

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF SAN ANTONIO AND TEXAS A&M UNIVERSITY**

THIS INTERLOCAL AGREEMENT (the Agreement) is made and entered into by and between the CITY OF SAN ANTONIO ("CITY"), a Texas Home Rule Municipality, on behalf of the San Antonio Metropolitan Health District ("Metro Health") and TEXAS A&M UNIVERSITY-SAN ANTONIO, a member of The Texas A&M University System, an agency of the state of Texas (UNIVERSITY). CITY and UNIVERSITY shall collectively be referred to as "the Parties."

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments to contract to the greatest extent possible with one another and with agencies of the state; and

WHEREAS, Texas Government Code, section 791.011 provides that a local government may contract with another to perform governmental functions and services, and the definition of "governmental function and services" under Section 791.003(3) includes the areas of public health and welfare; and

WHEREAS, the CITY supports mosquito surveillance activities, specifically, speciation activities as part of the Metro Health/Bexar County Mosquito-Control Program; and

WHEREAS, the mosquito speciation provided would provide necessary information to the CITY's Vector Control Sections to enhance the CITY's mosquito response plan; and

WHEREAS, CITY desires UNIVERSITY to provide mosquito speciation services; and

WHEREAS, the UNIVERSITY represents that it possesses the knowledge, ability, professional skills, and qualifications to perform this work in an expeditious and economical manner consistent with CITY's interests; and

NOW THEREFORE, in consideration of the promises, mutual covenants, and agreements contained herein, the parties agree as follows:

**ARTICLE I.
PURPOSE/DEFINITIONS**

1.1 The purpose of this Interlocal Agreement is to establish the terms and conditions under which UNIVERSITY will provide CITY with certain specified public health services for mosquito speciation as part of the Metro Health/Bexar County Mosquito-Control Program. This Agreement shall also establish the CITY's and UNIVERSITY's obligations, costs, and the manner and method of payment for provided services.

1.2 As used in this Agreement, the following terms shall have meanings as set out below:

"CITY" is, defined in the preamble of this Agreement and includes its successors and assigns.

"UNIVERSITY" is defined in the preamble of this Agreement and includes its successors.

"Director" shall mean the Director of the San Antonio Metropolitan Health District ("Metro Health").

ARTICLE II
TERM

2.1 The term of this Agreement commences on January 1, 2022 and terminates on December 31, 2022. Upon agreement of the Parties and availability of funding, this Agreement may be renewed for four, one-year renewal terms. The renewals shall be in writing and signed by the Director without further action by the San Antonio City Council.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, CITY retains the right to terminate this Agreement at the expiration of each of CITY's budget periods, and any additional contract period beyond the initial term set forth in 2.1 is subject to and contingent upon subsequent appropriation. If the Agreement is terminated pursuant to this section, CITY agrees to pay UNIVERSITY for all work approved and performed during the last CITY budget period and as outlined in Article VI.

ARTICLE III
DESIGNATED REPRESENTATIVES

3.1 UNIVERSITY hereby appoints Dr. Megan Wise De Valdez, as its designated representative with regard to the services to be performed herein. UNIVERSITY may change its designated representative at any time and must provide CITY with written notice of the change.

3.2 CITY hereby appoints Roger Pollok, San Antonio Metropolitan Health District, as its designated representative with regard to the services to be performed herein. CITY may change its designated representative at any time and must provide UNIVERSITY with written notice of the change.

ARTICLE IV
CITY'S OBLIGATIONS

4.1 CITY agrees to pay UNIVERSITY for services provided as outlined in Article VI, Compensation.

ARTICLE V
UNIVERSITY'S SERVICES

5.1 UNIVERSITY's specific duties and responsibilities under the Agreement shall include:

5.2 Setting up a mosquito pool collection point at Texas A&M University-San Antonio to receive mosquito pools from Metro Health and Bexar County, twice a week for mosquito speciation.

5.3 Maintaining specimen testing requirements from receipt of specimens through the speciation process to allow for necessary mosquito pool testing by the Metro Health LRN Laboratory.

5.4 Speciating mosquito pools (Culex, Aedes, etc.) provided by Metro Health and Bexar County and communicating aggregate results to the Metro Health Epidemiology Section within 24 hours of receipt

5.5 Speciating a total of 960 pools during the period of 10 months from March 1st, through December 31st at a rate of \$20.00 per pool.

5.6 Preparing mosquito pools for proper transport and coordinating specimen delivery times with the

Metro Health LRN Laboratory.

5.7 Consulting with Metro Health as requested by Metro Health for UNIVERSITY to provide recommendations on mechanisms to improve response systems or the development of response triggers related to pool densities in order to enhance the Metro Health/Bexar County Mosquito Control Program.

