

Interlocal Agreement Between
The City of San Antonio
and
San Antonio Independent School District
For the Use Facilities During Public Health Emergencies

This Interlocal Agreement (“**Agreement**”) is entered into between San Antonio Independent School District (“**Governmental Entity**”), which 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 is 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 (**AIM**) 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

Each party’s respective obligations under this Agreement will go into effect only if:

- 1) A public health emergency is declared by State, City or County authorities;
- 2) Classes are either not scheduled or are canceled, in the event that Governmental Entity is an Independent School District; and
- 3) The Governmental Entity facilities are made available by the Governmental Entity in its sole discretion.

III. Obligations of the City on behalf of the SAMHD

- 1) The City will supply or arrange for all equipment, vaccine, and 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.
- 4) The City shall reimburse Governmental Entity for all costs of utilities used by City or SAMHD and associated with the use of Governmental Entity facilities under this Agreement. The City shall repair, restore or replace any damage to or loss of Governmental Entity property caused while the property was used by the City or SAMHD under this Agreement.

IV. Obligations of the Governmental Entity

- 1) The Governmental Entity will give the City and SAMHD a license to use available facilities without imposing a use charge. Subject to reimbursement, all utilities (gas, electric, water, and telecommunications) normally associated with the facility’s use as an operating school facility may

be used by the City or SAMHD. If the facility is not operating as a school at the time the public health emergency is declared, Governmental Entity is not responsible for connecting utilities needed under this Agreement. Facilities determined by the Governmental Entity to be available under this Agreement will be made available in "AS IS" condition.

- 2) Subject to availability and consent by the Governmental Entity, 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 onsite 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) 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.
- 5) The Governmental Entity is not responsible for (a) maintaining the security and integrity of any AIM, including its storage, handling and administration, and (b) providing security for other property brought to the facility or its grounds by the City or SAMHD during the period of emergency.

V. Term

This Agreement must be approved by the governing bodies 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 the term automatically expires on its fifth anniversary.

VI. Notice

Any notice or communication required or permitted hereunder shall be given in writing and deemed delivered when sent by (a) personal delivery, or (b) expedited overnight delivery service with proof of delivery, or (c) three business days after being deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested address as follows:

If to the Governmental Entity:

SAISD
ATTN: Superintendent of Schools
514 W. Quincy St.
San Antonio, TX 78212

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.

By entering into this Agreement, neither party waives any immunities, defenses or limits of liability to which it is entitled under law. This Agreement does not create a joint enterprise for purposes of determining liability.

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.

XII Governing Law

This Agreement will be governed by the laws of the State of Texas without giving effect to its principles of conflicts of law.

GOVERNMENTAL ENTITY

CITY OF SAN ANTONIO

Superintendent
San Antonio Independent School District

Erik Walsh
City Manager

Date

Date

APPROVED AS TO FORM:

Andrew Segovia
City Attorney