

ORDINANCE 2022-09-15-0694

**AUTHORIZING THE EXECUTION OF INTERLOCAL AGREEMENTS FOR A TERM OF FIVE (5) YEARS WITH THE FOLLOWING INDEPENDENT SCHOOL DISTRICTS: ALAMO HEIGHTS, EAST CENTRAL, EDGEWOOD, HARLANDALE, JUDSON, NORTH EAST, NORTHSIDE, SAN ANTONIO, SOUTH SAN ANTONIO, SOUTHSIDE, AND SOUTHWEST, FOR SAN ANTONIO METROPOLITAN HEALTH DISTRICT TO USE THEIR FACILITIES FOR THE PURPOSE OF PROVIDING VACCINATIONS AND OR MEDICATIONS TO THE RESIDENTS OF BEXAR COUNTY IN THE EVENT OF A PUBLIC HEALTH EMERGENCY AT NO COST.**

\* \* \* \* \*

**WHEREAS**, on January 27, 2022, City Council authorized the acceptance of pass-through funds from the Department of State Health Services' (DSHS) Public Health Emergency Preparedness (PHEP) Cooperative Agreement from the Centers for Disease Control and Prevention (CDC) in an amount up to \$1,034,437.00 for the continuation of activities supporting public health emergency preparedness.

**WHEREAS**, as part of the Texas Department of State Health Services Public Health Emergency Preparedness Grant, the San Antonio Metropolitan Health District is required to develop a plan to provide immunizations and/or medications to all residents of Bexar County within forty-eight hours after surveillance efforts detect a serious naturally occurring infectious disease or a release of a biological agent by terrorists; and

**WHEREAS**, to achieve this goal, local venues must be secured throughout the area and since most residents are familiar with the locations of various schools in their neighborhoods, these facilities make ideal places to provide vaccinations and medications to the community; and

**WHEREAS**, in order to formalize this arrangement, an Interlocal Agreement must be executed with the various Independent School Districts that have agreed to make some of their facilities available; and

**WHEREAS**, these venues are crucial for the activation of the plan because residents will be able to obtain the immunization/medication needed from a facility that is within walking distance (no more than three miles) from their homes; and

**WHEREAS**, the school buildings also have other necessary resources such as adequate restroom facilities, parking, refrigeration, cafeteria, data and phone connections, office equipment, compartmentalized rooms for training volunteers, and the required square footage to implement

the triaging and dispensing plan; **NOW THEREFORE:**

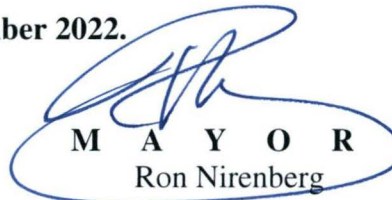
**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Manager or his designee or the Director of the San Antonio Metropolitan Health District (Metro Health) or his designee is authorized to execute Interlocal Agreements with the following Independent School Districts: Alamo Heights, East Central, Edgewood, Harlandale, Judson, North East, Northside, San Antonio, South San Antonio, Southside, and Southwest to utilize their facilities for the purpose of immunizing and/or providing medications to the residents of Bexar County in the event of a public health emergency. Copies of the interlocal agreements in substantially final form are attached hereto and incorporated herein for all purposes as **Attachment I** through **XI**.

**SECTION 2.** The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 3.** This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

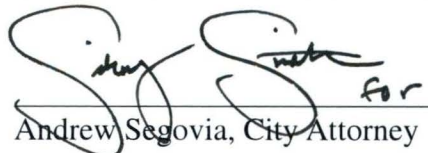
**PASSED AND APPROVED this 15th day of September 2022.**

  
**M A Y O R**  
Ron Nirenberg

**ATTEST:**

  
Debbie Racca-Sittre, City Clerk

**APPROVED AS TO FORM:**

  
Andrew Segovia, City Attorney





## City of San Antonio

### City Council Meeting September 15, 2022

25.

**2022-09-15-0694**

Ordinance approving Interlocal Agreements for a term of five years with the following Independent School Districts: Alamo Heights, East Central, Edgewood, Harlandale, Judson, North East, Northside, San Antonio, South San Antonio, Southside, and Southwest, for San Antonio Metropolitan Health District to use their facilities to provide vaccinations or medications to the residents of Bexar County during a public health emergency at no cost. [Erik Walsh, City Manager; Claude A. Jacob, Director, Health]

Councilmember Viagran moved to Approve on the Consent Agenda. Councilmember Courage seconded the motion. The motion carried by the following vote:

**Aye:** Nirenberg, Bravo, McKee-Rodriguez, Viagran, Rocha Garcia, Castillo, Cabello Havrda, Sandoval, Pelaez, Courage, Perry

**Interlocal Agreement Between  
The City of San Antonio  
and  
Alamo Heights Independent School District**

This Interlocal Agreement ("Agreement") is entered into between Alamo Heights 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 ("Metro Health"). 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 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 to the City or its designee 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.

