

AN ORDINANCE 2016-10-20-0822

AUTHORIZING THE RENEWAL OF INTERLOCAL AGREEMENTS FOR A TERM OF FIVE (5) YEARS WITH THE FOLLOWING INDEPENDENT SCHOOL DISTRICTS: SAN ANTONIO, EDGEWOOD, SOUTHSIDE, NORTHSIDE, SOUTH SAN ANTONIO, NORTH EAST, JUDSON, EAST CENTRAL, SOUTHWEST, ALAMO HEIGHTS, AND HARLANDALE, TO USE THEIR FACILITIES FOR THE PURPOSE OF IMMUNIZING AND PROVIDING MEDICATIONS TO THE RESIDENTS OF BEXAR COUNTY IN THE EVENT OF A PUBLIC HEALTH EMERGENCY.

* * * * *

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 her designee or the Director of the San Antonio Metropolitan Health District (SAMHD) or his designee is authorized to execute renewal Interlocal Agreements with the following Independent School Districts: San Antonio, Edgewood, Southside, Northside, South San Antonio, North East, Judson, East Central, Southwest, Alamo Heights, and Harlandale, 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 Director of Finance, City of San Antonio. The Director of Finance 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 20th day of October, 2016.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

City Attorney

Agenda Item:	19 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 18, 19, 20, 23)						
Date:	10/20/2016						
Time:	09:27:27 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the renewal of Interlocal Agreements for a term of five years with the following Independent School Districts: San Antonio, Edgewood, Southside, Northside, South San, North East, Judson, East Central, Southwest, Alamo Heights, and Harlandale, to use their facilities for the purpose of immunizing and providing medications to the residents of Bexar County in the event of a public health emergency. [Erik Walsh, Deputy City Manager; Vincent R. Nathan, PhD, MPH, Interim Health Director]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x			x	
Alan Warrick	District 2		x				x
Rebecca Viagran	District 3	x					
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

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

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

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.
- 4) In the event that funds are made available to the City for reimbursement by the State of Texas, a state agency, the federal government, or a federal agency, for actions taken directly related to this Agreement, the City will be responsible for reimbursing Governmental Entity for allowable costs incurred by the Governmental Entity under this Agreement, as evidenced by a written Agreement mutually agreed upon by the Parties and approved by the City Council for the City of San Antonio.
- 5) Should funds from an outside source, as identified in Section III. 4 above, not be made available to City, City shall consider and use best efforts to reimburse Governmental Entity for allowable costs subject to review and approval by City's Office of Management and Budget and authorization by City Council via Ordinance. Governmental Entity agrees and understands that failure by the City to appropriate funding for reimbursement is not and will not be considered a breach of this Agreement.

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) Governmental Entity is responsible for the acts and negligence of its employees or volunteers, under state and federal law.

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:

Pedro Martinez
Superintendent
San Antonio Independent School District
141 Lavaca
San Antonio, TX 78210

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

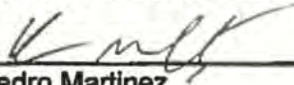
The City and the Governmental Entity agree that any payment by either party for the performance of Governmental functions or services must be made from current revenues available to the paying party.

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.

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.

GOVERNMENTAL ENTITY



Pedro Martinez
Superintendent
San Antonio Independent School District

Date

8-1-16

CITY OF SAN ANTONIO

Erik Walsh
Deputy City Manager

Date

APPROVED AS TO FORM:

Martha G. Sepeda
Acting 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

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:

Sylvester Perez
Superintendent
Edgewood Independent School District
5358 W. Commerce Street
San Antonio, TX 78237

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



Sylvester Perez
Superintendent
Edgewood Independent School District

6/29/16

Date

CITY OF SAN ANTONIO

Erik Walsh
Deputy City Manager

Date

APPROVED AS TO FORM:

Martha G. Sepeda
Acting 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

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:

Mark E. Eads
Superintendent
Southside Independent School District
1460 Martinez Losoya Road
San Antonio, TX 78221

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



Mark E. Eads
Superintendent
Southside Independent School District

6-26-16
Date

CITY OF SAN ANTONIO

Erik Walsh
Deputy City Manager

Date

APPROVED AS TO FORM:

Martha G. Sepeda
Acting 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

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:

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

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.

