

CONSENT AGENDA  
ITEM NO. 15

**CITY OF SAN ANTONIO  
INTERDEPARTMENTAL MEMORANDUM  
SAN ANTONIO METROPOLITAN HEALTH DISTRICT**

**TO:** Mayor and City Council

**FROM:** Fernando A. Guerra, MD, MPH, Director of Health

**THROUGH:** Terry M. Brechtel, City Manager

**COPIES:** Frances A. Gonzalez, Assistant City Manager; City Attorney's Office; Human Resources Department; External Relations Department; Project; File

**SUBJECT:** AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH EACH BEXAR COUNTY INDEPENDENT SCHOOL DISTRICT INDIVIDUALLY FOR EMERGENCY PREPAREDNESS

**DATE:** May 13, 2004

**SUMMARY AND RECOMMENDATIONS**

This ordinance authorizes the City Manager to execute an Interlocal Agreement with each Bexar County Independent School District individually to make their facilities available to the San Antonio Metropolitan Health District (SAMHD) in the event of a public health emergency.

Staff recommends approval.

**BACKGROUND INFORMATION**

The SAMHD provides comprehensive public health services to protect the health of all residents within the jurisdiction of the District. In the event of a public health emergency that may result from natural or manmade causes, the SAMHD may be required to immunize or treat large numbers of people. Prior public health experience with mass immunizations has shown that schools are well suited to this activity because their location is well known to many individuals within the community, they have large assembly areas, and they have other necessary facilities such as refrigeration and restrooms. SAMHD has concluded that each Bexar County Independent School District individually possesses facilities that may be vital in the event of a public health emergency. Each Bexar County Independent School District individually desires to cooperate in this effort, and wishes to make its facilities available for purposes as set out in the Interlocal Agreement.

## **POLICY ANALYSIS**

This proposed Interlocal Agreement is consistent with similar intergovernmental arrangements that coordinate the use of public resources for the benefit of City and County residents.

## **FISCAL IMPACT**

This ordinance will place no demands on the City General Fund.

## **COORDINATION**

The City Attorney's Office and the Human Resources Department, Risk Management Division have reviewed and approved the Interlocal Agreement (See Attachment I) that will be executed with each Bexar County Independent School District (See Attachment II) individually.

The External Relations Department has been apprised of this effort and is available to lend support as needed.

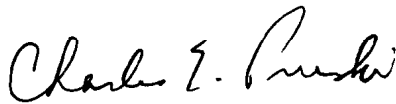
## **SUPPLEMENTARY COMMENTS**

Provisions of the Ethics Ordinance do not apply.

Attachments:

Attachment I: Interlocal Agreement

Attachment II: Bexar County Independent School District Listing



Fernando A. Guerra, MD, MPH  
Director of Health



Frances A. Gonzalez  
Assistant City Manager

APPROVED:



Terry M. Brechtel  
City Manager

**Interlocal Agreement Between**  
**San Antonio Metropolitan Health District**  
**and**

\_\_\_\_\_  
**ISD**

This Interlocal Agreement (“Agreement”) is entered into between the \_\_\_\_\_ Independent School District (“District”), 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 treat all or large numbers of people in the area served by the District and the City on behalf of the SAMHD. Prior public health experience with mass immunizations has shown that schools are well suited to this activity because: 1) Their location is known to large numbers of individuals within the community; 2) They have large assembly areas, 3) They have other necessary facilities such as refrigeration and restrooms.

The City has concluded that the District possesses facilities that are qualified to serve if mass immunization or treatment is necessary. The District 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 or treatment, under the terms set out below. The District, 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 Public Health Director of the SAMHD; and
- 2) Classes are either not scheduled, or are canceled.

### **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. The Health Authority will provide written assurance of its safety for use as a school facility following its use.
- 4) The City is responsible for the acts and negligence of its employees or volunteers, under state and federal law.

### **IV. Term**

This agreement becomes effective when approved by the governing body of the District and the City. Either party may cancel it by giving thirty days notice to the other party; otherwise it remains in effect for one year, renewable annually by mutual agreement.

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 District:**

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**If to the City:**

Fernando A. Guerra, MD, MPH  
Director of Health  
SAMHD  
332 W. Commerce Suite 307  
San Antonio, Texas 78205  
210-207-8731

**Name and physical location of the school selected:**

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**School Contact Information:**

**Name:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**24/7 Contact phone number:** \_\_\_\_\_

**24/7 Name and position:** \_\_\_\_\_

**DISTRICT**

\_\_\_\_\_

\_\_\_\_\_  
District Signature/Title

\_\_\_\_\_  
Date

**CITY OF SAN ANTONIO**

\_\_\_\_\_  
Frances A. Gonzalez  
Assistant City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Yolanda L. Ledesma  
Acting City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew Martin  
City Attorney

## **Bexar County Independent School District Listing**

Alamo Heights Independent School Distirct  
Boerne Independent School Distirct  
Comal Independent School Distirct  
East Central Independent School Distirct  
Edgewood Independent School Distirct  
Fort Sam Houston Independent School Distirct  
Harlandale Independent School Distirct  
Judson Independent School Distirct  
Lackland Independent School Distirct  
Medina Valley Independent School Distirct  
North East Independent School Distirct  
Northside Independent School Distirct  
Randolph Field Independent School Distirct  
San Antonio Independent School Distirct  
Schertz-Cibolo-Universal City Independent School Distirct  
Somerset Independent School Distirct  
South San Antonio Independent School Distirct  
Southside Independent School Distirct  
Southwest Independent School Distirct