## **III. Obligations of the City**

- 1) The City will supply or arrange for all equipment, 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) 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.

#### **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 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) 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.
- 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:**

Dr. Dana Bashara  
Superintendent  
Alamo Heights Independent School District  
7101 Broadway  
San Antonio, TX 78209

##### **If to the City:**

Claude A. Jacob, DrPH(c), MPH  
Health Director  
San Antonio Metropolitan Health District  
100 W Houston, 8<sup>th</sup> 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.

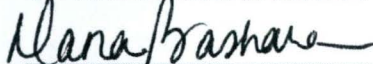
#### **X. No Indemnification by Parties**

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.

#### **GOVERNMENTAL ENTITY**



Dr. Dana Bashara  
Superintendent  
Alamo Heights Independent School District

  
Date

#### **CITY OF SAN ANTONIO**

\_\_\_\_\_  
Erik Walsh  
City Manager

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew Segovia  
City Attorney



**Interlocal Agreement Between  
The City of San Antonio  
and  
Edgewood Independent School District**

This Interlocal Agreement ("Agreement") is entered into between Edgewood 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**

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.

## **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.
- 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.



#### **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.
- 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:**

Dr. Eduardo Hernandez  
Superintendent  
Edgewood Independent School District  
5358 W. Commerce Street  
San Antonio, TX 78237

**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.

#### **GOVERNMENTAL ENTITY**

  
\_\_\_\_\_  
Dr. Eduardo Hernandez  
Superintendent  
Edgewood Independent School District

\_\_\_\_\_  
Date

#### **CITY OF SAN ANTONIO**

\_\_\_\_\_  
Erik Walsh  
City Manager

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew Segovia  
City Attorney

**Interlocal Agreement Between**  
**The City of San Antonio**  
**and**  
**Harlandale Independent School District**

This Interlocal Agreement ("Agreement") is entered into between Harlandale 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**

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.

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

- 1) The City will supply or arrange for all equipment, supply all AIM, medicine 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) 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.

#### **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.
- 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:**

Gerardo Soto  
Superintendent  
Harlandale Independent School District  
102 Genevieve Street  
San Antonio, TX 78214

##### **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.

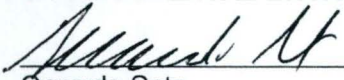
#### **VIII. No Indemnification by Parties**

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.

#### **GOVERNMENTAL ENTITY**

  
\_\_\_\_\_  
Gerardo Soto  
Superintendent  
Harlandale Independent School District

  
10/12/21  
\_\_\_\_\_  
Date

#### **CITY OF SAN ANTONIO**

\_\_\_\_\_  
Erik Walsh  
City Manager

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew Segovia  
City Attorney



**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**

---

Erik Walsh  
City Manager



**GOVERNMENTAL ENTITY**

---

Sean Maika Ed.D  
Superintendent  
North East Independent School District

---

Date

---

Date

APPROVED AS TO FORM:

---

Andrew Segovia  
City Attorney

**Interlocal Agreement Between**  
**The City of San Antonio**  
**and**  
**Northside Independent School District**

This Interlocal Agreement ("Agreement") is entered into between Northside 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**

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.

## **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.
- 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.



#### **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.
- 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:**

Brian Woods  
Superintendent  
Northside Independent School District  
5900 Evers Road  
San Antonio, TX 78238

#### **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.

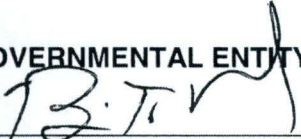
### **X. No Indemnification by Parties**

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.

**GOVERNMENTAL ENTITY**

  
\_\_\_\_\_  
Brian Woods  
Superintendent  
Northside Independent School District

  
\_\_\_\_\_  
Date

**CITY OF SAN ANTONIO**

\_\_\_\_\_  
Erik Walsh  
City Manager

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew Segovia  
City Attorney



**Interlocal Agreement Between  
The City of San Antonio  
and  
South San Antonio Independent School District**

This Interlocal Agreement ("Agreement") is entered into between South 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**

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.

