

**INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND THE CITY OF
TOMBALL**

This Agreement is made and entered by **Harris County** (“County”), a body corporate and politic under the laws of the State of Texas, and the **City of Tomball, Texas** (“Tomball”), a home-rule municipality.

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 **Tomball** to enhance Harris County’s ability to respond to a catastrophic incident or other communicable threat.

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

Harris County Commissioners Court finds that an agreement with **Tomball** for a Closed Pod serves a public purpose of Harris County.

NOW, THEREFORE, Harris County and Tomball in consideration of the premises, mutual covenants, provisions, and representations contained herein, constituting good and valuable consideration, and pursuant to Texas Government Code Chapter 791 (“Interlocal Cooperation Act”), hereto agree as follows:

TERMS:

I. Purpose

To establish a cooperative agreement between Harris County, acting through Harris County Public Health, and **Tomball** 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. Harris County, acting through Harris County Public Health, and **Tomball** agree to the following terms, conditions, and responsibilities expressed in this agreement. HCPH 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.

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 **Tomball** either directly as an employee, volunteer, part of a government critical infrastructure **Tomball** 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 Tomball

1. Mass dispenses to Employees/Contractors/Volunteers and their immediate family members during a public health emergency in **Tomball** at the Tomball, Texas site.
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 **Tomball** 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 Tomball, Texas site.
6. Provide and maintain a Medical Contact (on staff at the Tomball, Texas site and available 24/7) who will organize, coordinate, and oversee the dispensing of medications at the Tomball, 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 who will subsequently receive the medication is to be decided by **Tomball**; additionally, the method, manner, and order of treatment will be coordinated with Harris County Public Health Preparedness & Response Division and **Tomball**.
8. Maintain documentation of any labor, materials or supplies expended or consumed in this effort.

9. Return all unused portions of the supplies, chemoprophylaxis, and/or vaccines to Harris County, acting through Harris County Public Health.
10. Provide to Harris County Public Health a record of those individuals 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

This Agreement shall remain in place for twelve (12) months from the date of signing and automatically renew annually unless otherwise agreed in writing by both parties. This Agreement may be terminated at any time with or without cause, with sixty (60) days' advanced written notification by either party. This Agreement becomes effective when executed by **Tomball** and Harris County. This Agreement shall be of no force or effect until approved in writing by the Executive Director of Harris County Public Health and **Tomball** management.

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
Phone: (832) 927-7524
E-Mail: michael.mcclendon@phs.hctx.net

For Tomball:

Primary Contact: Joe Sykora, Fire Chief
401 Market St.
Tomball, Texas 77375
Phone: (281) 290-1063
E-Mail: jsykora@tomballtx.gov

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 THE CITY OF TOMBALL, TEXAS:

City of Tomball, Texas
401 Market St.
Tomball, Texas 77375
Attention: David Esquivel, P.E., City Manager

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

[EXECUTION PAGE FOLLOWS]

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 **Tomball** by a duly authorized representative of **Tomball**.

HARRIS COUNTY

CITY OF TOMBALL, TEXAS

By: _____
Lina Hidalgo
County Judge
Date Signed: _____

By: _____
David Esquivel, P.E.
City Manager
Date Signed: _____

Approved:

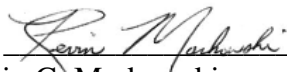
By: _____
Barbie L. Robinson, MPP, JD, CHC
Executive Director
Harris County Public Health

By: _____

Date Signed: _____

Date: _____

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By:  _____
Kevin G. Markowski
Assistant County Attorney
CAO File: 24GEN0263

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 THE CITY OF TOMBALL, TEXAS**

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 the City of Tomball, Texas to provide a mass prophylaxis closed point of dispensing (“Closed Pod”) to dispense medications and supplies to identified Tomball 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.