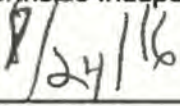
VIII. No Indemnification by Parties

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



Brian Woods
Superintendent
Northside Independent School District



Date

CITY OF SAN ANTONIO

Erik Walsh
Deputy City Manager

Date

APPROVED AS TO FORM:

Martha G. Sepeda
Acting 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

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

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 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 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.

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 Gottardy, Ed D
Interim Superintendent
North East Independent School District
8961 Tesoro Drive
San Antonio, TX 78217

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



Dr. Brian Gottardy
Superintendent
North East Independent School District

6-28-16
Date

CITY OF SAN ANTONIO

Erik Walsh
Deputy City Manager

Date

APPROVED AS TO FORM:

Martha G. Sepeda
Acting 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

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:

Dr. Carl Montoya
Superintendent
Judson Independent School District
8012 Shin Oak
San Antonio, TX 78233

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

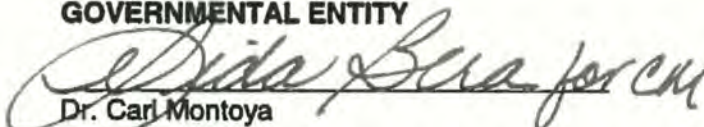
VII. Payment

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


Dr. Carl Montoya
Superintendent
Judson Independent School District

8-1-14
Date

CITY OF SAN ANTONIO

Erik Walsh
Deputy City Manager

Date

APPROVED AS TO FORM:

Martha G. Sepeda
Acting 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

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:

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

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

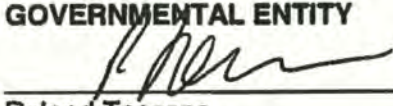
VII. Payment

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



Roland Toscano
Superintendent
East Central Independent School District

Date

6/27/10

CITY OF SAN ANTONIO

Erik Walsh
Deputy City Manager

Date

APPROVED AS TO FORM:

Martha G. Sepeda
Acting 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

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:

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

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

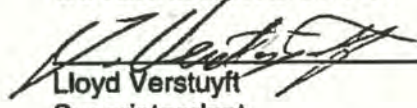
VII. Payment

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



Lloyd Verstuyft
Superintendent
Southwest Independent School District

Date



7/26/12

CITY OF SAN ANTONIO

Erik Walsh
Deputy City Manager

Date

APPROVED AS TO FORM:

Martha G. Sepeda
Acting City Attorney

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 (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:

Kevin Brown, PhD
Superintendent
Alamo Heights Independent School District
7101 Broadway
San Antonio, TX 78209

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

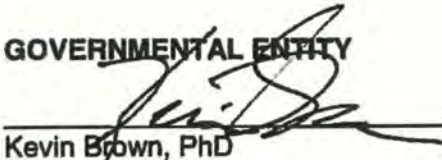
VII. Payment

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

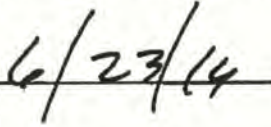
Governmental Entity and City acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 *et. seq.* and the remedies authorized therein regarding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

GOVERNMENTAL ENTITY



Kevin Brown, PhD
Superintendent
Alamo Heights Independent School District

Date



6/23/14

CITY OF SAN ANTONIO

Erik Walsh
Deputy City Manager

Date

APPROVED AS TO FORM:

Martha G. Sepeda
Acting 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

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:

Reynaldo Madrigal
Superintendent
Harlandale Independent School District
102 Genevieve Street
San Antonio, TX 78214

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

Reynaldo Madrigal
Reynaldo Madrigal
Superintendent
Harlandale Independent School District

7/11/16
Date

CITY OF SAN ANTONIO

Erik Walsh
Deputy City Manager

Date

APPROVED AS TO FORM:

Martha G. Sepeda
Acting City Attorney