ARTICLE VI **COMPENSATION**

6.1 In consideration of UNIVERSITY's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, CITY agrees to pay UNIVERSITY an amount not to exceed NINETEEN THOUSAND TWO HUNDRED AND NO/100THS (\$19,200.000) as total compensation to be paid to UNIVERSITY in the manner set forth in Section 6.2.

6.2 CITY agrees to pay UNIVERSITY in accordance with this section. CITY will pay UNIVERSITY \$20.00 per pool, for a total of up to 960 pools speciated. UNIVERSITY shall submit monthly invoices outlining the work completed in accordance with the stated scope of work for the contract term described in Article V. above and the amount due and owing. CITY shall pay UNIVERSITY within 30 days of submission of each invoice to the CITY. The total payments hereunder shall not exceed the amount set forth Section 6.1 above, without prior approval and agreement of all parties, evidenced in writing.

6.3 Invoices shall be submitted to: Accounts.Payable@sanantonio.gov and copy to SAMHD.Invoices@sanantonio.gov or by mail to City of San Antonio, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976, with a copy to City of San Antonio, San Antonio Metropolitan Health District, P.O. Box 839966, San Antonio, Texas 78283-3966.

6.4 No additional fees or expenses of UNIVERSITY shall be charged by UNIVERSITY nor be payable by CITY. The parties hereby agree that all compensable expenses of UNIVERSITY have been provided for in the total payment to, UNIVERSITY as specified in Section 6.1 above. Total payments to UNIVERSITY cannot exceed that amount set forth in Section 6.1 above, without prior approval and agreement of all Parties, evidenced in writing and approved by the CITY.

6.5 Final acceptance of work products and services require written approval by CITY, as determined by the Director as the CITY's approval official. Payment will be made to UNIVERSITY following written approval of the final work products and services by Director. CITY shall not be obligated or liable under this Agreement to any party, other than UNIVERSITY, for the payment of any monies or the provision of any goods or services.

6.6 UNIVERSITY agrees to provide any and all documentation required for inclusion in any report required by City. All services required under this Agreement will be performed to CITY's satisfaction, and CITY will not be liable for any payment under this Agreement for services which are unsatisfactory, and which have not been approved by CITY. The payment for services provided hereunder will not be paid until required reports, data, and documentation have been received and approved by the CITY, as determined by the Director as the CITY's approval official.

6.7 The CITY and UNIVERSITY agree that any payment by either Party for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.

ARTICLE VII
CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

7.1 Unless disclosure is authorized by the CITY subject to this Article V, UNIVERSITY agrees to maintain in confidence all information received from CITY pertaining to the Project, including, without limitation, reports, information, project evaluation, project designs, other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. UNIVERSITY shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, UNIVERSITY shall, where possible, give the Director of Metro Health prior written notice that such disclosure is required with a full and complete description regarding such requirement. UNIVERSITY certifies that it has established procedures designed to meet the obligations of this Article. This Article shall not be construed to limit the CITY's or its authorized representatives' right to obtain copies, review and audit records or other information, confidential or otherwise, under this Agreement. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The Parties shall ensure that their respective employees, agents, and contractors are aware of and shall comply with the aforementioned obligations. The foregoing shall not apply when, after and to the extent the Confidential Information disclosed, as documented by competent evidence:

- (i) is not disclosed in writing or reduced to writing and marked with an appropriate confidentiality legend within thirty (30) days after disclosure;
- (ii) is already in UNIVERSITY's possession at the time of disclosure as evidenced by written records in the possession of the UNIVERSITY prior to such time;
- (iii) is or later becomes part of the public domain through no fault of the UNIVERSITY;
- (iv) is received from a third party having no obligations of confidentiality to the CITY;
- (v) is independently developed by: the UNIVERSITY by its personnel having no access to the Confidential Information.

7.2 Within a period not to exceed sixty (60) calendar days after the expiration, or early termination, date of the Agreement, UNIVERSITY shall submit all reports, data and materials required to be delivered pursuant to this Agreement (the Project Materials) to CITY. CITY reserves the non-exclusive right, including each and every copyright, to use and reproduce Project Materials and reserves the right to authorize others to use or reproduce such Project Materials. CITY understands that under UNIVERSITY policies, copyright ownership in any works authored by UNIVERSITY's faculty belongs to that author and not UNIVERSITY. Therefore, UNIVERSITY does not exercise any authority to bind its faculty to any copyright use or transfer agreement. CITY also acknowledges that local governmental records are public records and as such, UNIVERSITY cannot transfer or otherwise confer any right to CITY in these materials. Nothing herein is intended, nor shall it be construed to prohibit UNIVERSITY or its faculty access to the Project Materials, or to transfer any ownership in UNIVERSITY's best practice and benchmarking information to the CITY.

