



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		November 24, 2014		
Department:		Fire		
Department Head		Brian A. Crawford		
Agenda Coordinator (include phone #): Cynthia Morgan (ext. 7164)				
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between City of Plano and Collin County, acting through the Collin County Department of Homeland Security/Collin County Health Care Services for Medical Countermeasures for Closed Point of Dispensing ("POD"); authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2014-2015	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
<p>COMMENTS: Fiscal impact is not determinable at this time; it will depend on the nature, number, and duration of each incident.</p> <p>STRATEGIC PLAN GOAL: Interlocal agreements relate to Financially Strong City with Service Excellence, Safe Large City, and Partnering for Community Benefit.</p>				
SUMMARY OF ITEM				
<p>Collin County has concluded that the City has the facilities and personnel necessary to be a Closed POD site for the dispensing of medical countermeasures to City employees and family members in the case of an emergency caused by bioterrorism, pandemic influenza, or a highly fatal infectious agent or biological toxin. There shall be no fee or compensation owed by City, County, or Department under this Agreement.</p> <p>This Agreement is effective when approved by the governing bodies of the City and the County and will remain in effect indefinitely.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution and Interlocal Agreement			n/a	

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between City of Plano and Collin County, acting through the Collin County Department of Homeland Security/Collin County Health Care Services for Medical Countermeasures for Closed Point of Dispensing ("POD"); authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the City Council has been presented a proposed Interlocal Cooperation Agreement for Medical Countermeasures for Closed Point of Dispensing ("POD") by and between Collin County acting through the Collin County Department of Homeland Security/Collin County Health Care Services and the City of Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his designee shall be authorized to execute it on behalf of the City of Plano.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager or his designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

Section III. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this 24th day of November, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

STATE OF TEXAS §
§
COLLIN COUNTY §

**INTERLOCAL AGREEMENT FOR
MEDICAL COUNTERMEASURES FOR CLOSED POD**

This Interlocal Agreement (“Agreement”) is entered into between the City of Plano ("City") and Collin County ("County"), acting through the Collin County Department of Homeland Security/Collin County Health Care Services ("Department"). This Agreement becomes active when Strategic National Stockpile (“SNS”) assets are released from Department and accepted by the City for Closed POD operations. This Agreement authorizes the City to conduct mass dispensing operations using a Closed POD model, under the authority of and with consultation from Department.

I. Background and Purpose

Under a grant from the Centers for Disease Control and Prevention’s Office of Public Health Preparedness and Response (“CDC”), acting through the Texas Department of State Health Services (“DSHS”), the County is required to plan and prepare for a public health emergency in Collin County that may result from natural or man-made causes; The County will need private or closed organizations to serve as Closed Point of Dispensing ("Closed POD") sites in the event of emergency caused by bioterrorism, pandemic influenza, or a novel or highly fatal infectious agent or biological toxin.

Each Closed POD site reduces the strain on public Points of Dispensing (“Pull POD”), and allows the Closed POD to serve a smaller subset of County residents during a public health emergency; increasing the number of these sites will enable the County to provide medical countermeasures to larger numbers of people in a shorter amount of time; City Closed POD will provide for the dispensing of medical countermeasures to City employees and family members (“Members”); the County has concluded that City has the facilities and personnel necessary to be a Closed POD site; and this Agreement serves a public service.

II. Public Health Emergency

This Agreement becomes operational if:

- a. The applicable County or Department authority declares a public health emergency; and,
- b. The Local Health Authority, or designee, declares that large scale distribution of medical countermeasures is necessary as a control measure for an outbreak of one or more communicable diseases and/or other treatment associated with a natural or man-made disaster.

The onset of such a public health emergency (“public health emergency” or “emergency”) will be relayed by Department to City in a timely manner.

III. Closed POD Designation

In the event of a public health emergency, City agrees to: provide a Closed POD site location; to staff the site; and to dispense the prescribed prophylaxis to its Members using these staff and according to the City dispensing plan. City agrees to make its facilities and personnel available for mass dispensing to its Members as a Closed POD site according to the provisions in this Agreement. Medical countermeasure assets will come from available supply sources and will be provided at no cost to City and its Members.

IV. Department Obligations

In planning for, during, and after the conclusion of an emergency, Department will be obligated to:

- a. Assist City with preparing its site dispensing plan, including but not limited to supply lists, POD layouts, fact sheets, dispensing algorithms, etc.;
- b. Arrange for medical countermeasures and/or necessary medical supplies or equipment, if available, to the extent necessary to administer the medical countermeasure. Department will not be obligated to provide a complete POD kit or general dispensing supplies to City; Department will not be obligated to provide transportation of medical countermeasure assets, supplies, or equipment, or security thereof, from Department facilities to City for dispensing;
- c. Provide reasonable consultation and assistance, including such consultation and assistance as is needed for City to comply with Closed POD regulations, restrictions, or guidance imposed by DSHS, CDC, County, and other relevant policies;

- d. Make reasonable accommodations to provide City information about and/or status updates on a potential, new, or ongoing emergency, including updates and information that would appreciably impact the planning, response efforts, or health and safety of City;
- e. Make reasonable accommodations to train, or provide for training of, City staff to operate their dispensing site prior to an event and Just In Time (“JIT”) training;
- f. Collect any unused medical countermeasures, medical supplies, and/or medical documentation after an emergency has ceased. Transportation for these assets will be provided or arranged for by Department; and,
- g. Provide after-action and improvement consultation, as needed or requested.

