

**Interlocal Agreement between the
City of Oyster Creek and the
Brazoria County Health Department**

This Interlocal Agreement ("Agreement") is entered into between the City of Oyster Creek ("City/Town/Village"), and the Brazoria County Health Department ("Department"). The Department is a Local Health Department under Chapter 121 of the Health and Safety Code. The Interlocal Cooperation Act, Government Code Chapter 791, governs this Agreement. *This agreement has been approved by a separate order of the Brazoria County Commissioners Court Being Order No. _____, dated _____, ²⁰²⁵~~2024~~ and of the City of Oyster Creek dated July 29, 2024.*

I. Purpose

Under a grant from the Texas Department of Health, the Department is required to plan and prepare for a public health emergency which 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 City/Town/Village and Department. It is the desire of the Department to provide such immunization or treatment to the First Responders within the City/Town/Village or at identified adjacent areas (to be determined based on resource requirements and precipitating event type/location) prior to the general public. The City/Town/Village will identify First Responders and critical staff and families that will be provide SNS Medical Countermeasures and or Vaccines. The City/Town/Village will report these numbers to the Department annually.

If the Department has concluded that the City/Town/Village possesses facilities that are qualified to serve as a Staff Medication Station (SMS) if immunization or treatment is necessary for First Responders, and the City/Town/Village desires to be as helpful as possible in the event of a public health emergency, the City/Town/Village herein agrees to make its law enforcement facilities available for purposes of First Responder immunization or treatment under the terms set out below. The City/Town/Village and the Department have concluded that this contemplated use of the facilities is a "governmental function" as defined in the Interlocal Agreement Act, *Texas Government Code §791.003(D)*

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II. Public Health Emergency**

This agreement will go into effect only if:

- 1) The Commissioner of Health or the local health authority declares that large scale immunization or treatment is necessary as a control measure for an outbreak of communicable disease;
- 2) The parties shall agree to the location of the facility or facilities to be utilized pursuant to this agreement and the extent to which each such facility shall be utilized concurrently or prior to any control measure declaration being made.
- 3) The Department has the necessary stock pile of medications.

III. Obligations of the Department

- 1) The Department will supply or arrange for all equipment, vaccine, and medicine necessary to administer the vaccine or medication to City/Town/Village staff, first responders, and City/Town/Village population at a distribution site of the Department's choosing based on resources available and nature of the precipitating event.
- 2) The Department will be responsible for disposal of medical waste and disinfection at the chosen facility following its use for the emergency. The health authority will provide written assurance of its safety for use as a law enforcement facility following its use.
- 3) The Department is responsible for the acts and negligence of its employees or volunteers, under state and federal law; provider, however, that pursuant to section 421.062 (b)(1) of the Texas Government Code the Department is not responsible for any civil liability that arises from the furnishing of a service under this Interlocal contract.
- 4) The Department will be responsible for any damage to property belonging to the City/Town/Village as a result of its use during the public health emergency, and to the extent they can be determined, costs for utilities described in section IV below. This compensation is mutually agreed to be "an amount that fairly compensates the performing party" as stated in the Interlocal Cooperation Act. The amounts to be paid to the City/Town/Village will be paid from current revenues available to the Department.

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IV. Obligations of the City

- 1) The City/Town/Village will be provided an allotment of oral medication and will be responsible for the dispensing of said medication to their employees, contractors, and families and BCPH will provide information of the location to acquire sufficient medication (location may or may not be within the bounds of the City/Town/Village itself and may be located in an adjacent City/Town/Village) to the City/Town/Village.
- 2) If the City/Town/Village is selected as a distribution site by BCPH, the City/Town/Village is responsible for allowing the use of the facility normally associated with its use as a law enforcement facility or at another facility acceptable to both parties. The City/Town/Village is responsible for providing use of all rooms, fixtures, and equipment existing at the facility that is necessary for on-site use during the period of the emergency.
- 3) If the City/Town/Village is selected as a distribution site by BCPH, the City/Town/Village 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) If the City/Town/Village is selected as a distribution site by BCPH, the City/Town/Village will supply or arrange for all equipment and personnel necessary for staffing, security, crowd control and other tasks.
- 5) The City/Town/Village will provide the Department with the number of First Responders needing treatment to the distribution site (distribution location may or may not be within the bounds of the City/Town/Village itself and may be located in an adjacent City/Town/Village).
- 6) The City/Town/Village will obtain all medications from the Department at its location at 1524 E. Mulberry, Angleton, Texas, or at another location as specified by the Department.
- 7) The City/Town/Village will return all undistributed medication to the Department.
- 8) If the City/Town/Village has been issued a POD-trailer, the City/Town/Village will utilize POD-trailer resources as needed to assist with these efforts during an emergency, and will maintain and account for the POD-trailer itself and all items secured therein in accordance with property inventory and signed agreements; *DA-form 2062 and signed agreements attached if relevant.*

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V. Term**

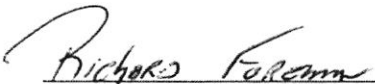
This agreement becomes effective when approved by the governing body of the City/Town/Village and Department. It may be canceled by either party by giving thirty days' notice to the other party, otherwise it remains in effect for five years and may be renewed by mutual agreement.



Authorized Signature for City of Oyster Creek

7-29-24

Date



Richard Foreman

City of Oyster Creek

L.M. "Matt" Sebesta, Jr.
County Judge

Date

Cathy Sbrusch, RN,BSN,CIC
Director of Public Health Services
Brazoria County Health Department

Date