

## ORDER OF COMMISSIONERS COURT

### Authorizing Interlocal Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on \_\_\_\_\_, 2024 with all members present except \_\_\_\_\_.

A quorum was present. Among other business, the following was transacted:

### **ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND HARRIS COUNTY EMERGENCY SERVICES DISTRICT 6 (“HCESD 6”)**

Commissioner \_\_\_\_\_ introduced an order and moved that Commissioners Court adopt the order. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted is as follows:

IT IS ORDERED that the County Judge of Harris County is hereby authorized to execute, for and on behalf of Harris County, the Agreement between Harris County and Harris County Emergency Services District 6 to provide a mass prophylaxis closed point of dispensing (“Closed Pod”) to dispense medications and supplies to identified HCESD 6 employees, contractors, and their immediate family members. The Agreement is incorporated herein as though fully set forth word-for-word. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

**INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND HARRIS COUNTY  
EMERGENCY SERVICES DISTRICT 6**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This Interlocal Agreement (the "Agreement") is made and entered into by and between Harris County (the "County"), a body corporate and politic under the laws of the State of Texas, acting by and through Harris County Public Health ("Department"), and Harris County Emergency Services District 6 ("HCESD 6"), pursuant to the authority granted and in compliance with the provisions of the "Interlocal Cooperation Act," Texas Government Code, Ch 791 *et. seq.* The County and Contractor are referred to herein collectively as the "Parties" and individually as a "Party."

**RECITALS:**

Harris County, acting through Harris County Public Health ("HCPH"), participates in the Strategic National Stockpile ("SNS"), which includes medications and medical supplies.

Harris County desires to collaborate with Harris County Emergency Services District 6 ( "HCESD 6") to enhance Harris County's ability to respond to a catastrophic incident or other communicable threat.

Harris County and HCESD 6 desire to enter into an agreement for a mass prophylaxis closed point of dispensing ("Closed Pod") to dispense medications and supplies to identified HCESD 6 employees, contractors, and their immediate family members.

Harris County finds that an agreement with HCESD 6 for a Closed Pod serves a public purpose of Harris County.

**NOW, THEREFORE**, the County and HCESD 6 in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

**TERMS:**

**I. Purpose**

To establish a cooperative agreement between the County and HCESD 6 to provide employees, contractors, and their immediate families with prophylaxis, vaccinations, or other related medical supplies or services in the event of a public health emergency as defined by local, state or federal governments. County will follow federal or state guidelines for phased allocation of vaccines or oral medical countermeasures if directed by federal or state government due to limited supplies.

By participating in the Closed Pod, the Parties will provide a valuable service to the employees and their families and the overall community.

## **II. Definitions**

**Public Health Emergency:** refers to any event, natural or manmade, that requires immediate public health intervention as defined by local, state or federal governments .

**Mass prophylaxis:** refers to the administration of health interventions including antibiotics, vaccines, and/or antidotes to large numbers of persons to provide protection against disease and/or to prevent the spread of disease in the community.

**Critical Infrastructure/Employee/Volunteer:** refers to a person in the service of HCESD 6 either directly as an employee, volunteer, or part of a government critical infrastructure that provides emergency services or supports government continuity of operation.

**Immediate Family:** refers to a direct / immediate member of the family living within the same household as the employee.

## **III. Responsibilities of Harris County Emergency Services District 6**

1. Mass dispenses to Employees/Contractors/Volunteers and their immediate family members during a public health emergency at HCESD 6 site in Houston, Texas.
2. Attend Harris County Public Health planning meetings when requested at an agreed schedule and meeting place.
3. Attend Harris County Public Health training meetings and cooperate in training HCESD 6 employees, when appropriate, to understand the contraindications, precautions, and administration of mass prophylaxis according to established Harris County Public Health protocol.
4. Provide and maintain an agency Primary Contact to oversee operations of the organization or entities Pharmaceutical Dispensing Plan.
5. Provide and maintain a Plan Contact to coordinate the dispensing operations at the organization or entity site as well as coordinate additional trainings, if needed, at the Houston, Texas site.
6. Provide and maintain a Medical Contact (on staff at the Houston, Texas site and available 24/7) who will organize, coordinate, and oversee the dispensing of medications at the Houston, Texas site.
7. Ensure that all employees involved in the administration of medication will first be provided the treatment themselves, if indicated. Furthermore, the decision as to the number or employees, volunteers, or contractors working for HCESD 6 who will subsequently

receive the medication will be decided by Harris County Public Health Preparedness & Response Division and HCESD 6. The method, manner, and order of treatment will be coordinated with Harris County Public Health Preparedness & Response Division and HCESD 6.

8. Maintain documentation of any materials or supplies consumed in this effort. If applicable, during a federally declared disaster, reimbursement for the cost of those materials can be made according to federal guidelines.
9. Return all unused portions of the supplies, chemoprophylaxis, and / or vaccines to the Harris County, acting through Harris County Public Health.
10. Provide to Harris County Public Health a record of those who received the medications and /or vaccinations. When appropriate Harris County Public Health will provide the necessary forms/software for tracking this information.