## **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.
- 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.



#### **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.
- 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:**

Dr. Marc Puig  
Superintendent  
South San Antonio  
Independent School District  
1450 Gillette Blvd.  
San Antonio, TX 78224

##### **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.

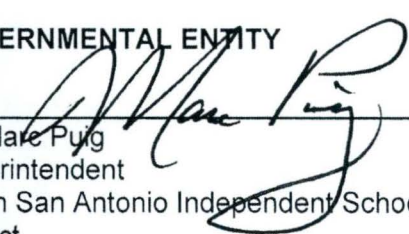
#### **X. No Indemnification by Parties**

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.

#### **GOVERNMENTAL ENTITY**

  
\_\_\_\_\_  
Dr. Marc Puig  
Superintendent  
South San Antonio Independent School  
District

8-27-21  
\_\_\_\_\_  
Date

#### **CITY OF SAN ANTONIO**

\_\_\_\_\_  
Erik Walsh  
City Manager

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew Segovia  
City Attorney

**Interlocal Agreement Between  
The City of San Antonio  
and  
Southwest Independent School District**

This Interlocal Agreement ("Agreement") is entered into between Southwest 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 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.

## **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.
- 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.

#### **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.
- 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:**

Lloyd Verstuyft  
Superintendent  
Southwest Independent School District  
11914 Dragon Lane  
San Antonio, TX 78253

**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**

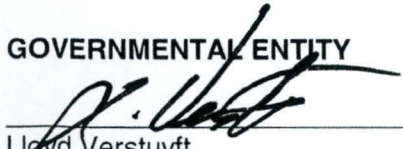


Governmental Entity and City acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 *et. seq.* and the remedies authorized therein regarding 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.

#### **GOVERNMENTAL ENTITY**

  
\_\_\_\_\_  
Lloyd Verstuyft  
Superintendent  
Southwest Independent School District

Date

  
\_\_\_\_\_  
9/16/21

#### **CITY OF SAN ANTONIO**

\_\_\_\_\_  
Erik Walsh  
City Manager

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew Segovia  
City Attorney

**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



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

This Interlocal Agreement ("Agreement") is entered into between East Central 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 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.

## **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.
- 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.

#### **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.
- 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:**

Roland Toscano  
Superintendent  
East Central Independent School District  
6634 New Sulpher Springs Road  
San Antonio, TX 78263

##### **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.

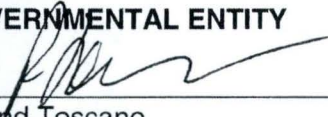
#### **X. No Indemnification by Parties**

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.

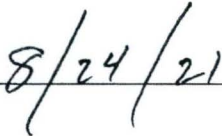
#### **XI. Entire Agreement**

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.

#### **GOVERNMENTAL ENTITY**

  
\_\_\_\_\_  
Roland Toscano  
Superintendent  
East Central Independent School District

Date

  
\_\_\_\_\_  
8/24/21

#### **CITY OF SAN ANTONIO**

\_\_\_\_\_  
Erik Walsh  
City Manager

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew Segovia  
City Attorney

**Interlocal Agreement Between  
The City of San Antonio  
and  
Judson Independent School District**

This Interlocal Agreement ("Agreement") is entered into between Judson 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**

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.

## **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.
- 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.

#### **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.
- 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:**

Dr. Jeanette Ball  
Superintendent  
Judson Independent School District  
8012 Shin Oak  
Live Oak, TX 78233

##### **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**

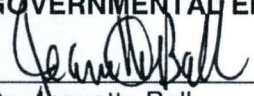


Governmental Entity and City acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 *et. seq.* and the remedies authorized therein regarding 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.

#### **GOVERNMENTAL ENTITY**

  
\_\_\_\_\_  
Dr. Jeanette Ball  
Superintendent  
Judson Independent School District

9-16-2021  
\_\_\_\_\_  
Date

#### **CITY OF SAN ANTONIO**

\_\_\_\_\_  
Erik Walsh  
City Manager

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew Segovia  
City Attorney

**Interlocal Agreement Between**  
**The City of San Antonio**  
**and**  
**Southside Independent School District**

This Interlocal Agreement ("Agreement") is entered into between Southside 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 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.

## **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.
- 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.



#### **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.
- 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:**

Rolando Ramirez  
Superintendent  
Southside Independent School District  
1460 Martinez Loysoya Road  
San Antonio, TX 78221

**If to the City:**

Claude A. Jacob, DrPH(c), MPH  
Health Director  
San Antonio Metropolitan Health District  
100 W Houston, 8<sup>th</sup> 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.

#### **GOVERNMENTAL ENTITY**

  
\_\_\_\_\_  
Rolando Ramirez  
Superintendent  
Southside Independent School District

\_\_\_\_\_  
Date

09-13-2021

#### **CITY OF SAN ANTONIO**

\_\_\_\_\_  
Erik Walsh  
City Manager

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew Segovia  
City Attorney