7.3 UNIVERSITY has the right to use Project Materials and documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by UNIVERSITY ("Research Results") for its own internal non-commercial research and educational purposes. It is further understood by the Parties, UNIVERSITY retains the right to use Research Results to produce scholarly works for publication. In the event that UNIVERSITY or its faculty contributors publishes the Research Results or uses any of the Project Materials for educational activities, or permits any third party to do so, UNIVERSITY or its faculty contributors shall acknowledge

CITY's contribution to the Project in any such publication.

7.4 In accordance with Texas law, UNIVERSITY acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, UNIVERSITY agrees that no such local government records produced by or on the behalf of UNIVERSITY pursuant to this Agreement shall be the subject of any copyright or proprietary claim by UNIVERSITY.

7.5 Upon termination or expiration of this Agreement, UNIVERSITY shall return to CITY all copies of materials related to the Project, including the Confidential Information provided to UNIVERSITY within a period not to exceed sixty (60) days after the expiration, or termination hereof. Notwithstanding the foregoing, UNIVERSITY shall have the right to retain one (1) copy of Confidential Information in a secure location for the sole purpose of determining any continuing obligations of confidentiality under this Agreement.

ARTICLE VIII **TERMINATION**

8.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term or earlier termination pursuant to any of the provisions hereof.

8.2 **TERMINATION BY NOTICE:** The Agreement may be terminated by CITY upon written notice, provided such notice specifies an effective date of termination, which shall be not less than thirty (30) calendar days nor more than ninety (90) calendar days from the date such notice is received by the other party. If the notice does not specify a date of termination, the effective date of termination shall be thirty (30) calendar days after receipt of the notice by the other party.

8.3 **TERMINATION FOR CAUSE:** Should UNIVERSITY default in the performance of any of the terms or conditions of this Agreement, CITY shall deliver to the UNIVERSITY written notice thereof specifying the matters on default. The UNIVERSITY shall have ten (10) calendar days after its receipt of the written notice to cure such default. If the UNIVERSITY fails to cure the default within such ten (10) day period, this Agreement shall terminate at 11:59 p.m. on the tenth day after the receipt of the notice by the defaulting party.

8.4 **TERMINATION BY LAW:** If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein or if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

8.5 Within twenty-one (21) calendar days of the effective date of termination (unless an extension is authorized in writing by the CITY), UNIVERSITY shall submit to the CITY, its claim, in detail, for the monies owed by the CITY for services performed under this Agreement through the effective date of termination.

8.6 In the event that through action or no action initiated by the City of San Antonio, the CITY'S legislative body does not appropriate funds for the continuation of this contract and has no funds to do so from other sources, this contract may be terminated. To effect this termination, the CITY shall, 30 days prior to the period for which funds are not appropriated, send UNIVERSITY written notice stating that

the City of San Antonio failed to appropriate funds. Lack of funding is not and shall not be considered a breach of this Agreement

ARTICLE IX
INDEPENDENT CONTRACTOR

9.1 It is expressly understood and agreed that UNIVERSITY shall be responsible for its respective acts, or omissions and that the CITY shall in no way be responsible therefore, and that neither party hereto has authority to bind the other or to hold to third parties that it has the authority to bind the other.

9.2 Nothing contained herein shall be deemed or construed by the parties to or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.

9.3 Any and all of the employees of UNIVERSITY, wherever located, while engaged in the performance of any work required by the CITY under this Agreement shall be considered employees of UNIVERSITY only, and not of the CITY, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged, shall be the sole obligation and responsibility of the UNIVERSITY.

ARTICLE X
INSURANCE

10.1 UNIVERSITY and CITY each maintain a self-insurance fund for general liability and workers compensation claims and causes of action to meet their statutory obligations to their respective employees.

ARTICLE XI
NO INDEMNIFICATION BY PARTIES

11.1 UNIVERSITY and CITY acknowledge they are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accidents, injuries or deaths.

ARTICLE XII
STATISTICS AND DOCUMENTATION

12.1 CITY and UNIVERSITY will follow medical records standards in exchanging client care information. Both Parties shall comply with applicable confidentiality statutory provisions and rules, including the Health Insurance Portability and accountability Act (HIPAA) requirements and state medical privacy laws.

ARTICLE XIII
AUDIT

13.1 UNIVERSITY shall keep at all times during the term of this Agreement complete financial records documenting the services provided to CITY. Authorized representatives of CITY shall have the right to examine all financial records of UNIVERSITY pertaining to the services rendered for CITY. The written request for an audit, which shall list with specificity all records CITY desires to examine during a particular audit, must be submitted to the UNIVERSITY at least ten (10) days prior to the requested date

of examination by CITY representatives. CITY agrees to provide UNIVERSITY with a copy of CITY's final report regarding each audit within thirty (30) days of completion. UNIVERSITY shall maintain all pertinent financial records for the term of this Agreement and for four (4) years after termination of this Agreement, or as required by law, whichever is longer.