#### **IV. Duration of the Agreement**

The term of this Agreement shall begin upon the execution of the Parties, unless earlier terminated in accordance with the provisions hereof. The Parties may, by mutual written agreement, before the expiration of this Agreement, extend the term of this Agreement for four (4) additional one (1) year periods (each a "Renewal Term") subject to continued funding. This Agreement will not automatically renew.

Either Party may terminate this Agreement without cause, prior to the expiration of the term set forth above, upon thirty (30) days written notice to the other Party.

#### **V. Amendments**

This Agreement may be amended by written agreement of both parties.

#### **VI. Points of Contact**

##### **For Harris County Public Health:**

Primary Contact: Michael "Mac" McClendon, Director  
Public Health Preparedness & Response Division  
1111 Fannin St.  
Houston, Texas 77002

##### **For HCESD 6:**

Primary Contact: Roland Hobbs, Director of Operations  
Harris County Emergency Services District 6  
332 Freeport St.

Houston, Texas 77015

#### **VII. Notice**

All notices, requests, demands and other communications under this Agreement must be in writing and will be deemed to have been duly given (i) if delivered by hand and receipted for by the Party to whom said notice or other communication will have been directed, or (ii) mailed by certified or registered mail with postage prepaid, to the parties at the following addresses:

TO THE COUNTY: Harris County Public Health  
PHPR Division  
1111 Fannin St.  
Houston, Texas 77002  
Attention: Mac McClendon

TO HCESD 6: Harris County Emergency Services District 6  
332 Freeport St.  
Houston, Texas 77015  
Attention: Roland Hobbs

These addresses may be changed upon giving prior written notice of the change.

#### **VIII. Governing Law**

This Agreement shall be interpreted under the laws of the State of Texas. Exclusive venue for any cause of action arising out of or in relation to this Agreement is in Harris County, Texas.

#### **IX. No County Funds**

Prior to execution of this Agreement, Harris County has advised HCESD 6 that Harris County has certified no funds under this Agreement, and HCESD 6 shall have no cause of action whatsoever for money against Harris County arising out of or in relation to this Agreement. Neither HCESD 6 nor Harris County assumes liability for any claims, demands, expenses, liabilities, or losses arising out of or in relation to this Agreement.

#### **X. No Third-Party Beneficiaries**

Neither Party hereto shall sell, assign, or transfer any of its rights or obligations under this Agreement in whole or in part, without the prior written consent of the other Party. This Agreement shall bind and benefit the County and HCESD 6, and shall not bestow any rights upon any third party.

## **XI. Liabilities of the Parties**

To the extent allowed by law, each Party shall be responsible for all claims and liability due to the activities of the Party's employees, officials, agent or subcontractors arising out of or under this Agreement and which result from any act, error, or omission, intentional tort, intellectual property infringement, or failure to pay a vendor, committed by the Party or its employees, officials, agents, consultants under contract, or any other entity over which it exercises control, to the extent permitted by law.

## **XII. No Personal Liability; No Waiver of Immunity**

A) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.

B) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.

C) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.

D) The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

## **XIII. Independent Parties**

This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Neither Party has the authority to bind or otherwise obligate the other Party orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and HCESD 6.

## **XIV. Entire Agreement; Multiple Counterparts**

This instrument contains the entire Agreement between the Parties relating to the rights granted and the obligation assumed. Any modifications concerning this Agreement are of no force and effect unless in writing and executed by both Parties.

This Agreement may be executed in multiple counterparts, each having equal force and effect of an original. This Agreement shall become binding and effective only after it has been authorized and approved by the governing bodies of each governmental entity, as evidenced by the signature of the appropriate authority.

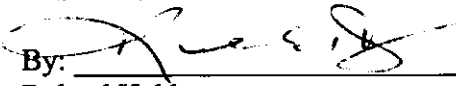
**[Execution Page to Follow]**

IN WITNESS WHEREOF, this instrument has been executed on behalf of Harris County by a duly authorized representative of Harris County, and on behalf of HCESD 6 by a duly authorized representative of HCESD 6.

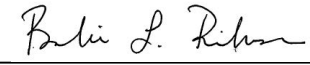
**HARRIS COUNTY**

By: \_\_\_\_\_  
Lina Hidalgo  
County Judge  
Date Signed: \_\_\_\_\_

**HARRIS COUNTY EMERGENCY SERVICES  
DISTRICT 6**

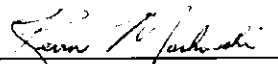
By:  \_\_\_\_\_  
Roland Hobbs  
Director of Operations  
Date Signed: 1-10-2024

Approved:

By:  \_\_\_\_\_  
Barbie L. Robinson, MPP, JD, CHC  
Executive Director  
Harris County Public Health

Date: 1/18/2024

APPROVED AS TO FORM:  
CHRISTIAN D. MENEFE  
COUNTY ATTORNEY

By:  \_\_\_\_\_  
Kevin G. Markowski  
Assistant County Attorney  
CAO File: 23GEN3588