V. City of Plano Obligations

In planning for, during, and after the conclusion of an emergency, City will be obligated to:

- a. Serve as a Closed POD location for its Employees during an emergency, acting on behalf of Department in such a response;
- b. Write a dispensing plan for the specific facility serving as dispensing site;
- c. Supply and arrange for all equipment and personnel necessary for staffing, security, dispensing, crowd/traffic control, transportation of assets, and other tasks necessary to dispense prophylaxis to Employees;
- d. Designate the following individuals and provide biannually updated contact information to Department, including telephone number and email address:
 - i. An administrator, who will serve as the primary point of contact to outside entities, including Department;
 - ii. A medical staff point of contact, who currently has a medical license in good standing;
 - iii. A security point of contact, who will interact with Department and any relevant law enforcement entities in safety and security planning;
 - iv. A staff liaison, who will coordinate City staff and training.
- e. Provide Department with an estimate of the number of Employees that would receive prophylaxis during an emergency, and will provide updates to that estimate as necessary or when requested by Department;
- f. Provide the personnel, equipment, transportation, and security personnel to take possession of medical countermeasure assets from Department at the designated pickup site;

- g. Designate one or more representatives who will have the authority to sign for receipt of medical countermeasures on behalf of City at the time of pickup from Department;
- h. Be responsible for proper disposal of medical waste; and,
- i. Be responsible for inventory management.

VI. Term

This Agreement becomes effective when approved by the governing bodies of City and the County and will remain in effect indefinitely. This Agreement may be terminated by either party at any time, with or without cause; however, the terminating party shall provide thirty (30) days written notice to the other party, according to provisions in Article X.

VII. Fee/Compensation

There shall be no fee or compensation owed by City, County, or Department under this Agreement.

VIII. Hold Harmless

Each party agrees to the extent authorized under the Constitution and the laws of the State of Texas to be fully responsible for any and all claims for damages, costs, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement, including but not limited to, its acts of negligence or omission in the performance of responsibilities under this Agreement. Each party, to the extent allowed by law and without waiving any rights, defenses, or protections provided therein, agrees to be responsible for its own acts of negligence.

Joint Liability. In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity or defense available to any Party individually under Texas law. City shall be responsible for its sole negligence. County shall be responsible for its sole negligence. Department shall be responsible for its sole negligence. The provisions of this section are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering

into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto. To the extent authorized under the Constitution and laws of the State of Texas, and without waiving sovereign immunity, each party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel rendered or performed pursuant to the terms and conditions of this Agreement. Each party agrees to obtain general liability, public official's liability, if applicable, or maintain a comparable self-insurance program.

IX. Assignability / Consent

Except as otherwise provided herein, or except as may be hereafter determined by the parties, no party to this Agreement may sell, assign, or transfer its interest in this Agreement, or any of its rights, duties, or obligations hereunder, without the prior written consent of the other party. Whenever the consent or the approval of a party is required herein, such a party shall not unreasonably withhold, delay, or deny such consent or approval.

X. Notice

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be by personal delivery; sent by registered mail or certified mail; or by U.S. Mail, return receipt requested, postage prepaid; to:

City:	Plano Fire-Rescue Brian Crawford, Fire Chief 1901 K Avenue Plano, Texas 75074
County:	Office of Homeland Security 4300 Community Avenue McKinney, Texas 75071

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt or other written evidence of receipt.

XI. Modification

No waiver or modification of this Agreement or of any covenant, condition, limitation herein contained will be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed by both parties. The parties further agree that the provisions of this Article will not be waived unless as herein set forth.

XII. Savings / Severability

In the event that any one or more of the provisions hereof contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XIII. Governing Law and Venue

This Agreement shall be construed under and governed by, and in accordance with the laws of the State of Texas, and all obligations of the parties hereto, created by this Agreement are performable in Collin County, Texas. Venue of any suit or cause of action under this Agreement shall lie exclusively in Collin County, Texas.

XIV. Entire Agreement

This Agreement and the exhibits attached thereto, if any, constitutes the entire Agreement among the parties hereto with respect to the subject matter hereof, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification, cancellation or alteration of the terms of this Agreement shall be binding on any party hereto unless the same is in writing, dated subsequent to the date hereof, and is duly authorized and executed by the parties hereto.

XV. Waiver of Terms and Conditions

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

XVI. Authority of Parties

This Agreement is made by and entered into by the duly-authorized officials of each respective entity.

XVII. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and constitute one and the same instrument.

EXECUTED this, the _____ day of _____, 2014.

Collin County, Texas

City of Plano, Texas

Keith Self
Collin County Judge

Harry LaRosiliere
Mayor

Kelley Stone
Director of Homeland Security

Bruce D. Glasscock
City Manager

Muriel Marshall, DO
Collin County Health Authority

Allen DeVilleneuve, MD
City of Plano Health Authority

Candy Blair, RN
Director of Health Care Services