

**AGREEMENT TO USE FUNDS
Of THE CITY OF SAN ANTONIO**

THIS AGREEMENT is entered into by and between the City of San Antonio, a Texas Municipal Corporation (City) acting by and through its City Manager, pursuant to Ordinance No. _____ passed and approved on _____ 2019 and the Southwest Texas Regional Advisory Council (hereinafter referred to as STRAC, or Recipient) by and through its Executive Director, WITNESSETH:

WHEREAS, the San Antonio Metropolitan Health District (SAMHD) has identified that funds provided by the State of Texas should be provided to STRAC for the purchase of a multiagency funded software license, EverBridge, and other related public health emergency preparedness activities for Bexar County; and

WHEREAS, City Council hereby finds that such expenditure serves a municipal public purpose in that it will benefit the City's public health and safety; NOW THEREFORE:

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"Recipient" is defined in the preamble of this Agreement and includes its successors.

"Director" shall mean the Director of the San Antonio Metropolitan Health District.

"TDSHS" shall be defined as the Texas Department of State Health Services ("Department"), the agency that funds, oversees the Public Health Emergency Preparedness and Emergency Preparedness Discretionary Grants.

"Emergency Preparedness Grant" shall be defined as the TDSHS Public Health Emergency Preparedness Grant which is the funding source for this contract.

"SAO," shall be defined as the Texas State Auditor's Office.

"OIG" shall be defined as the Office of the Inspector General.

"CGUS," shall be defined as the Comptroller General of the United States.

For and in consideration of the following mutual promises and obligations, and for the benefit of the citizens of the City of San Antonio, the parties herein agree as follows:

1. This Agreement shall commence July 1, 2019 and shall terminate on June 30, 2020. Upon agreement of the parties and availability of funding, this Agreement may be renewed for four, one-year terms on the same terms and conditions. Renewals shall be in writing and signed by the Director without further action by the San Antonio City Council.

Recipient further agrees and understands that the City expects to pay all obligations of this Agreement from TDSHS Public Health Emergency Preparedness Grant funding. Accordingly, if funding is not received by City in a sufficient amount to pay any of City's obligations under the terms of this Agreement, then this Agreement will terminate and neither City nor Recipient will have any further obligations hereunder. Lack of funding is not and will not be considered a breach of this Agreement. City will communicate lack of funding to Recipient immediately upon notification.

2. In consideration of Recipient's performance, in a satisfactory and efficient manner as determined by City, of all services and activities set forth in this Agreement, City agrees to reimburse Recipient in an amount not to exceed \$7,500.00 for the purchase of a multiagency funded software license, EverBridge, software related to public health emergency preparedness activities for Bexar County.

Recipient shall:

- a. Purchase the EverBridge Notification System license;
 - b. Provide a Seat at the Regional Medical Operation Center (RMOC) to include maintenance of IT Equipment, furniture, and supplies to be shared among all of public health (regional and local) as well as the regional hospitals via STRAC;
 - c. Provide compliance assistance with Texas Joint Commission requirements for All- Hazards exercises and Hazard Vulnerability Assessment (HVA) reviews;
 - d. Provide STRAC-ID for all physicians affiliated with regional hospitals;
 - e. Participate in at least one Full Scale Exercise to meet Hospital Planning and Preparedness/Public Health Emergency Preparedness (HPP/PHEP) exercise requirements;
 - f. Provide Mobile Satellite Phone/Radio service for Metro Health, DSHS Region 8, Emergency Management (City of San Antonio/Bexar County) and regional hospitals;
 - g. Maintain operation of a central node (MEDCOM Communication Center) for all requests for assistance and ability to rapidly dispatch Ambuses, helicopters (AirLife), and disaster response team assets 24 hours a day;
 - h. Provide coordination of meetings with other Preparedness/Emergency Operations Center (EOC) Representatives from the community and best practices sharing;
 - i. Provide access to subject matter expertise in a wide array of healthcare preparedness and incident management issues in order to coordinate consultative services and to identify Medical Specialist Physicians from the regional hospitals during emergency responses via the RMOC.
3. Recipient understands and agrees to abide by and adhere to all applicable federal, state and local, laws, rules and regulations in the use of the funds, including all bidding requirements that the City is required to perform pursuant to Chapter 252 of the Local Government Code, as applicable. Recipient agrees to provide City with invoices for the expenditures under this Agreement no later than thirty (30) days from the date that Recipient makes such expenditures. All requests for reimbursement shall be submitted to the following address:
- City of San Antonio
Accounts Payable
PO Box 839976-3976
San Antonio, TX 78283
ap@sanantonio.gov
4. Accounting records for all expenditures shall be maintained by Recipient in accordance with generally accepted accounting practices. Recipient further agrees to maintain records verifying the use of the equipment for public health support purposes for each year throughout the term of this Agreement. All of the above described records shall be subject to audit by the City or its contracted auditor.
5. Any literature, signs, or print advertising of any type appearing on any medium which refers to, or which is paid for by funds received as a result of this Agreement shall contain the words, "Paid for by The City of San Antonio".
6. This Agreement is not assignable and funds received as a result hereof shall only be used by the parties stated herein.
7. In the event that Recipient fails to meet any of its obligations under this Agreement, fails to use the funds for the purposes set out herein, or the Recipient no longer uses the equipment described in this Agreement in connection with Recipient's programs, Recipient shall refund to the City the total amount provided under this Agreement. Recipient shall pay City such funds no later than thirty (30) days from the date City requests such funds from Recipient.
8. None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