ARTICLE XIV
NOTICES

14.1 All notices to be given under this Agreement shall be in writing and shall either be personally delivered or sent by certified mail or registered mail, return receipt requested postage prepaid and addressed to the proper party at the address which appears below or at such other address as the Parties may designate.

If intended to CITY:

City of San Antonio
San Antonio Metropolitan Health District
Attn: Health Director
100 W. Houston, 8th floor
San Antonio, Texas 78205

If intended for UNIVERSITY:

Texas A&M University of San Antonio
Megan Wise de Valdez, M.S., Ph.D.
Associate Professor
One University Way
San Antonio, Texas 78224

ARTICLE XV
ASSIGNMENT AND SUBCONTRACTING

15.1 UNIVERSITY shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained, to perform work pursuant to this Agreement shall be the employees or subcontractors of UNIVERSITY. UNIVERSITY, its employees or its subcontractors shall perform all necessary work.

15.2 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the CITY, shall be subject by its terms to each and every applicable provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of UNIVERSITY. CITY shall in no event be obligated to any third party, including any subcontractor of UNIVERSITY, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the CITY.

15.3 Except as otherwise stated herein, UNIVERSITY may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the CITY. As a condition of such consent, if such consent is granted, UNIVERSITY shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor UNIVERSITY, assignee, transferee or subcontractor.

15.4 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should UNIVERSITY assign, transfer, convey, delegate or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, CITY may, at its option, cancel this Agreement and all rights, titles and interest of UNIVERSITY shall thereupon cease and terminate, in accordance with Article VIII. Termination, notwithstanding any other remedy available to CITY under this Agreement. The violation of this provision by UNIVERSITY shall in no event release UNIVERSITY from any obligation under the terms of this

Agreement, nor shall it relieve or release UNIVERSITY from the payment of any damages to CITY, which CITY sustains as a result of such violation.

ARTICLE XVI
COMPLIANCE WITH LAWS AND ORDINANCES

16.1 The Parties hereby agree to comply with all federal, state, and local laws and ordinances applicable to the work or services to be performed under this Agreement.

ARTICLE XVII
LICENSES/CERTIFICATIONS

17.1 UNIVERSITY certifies that UNIVERSITY faculty and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

17.2 UNIVERSITY faculty and any other person designated to provide services must carry an original of his/ her license/credentials and shall present said license/credentials for posting at their designated work station under this Agreement.

17.3 UNIVERSITY faculty and any other person designated to provide services must have current CPR certification and have a hepatitis vaccination or be made aware of its availability and has declined it.

ARTICLE XVIII
CONFLICT OF INTEREST

18.1 The Charter of the City of San Antonio and the City of San Antonio. Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) apparent or subsidiary entity.

18.2 Pursuant to the subsection above, UNIVERSITY certifies, and this Agreement is made in reliance thereon, that by contracting with the City, UNIVERSITY does not cause a City employee or officer to have a prohibited financial interest in the Contract. UNIVERSITY further certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

ARTICLE XIX
TEXAS LAW TO APPLY

19.1 This Agreement shall be construed under and in accordance with the laws of the State of Texas.

The Parties agree that venue for any action is proper in Bexar County, Texas.

ARTICLE XX
PRIOR AGREEMENTS SUPERSEDED

20.1 This Agreement constitutes the sole and only agreement of the Parties and supersedes all prior understandings or written or oral agreements between the Parties regarding the subject matter of the Agreement.

ARTICLE XXI
AMENDMENT

21.1 No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the CITY and UNIVERSITY.

ARTICLE XXII
MULTIPLE COUNTERPARTS

22.1 This Agreement may be executed in several counterparts by the Parties hereto and each counterpart, when so executed and delivered, shall constitute an original instrument and such separate counterparts shall constitute but one and the same instrument.

ARTICLE XXIII
PARTIES BOUND

23.1 This Agreement shall be binding upon and inure only to the benefit of the Parties hereto and their respective successors and assigns where permitted by this Agreement. There are no third-party beneficiaries to this Agreement.

ARTICLE XXIV-[Reserved]

ARTICLE XXV
LEGAL CONSTRUCTION

25.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, this the _____ day of _____, 2021.

CITY OF SAN ANTONIO

**TEXAS A&M UNIVERSITY-
SAN ANTONIO**

Claude A. Jacob, DrPH(c), MPH
Health Director
San Antonio Metropolitan Health District

Megan Wise de Valdez

Megan Wise de Valdez, M.S., Ph.D.
Associate Professor

Vijay Golla

Vijay Golla, Ph.D.
Vice-Provost for Graduate Studies and Research

Approved as to form:

_____ for
City Attorney