party from its obligations to comply with federal and state laws regarding the use and disclosure of the information exchanged under this Agreement.
- K. No Intended Third-Party Beneficiaries. Nothing contained in this Agreement is intended nor will it be construed to create rights running to the benefit of third parties, unless otherwise expressly provided in this Agreement.
- L. Assignment. This Agreement is not assignable.

[EXECUTION PAGE FOLLOWS]

GALVESTON COUNTY

By: _____
Mark Henry, County Judge

Date: _____

Galveston County Mosquito Control
District

By: _____
Ashley Wilson,
Mosquito Control Manager

HARRIS COUNTY

By: _____
Lina Hidalgo, County Judge

Date: _____

APPROVED AS TO FORM:
CHRISTIAN D. MENESEE
COUNTY ATTORNEY

By: _____
Shannon Fleming
Senior Assistant County Attorney
CAO File no: 25GEN2380

ATTACHMENT A
Scope of Work

1. Sample Types Accepted: MVCD will accept the following specimen types for testing:

- Mosquito pools (identified to genus or species where applicable)
- Ticks and other arthropods collected for pathogen surveillance
- Avian tissue or blood/serum specimens

2. Pathogens Tested: MVCD will test for a range of vector-borne pathogens, which may include:

- West Nile virus (WNV)
- St. Louis Encephalitis virus (SLEV)
- Eastern Equine Encephalitis virus (EEEV)
- Other pathogens as mutually agreed upon and validated by MVCD

3. Testing Methods:

- Nucleic acid detection using real-time PCR (RT-qPCR/qPCR)
- Enzyme-linked immunosorbent assays (ELISA), where applicable
- Additional methods may be introduced upon validation and notification to the Partner Agency

4. Turnaround Time:

- MVCD will provide test results to the Partner Agency within five (5) business days of receiving the samples.
- In the event of a delay due to workload or technical constraints, MVCD will notify the Partner Agency as soon as reasonably possible.

5. Reporting:

- Test results will be reported electronically to the designated representative of the Partner Agency.
- Positive findings for notifiable conditions will be reported to the Texas Department of State Health Services as required by law.

6. Sample Storage and Disposal:

- All specimens must be packaged and shipped in accordance with U.S. Department of Transportation regulations for Division 6.2 Category B infectious substances under **49 CFR §173.199**.
- Partner Agency must use leak-proof primary and secondary receptacles, absorbent materials, and rigid outer packaging labeled as required.

- All packages must include appropriate shipping documents and comply with current IATA and DOT standards.
- Submitted samples will be stored under appropriate biosafety conditions until testing is complete.
- Samples will be disposed of following laboratory biosafety protocols unless the Partner Agency requests return or retention in writing prior to submission.

Under this Agreement, MVCD will:

- Receive and process submitted vector or avian samples from the Partner Agency.
- Perform laboratory diagnostic testing for designated vector-borne pathogens.
- Provide electronic reporting of test results within five (5) business days of sample receipt.
- Maintain quality control and assurance in accordance with internal laboratory protocols.

The Partner Agency will:

- Collect and submit samples according to current Centers for Disease Control and Prevention (CDC) biosafety guidelines for handling and transport of potentially infectious materials.
- Ensure appropriate packaging, labeling, and documentation of samples.
- Pay for services rendered as outlined in the Fee Schedule.
- Sign and maintain a chain of custody form for each sample or batch of samples submitted.

Serve as the primary contact for receiving test results and coordinating communications

ATTACHMENT B
Fee Schedule

(follows behind)

Molecular testing of vector-borne diseases (WNV, SLEV, EEEV, DENV, CHIV, ZIKV) via singleplex molecular diagnostics	\$ 42
Molecular testing of vector-borne diseases (WNV, SLEV, EEEV or DENV, ZIKV, CHIV) via multiplex molecular diagnostics	\$ 63
Live bird serology testing	\$ 43

ORDER OF COMMISSIONERS COURT
Authorizing execution of an
Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN HARRIS COUNTY
AND GALVESTON COUNTY

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	☐	☐	☐
Comm. Ellis	☐	☐	☐
Comm. Garcia	☐	☐	☐
Comm. Ramsey, P.E.	☐	☐	☐
Comm. Briones	☐	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge is hereby authorized to execute for and on behalf of Harris County an Agreement with Galveston County for laboratory diagnostic testing services. Agreement is fully incorporated into incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.