9. Recipient agrees to comply with and be subject to all applicable subcontractor provisions as outlined in the current Statement of Work for the TDSHS Emergency Preparedness Grant and the current HHSC Uniform Terms and Conditions. In addition, Recipient acknowledges that funds for this Agreement are from the TDSHS Emergency Preparedness Grant. Recipient agrees to comply with all terms and conditions associated with said funds as directed by the City or as required by this Agreement, to include but not limited to the following:

Access to records, books and documents

In addition to any right of access arising by operation of law, Recipient and any of Recipient's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Recipient will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Recipient will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

SAO Audit

Recipient understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Recipient agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Recipient will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Recipient and the requirement to cooperate is included in any Subcontract it awards.

10. **INSURANCE**

Recipient shall be responsible for insuring its employees and sub-recipients for Worker's Compensation or Alternative Plan. If a Worker's Compensation Policy is maintained, then for the duration of this Agreement, Recipient will attach a waiver of subrogation in favor of the City. Recipient shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the City be required to maintain any insurance coverage for Recipient.

11. **INDEMNITY**

Any and all of the employees of Recipient, wherever located, while engaged in the performance of any work required by the City under this Agreement shall be considered employees of Recipient only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of Recipient.

Recipient indemnifies, saves, and holds harmless the City against all claims, demands, actions or causes of action of whatsoever nature or character, as permitted by law, arising out of or by reason of the execution or performance of the work provided for herein and further agrees to defend, at its sole cost and expense, any action or proceeding commenced for the purpose of asserting any workers' Compensation claim of

whatsoever character arising herein.

Recipient shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

12. For purposes of this Agreement, all official communications and notices between the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City: Colleen M. Bridger, PhD, MPH
Health Director
San Antonio Metropolitan Health District
111 Soledad, 10th Floor, Suite 1000
San Antonio, Texas 7820S

Recipient: Eric Epley
Director, Southwest Texas Regional Advisory Council
7500 Highway 90 West, Suite 200
San Antonio, TX 78227

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

13. Recipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program. Recipient shall provide immediate written notice to City, if, at any time during the term of this contract, including any renewals hereof, Recipient learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.
14. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the City and Recipient. The Director may execute contract amendments on behalf of City in the following circumstances: a) modifications to the funding agency terms and conditions in the Agreement consistent with funding agency requirements, and b) changes in state or federal regulations mandated by the funding agency.
15. If any provision of this Agreement is for any reason held to be unconstitutional, void, or invalid, the remaining provisions or sections contained herein shall remain in effect and the section so held shall be reformed to reflect the intent of the parties.
16. The signer of this Agreement for Recipient represents, warrants, assures and guarantees he or she has full legal authority to execute this Agreement on behalf of Recipient and to bind Recipient to all of the terms, conditions, provisions and obligations herein contained.
17. This Agreement and its attachments, if any, constitute the entire and integrated Agreement between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

[Signature page follows.]

IN WITNESS OF WHICH this Agreement has been executed on this _____ day of _____ 2019.

CITY OF SAN ANTONIO

**SOUTHWEST TEXAS REGIONIONAL
ADVISORY COUNCIL**

Vendor identification number: _____

By: _____
Colleen M. Bridger, MPH, PhD
Director
San Antonio Metropolitan Health
District

By: _____
Eric Epley
Director

APPROVED AS TO FORM:

City Attorney