

Interlocal Agreement Between  
The City of San Antonio  
and  
North East Independent School District

This Interlocal Agreement ("Agreement") is entered into between North East Independent School District ("Governmental Entity"), which is a political subdivision of the State of Texas and is an independent school district, organized under Education Code Chapter 11, and the City of San Antonio ("City"), a Texas Municipal Corporation, on behalf of the San Antonio Metropolitan Health District (SAMHD). The Interlocal Cooperation Act, Government Code Chapter 791, governs this Agreement.

**I. Purpose**

Metro Health, and the City on behalf of Metro Health, are required to plan and prepare for a public health emergency that may result from natural or man-made causes. During such an emergency, it may be necessary to provide or administer antivirals, immunizations, and medications (AM) or otherwise treat all or large numbers of people in the area served by the Governmental Entity and the City on behalf of the Metro Health. Prior public health experience with mass immunizations, mass dispensing of medications or other treatment has shown that Governmental Entity's facilities are well suited to these activities because: 1) Their location is known to large numbers of individuals within the community; 2) They have large assembly areas; and 3) They have other necessary facilities such as refrigeration and restrooms.

The City has concluded that Governmental Entity possesses facilities that are qualified to serve if mass immunization, mass dispensing of medications or other treatment is necessary. The Governmental Entity 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, mass dispensing of medications or other treatment, under the terms set out below. The Governmental Entity and the City 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) A public health emergency is declared; and
- 2) Classes are either not scheduled, or are canceled, in the event that Governmental Entity is an Independent School District.
- 3) Governmental Entity shall retain discretion to deny use of its facilities under this agreement if it would cause any disruption to its operation or interfere with its normal operation in any way.

## **III. Obligations of the City on behalf of the SAMHD**

- 1) The City will supply or arrange for all equipment, vaccine, supply all AIM and personnel necessary to administer the vaccine or medication.
- 2) The City 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 City will be responsible for disposal of medical waste and disinfection at the facility following its use for the emergency. City is responsible for the acts and negligence of its employees or volunteers, under state and federal law. City will be solely responsible for any compliance with or adherence to any applicable state orders, including executive orders by the Governor's office, that may be issued and determined to have the force and effect of law and that apply to the particular actions the City and/or Metro Health intends to perform while using the Governmental Entity's facilities.
- 4) In connection with the distribution of oral medications, the City may request Governmental Entity assist in dispensing oral medications to Governmental Entity's employees, students and family. The City will provide Governmental Entity's authorized official or agent oral medication for distribution to Governmental Entity's employees, students and family members based on estimated numbers provided by the Governmental Entity to the City. The City will provide the Governmental Entity with a manifest/inventory sheet material and necessary information sheets,

dispensing instructions and tracking forms. The City's role terminates upon transfer of the oral medication to the Government Entity's authorized official or agent and the execution of a signed transfer document. The City will provide additional information to the Governmental Entity as needed. The City shall not require Governmental Entity to provide such assistance in conflict with any applicable statewide order, including an executive order of the Governor, regarding the administration of medication.

#### **IV. Obligations of the Governmental Entity**

- 1) The Governmental Entity 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 Governmental Entity is responsible for providing use of all pre-designated rooms, fixtures, and equipment existing at the facility that the City regards as necessary for on site use during the period of the emergency.
- 3) The Governmental Entity 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) If requested by Metro Health and consistent with Metro Health's instructions, Governmental Entity will assist with the distribution of oral medication to its employees, students and family members. Government Entity will provide Metro Health with the number of Government Entity's employees, students and estimated family members. Government Entity will, upon receipt of oral medication, be responsible for maintaining the physical security and integrity of the medication and comply with any handling instructions provided by Metro Health, the CDC, and applicable state and federal regulations. Governmental Entity will be responsible for storing undistributed medication in accordance with any handling instructions provided by Metro Health consistent with state and federal regulations. Governmental Entity will maintain and provide copies of records for oral medication received and distributed as well as of the individual tracking sheets. The City shall not require Governmental Entity to provide such assistance in conflict with

any applicable statewide order, including an executive order of the Governor, regarding the administration of medication.

5) Government Entity acknowledges it does not have priority over any other organization in receiving AIM from City and provision of AIM is subject to the availability and provision of AIM by the Centers for Disease Control and Prevention (CDC) which the City has no direct control over.

**V. Term**

This agreement must be approved by the governing body of the Governmental Entity and the City, and this agreement shall become effective upon the date of execution by the last party to sign this agreement. Either party may cancel it by giving thirty days notice to the other party; otherwise it remains in effect for five years and may be renewed by mutual agreement.

**VI. Notice**

Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, or (d) via facsimile, telegram or telex, address as follows:

**If to the Governmental Entity:**

Sean Maika, Ed.D  
Superintendent  
North East Independent School District  
8961 Tesoro Drive  
San Antonio, TX 78217

**If to the City**

Claude A. Jacob, DrPH(c), MPH  
Health Director  
San Antonio Metropolitan Health District  
100 W Houston, 8th Floor  
San Antonio, TX 78205

**VII. Payment**

The City and the Governmental Entity agree that any payment by either party for the performance of Governmental functions or services must be made from current revenues available to the paying party.

### **VIII. Confidentiality**

Both parties will abide by applicable federal, state and local laws, rules and regulations regarding the confidentiality of records and information that each party may have access to.

### **IX. Amendments and Changes in the law**

Any alterations, additions or deletions to the terms of this Agreement must be documented in writing and signed by both parties. Notwithstanding this requirement, it is understood and agreed by parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

### **X. No Indemnification by Parties**

Governmental Entity and City acknowledge they are political subdivisions of the State of Texas and 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.

### **XI. Entire Agreement**

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties.

**CITY OF SAN ANTONIO**

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Erik Walsh  
City Manager

**GOVERNMENTAL ENTITY**

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Sean Maika Ed.D  
Superintendent  
North East Independent School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:  
  
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Andrew Segovia  
City Attorney