

**RESOLUTION NO. 2020-641**  
*(MOU for Closed POD Site)*

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,  
PROVIDING FOR THE EXECUTION OF A MEMORANDUM OF  
UNDERSTANDING BETWEEN THE CITY OF PARKER AND COLLIN  
COUNTY.**

**WHEREAS**, Collin County has identified certain organizations to assist the county with the inoculation of its citizens with a COVID 19 vaccine once the County receives a supply of the product; and

**WHEREAS**, the City of Parker has been identified by Collin County as an organization well-suited to act as a site for closed point of delivery ("POD") of the vaccine; and

**WHEREAS**, the City of Parker will receive doses of the vaccine in two waves; the first to be administered to critical city staff and all first responders, and the second to be administered to the remainder of city staff as well as family members of all city staff and first responders; and

**WHEREAS**, Collin County requires the execution of the attached Memorandum of Understanding before the City can act as a closed POD site.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS:**

**SECTION 1.** The Parker City Council does authorize the Mayor to enter into a Memorandum of Understanding in substantially similar form to that attached hereto and approved by the City Attorney.


**SECTION 2.** This resolution shall be effective upon its execution by the Mayor.

**APPROVED AND ADOPTED** this 9th day of September, 2020.


ATTEST:

  
Patti Scott Grey, City Secretary



  
Ed Standridge, Mayor Pro Tem

APPROVED TO FORM:

  
Brandon Shelby, City Attorney

RESOLUTION NO. 2020-641  
*(MOU for Closed POD Site)*

<b>STATE OF TEXAS</b>	<b>§</b>	<b>Closed POD Site Agreement</b>
	<b>§</b>	
<b>COLLIN COUNTY</b>	<b>§</b>	<b>With City of Parker</b>

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“Agreement”) is entered into between City of Parker (“City”) and Collin County (“County”), acting through the Collin County Health Care Services/Collin County Office of Emergency Management (“Department”). This Agreement becomes active when Strategic National Stockpile (“SNS”) assets are released from Department and accepted by City for Closed POD operations. This Agreement authorizes 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 an 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 Point of Dispensing sites (“Open 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. The 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:

- a. provide a Closed POD site location;
- b. staff the site; and,
- c. 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. Provide site screening to determine participation suitability;

- b. Assist City with preparing its site dispensing plan, including but not limited to supply lists, POD layouts, fact sheets, dispensing algorithms, etc.;
- c. 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;
- d. 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;
- e. 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;
- f. Make reasonable accommodations to train, or provide for training of, City staff to operate their dispensing site;
- g. 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,
- h. Provide after-action and improvement consultation, as needed or requested.

## **V. City 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 Members;
- 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 that 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.

## **VII. Exchange of Information**

Information acquired by either City, County or Department on citizens to be served will be mutually accessible to provide an integrated approach to citizen support and to avoid unnecessary duplication of services. This information will be shared only to the extent permitted by regulations requiring confidentiality of participant records. City and Department will cooperate in sharing information on the status and outcome of services provided.

## **VIII. Evaluation and Review**

In order to provide a vehicle for on-going evaluation, review, and discussion of operational issues, both parties agree to communicate on a regular basis to discuss issues related to the implementation of this agreement.

## **IX. Procedures for Amendments and Termination**

This agreement may be amended by mutual consent of both parties. Alternatively, this agreement and any amendments thereof shall remain in effect until terminated by either party upon thirty (30) days written notice to the other party.

## **X. Fee/Compensation**

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

## **XI. 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. 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.

## **XII. 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, registered mail or certified mail, or by U.S. Mail, return receipt requested, postage prepared; to:

City Name:                   City of Parker  
                                  Attn: Mayor Pro Tem  
                                  5700 E. Parker Rd.  
                                  Parker, Texas 75002

County:                     Collin County Health Care Services  
                                  825 N. McDonald Street, Suite 130  
                                  McKinney, Texas 75069

Collin County Administrator  
Bill Bilyeu  
2300 Bloomdale #4192  
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. Authority of Parties**

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

**X. Counterparts**

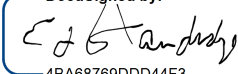
This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and constitute one and the same instrument.

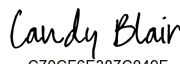
EXECUTED this, the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

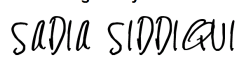
Collin County, Texas


City of Parker, Texas

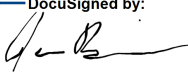
\_\_\_\_\_  
Chris Hill  
Collin County Judge

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Ed Standridge  
Mayor Pro Tem

DocuSigned by:  
  
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Candy Blair, RN, BSN  
Public Health Director

DocuSigned by:  
  
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Sadia Siddiqui, MD  
Collin County Health Authority

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Dr. Nishat, M.D.  
Collin County Health Authority

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\_\_\_\_\_  
Jason Browning  
Emergency Management Coordinator

## Certificate Of Completion

Envelope Id: F0604EEAECC449A2BFA3CEE6059AC8EE

Status: Completed

Subject: Please DocuSign: Parker - Closed POD MOU Final.doc

Source Envelope:

Document Pages: 8

Signatures: 5

Envelope Originator:

Certificate Pages: 2

Initials: 0

Collin County Health Care Services

AutoNav: Enabled

825 N McDonald St

Envelopeld Stamping: Enabled

McKinney, TX 75069

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

mrc@co.collin.tx.us

IP Address: 65.68.53.249

## Record Tracking

Status: Original

Holder: Collin County Health Care Services

Location: DocuSign

9/11/2020 12:07:41 PM

mrc@co.collin.tx.us

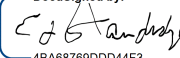
## Signer Events

Ed Standridge

Estandridge@parkertexas.us

Security Level: Email, Account Authentication (None)

## Signature

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Signed: 9/11/2020 1:58:23 PM

Signature Adoption: Drawn on Device

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Signed using mobile

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Not Offered via DocuSign

Arifa Nishat

anishat@co.collin.tx.us

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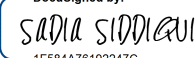
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SADIA SIDDIQUI

ssidiqui@co.collin.tx.us

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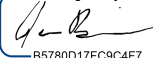
### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jason Browning

jbrowning@co.collin.tx.us

Security Level: Email, Account Authentication (None)

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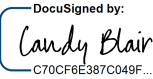
Signature Adoption: Drawn on Device

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Signed using mobile

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
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**Electronic Record and Signature Disclosure:**  
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Mike Sheff MSheff@parkertexas.us Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 9/14/2020 6:08:47 AM
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Christian Jimenez cjimenez@co.collin.tx.us Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 9/14/2020 6:08:48 AM
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**Electronic Record and Signature Disclosure:**  
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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