



## SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

### Agenda Item Summary

Meeting Date: June 27, 2016

Purpose: ☐ Report Only ☐ Recognition ☒ Discussion/ Possible Action

Presenter(s):

Item Title:

Discussion and possible action to approve the Inter Local Agreement between the City of San Antonio (COSA) and South San Antonio ISD for the COSA Public Health Emergency Preparedness (PHEP) Division activities response.

Description:

District Goal:

Select a Goal

Funding Budget Code and Amount:

CFO Approval

APPROVAL ROUTE

SIGNATURE

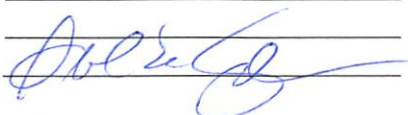
DATE

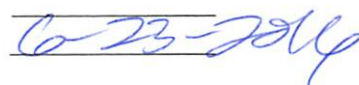
Principal/Director:

Executive Director:

Chief Administrator:

Superintendent:





City of San Antonio Metropolitan Health District

Public Health Emergency Preparedness

2509 Kennedy Circle, Bldg. 125

San Antonio, TX 78223

June 22, 2016

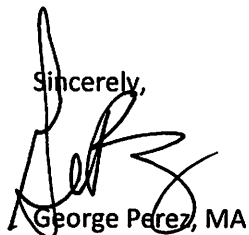
RE: Inter Local Agreement between the City of San Antonio and South San Antonio Independent School District

This confirms conversations between the City of San Antonio (COSA) and South San Antonio Independent School District, of our wish to use South San Antonio Independent School District as a clinical site, POD site, etc. for the COSA Public Health Emergency Preparedness (PHEP) Division activities response.

Enclosed are three copies of standard affiliation agreement used by the COSA to be signed by you. After all signatures are affixed, a copy will be returned to you and the agreement will be deemed effective for a five year period.

We thank you in advance of our continued collaboration in our public health mission. Should you have any questions regarding anything contained in this letter, or within the enclosed agreement, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'George Perez', is written over the word 'Sincerely,'. The signature is stylized with a large, looping 'G' and 'P'.

Sr. Management Analyst

SNS Coordinator

Public Health Emergency Preparedness

(210) 207-2145 Office

(210) 685-7360 Cell

**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**

The SAMHD 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 immunize or otherwise treat all or large numbers of people in the area served by the Governmental Entity and the City on behalf of the SAMHD. 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 by the Health Authority for the SAMHD; 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, 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.

## **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.

## **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:**

Abelardo Saavedra  
Superintendent  
South San Antonio Independent School District  
5622 Ray Ellison Blvd  
San Antonio, TX 78242

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

Dr. Vincent R. Nathan  
Interim Director of Health  
San Antonio Metropolitan Health District  
111 Soledad Suite 1000  
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. 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.



**GOVERNMENTAL ENTITY**

Abelardo Saavedra  
Superintendent  
South San Antonio Independent School District

Date

**CITY OF SAN ANTONIO**

Erik Walsh  
Deputy City Manager

Date

APPROVED AS TO FORM:

Martha G. Sepeda  
Acting City Attorney