

AN ORDINANCE

2012-09-20-0749

AUTHORIZING THE EXTENSION OF INTERLOCAL AGREEMENTS WITH BEXAR COUNTY FOR ANIMAL CARE SERVICES, FOOD, ENVIRONMENTAL AND HEALTH SERVICES, LIBRARY SERVICES AND RENEWAL OF FORENSIC SCIENCE AND MEDICAL EXAMINER'S SERVICES; THE BEXAR COUNTY DISTRICT ATTORNEY'S OFFICE FOR CONTRABAND FORFEITURE AND FORFEITURE OF GAMBLING PROPERTY AND PROCEEDS; THE BEXAR COUNTY SHERIFF'S OFFICE FOR SERVICE OF PROCESS IN CERTAIN CASES; AND UNIVERSITY HEALTH SYSTEM FOR CERTAIN PUBLIC HEALTH SERVICES.

* * * * *

WHEREAS, the City of San Antonio ("City") and Bexar County ("County") have entered into various Interlocal Agreements concerning the provision of Animal Care Services, Food, Environmental and Health Services, Library Services, and Forensic Science and Medical Examiner's Services, all of which expire September 30, 2012 and City and County are presently negotiating a Master Interlocal Agreement intended to incorporate these Agreements; and

WHEREAS, the City and the County District Attorney's Office have entered into Interlocal Agreements concerning contraband forfeiture and the forfeiture of gambling proceeds, both of which expire September 30, 2012; and

WHEREAS, the San Antonio Police Department ("SAPD") and the Bexar County Sheriff's Office ("BCSO") entered into an Interlocal Agreement for process service and it expired February 29, 2012; and

WHEREAS, the City and University Health System ("UHS") have entered into an Interlocal Agreement for the provision of public health, laboratory and emergency preparedness services which expires September 30, 2012, and it is the desire of the City and the public partners referenced above to extend the terms of the various Interlocal Agreements; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The terms and conditions of the Amendment to Interlocal Agreements between the City and County are approved. The City Manager or her designee is authorized to execute the Amendment, previously executed by County, attached to this Ordinance as **Exhibit I**.

SECTION 2. The terms and conditions of the Second Amendments to Interlocal Agreement for Contraband Forfeiture and Interlocal Agreement for Contraband Forfeiture-Gambling Property and Proceeds between the City and the County District Attorney are approved. The Chief of Police is authorized to execute such Amendments, previously executed by the County District Attorney, attached to this Ordinance as **Exhibits II and III**.

SECTION 3. The terms and conditions of the Interlocal Agreement for Process Service between SAPD and BCSO are approved. The Chief of Police is authorized to execute the Amendment, previously executed by BCSO, attached to this Ordinance as **Exhibit IV**.

SECTION 4. The terms and conditions of the Sixth Amendment to Interlocal Services and Planning Agreement between the City and UHS are approved. The City Manager or her designee is authorized to execute the Sixth Amendment, in substantially final form, attached to this Ordinance as **Exhibit V**.

SECTION 5. Funds generated by this Ordinance for Animal Care Services will be deposited into Fund 11001000, Internal Order 237000000004 and General Ledger 4301160.

SECTION 6. Funds generated by this Ordinance for Food, Environmental and Health Services will be deposited into Fund 11001000 with Internal Order and General Ledger to be determined.

SECTION 7. Funds generated by this Ordinance for Library Services will be deposited into Fund 11001000, Internal Order 204000000526 and General Ledger 4301100.

SECTION 8. The amounts of payment for Forensics Science and Medical Examiner's Services will be encumbered upon issuance of a purchase order, and payment is authorized. All expenditures will be in accordance with the Fiscal Year 2013 Budget approved by City Council.

SECTION 9. Funds generated by this Ordinance for Contraband Forfeiture and Contraband Forfeiture-Gambling Property and Proceeds will be deposited into various Funds dependent upon the respective seizure unit.

SECTION 10. Funds generated by this Ordinance for services provided to UHS will be deposited into Fund 11001000 with Internal Order and General Ledger to be determined.

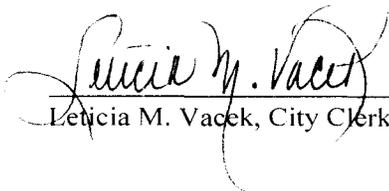
SECTION 11. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 12. This Ordinance shall take effect immediately upon the receipt of eight affirmative votes; otherwise it shall be effective ten days after its passage.

PASSED AND APPROVED this 20th day of September, 2012.

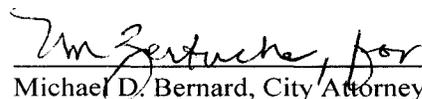

M A Y O R
Julián Castro

ATTEST:

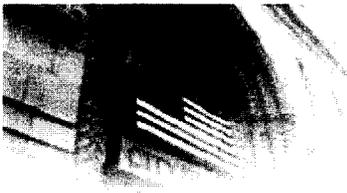


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

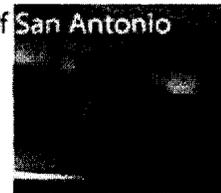


Michael D. Bernard, City Attorney



Request for
COUNCIL
 ACTION

City of San Antonio



Agenda Voting Results - 39

Name:	8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 20, 21, 22B, 23, 24, 25, 26, 27, 28A, 28B, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45						
Date:	09/20/2012						
Time:	10:55:21 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the extension of Interlocal Agreements with Bexar County for Animal Care Services, Food, Environmental and Health Services, Library Services and renewal of Forensic Science and Medical Examiner's Services; the Bexar County District Attorney's Office for Contraband Forfeiture and Forfeiture of Gambling Property and Proceeds; the Bexar County Sheriff's Office for Service of Process in Certain Cases; and University Health System for Certain Public Health Services. [Carlos Contreras, Director, Intergovernmental Relations]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				x
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10	x					

EXHIBIT I

STATE OF TEXAS

COUNTY OF BEXAR

§ AMENDMENT OF CITY-COUNTY
§ INTERLOCAL AGREEMENTS FOR
§ ANIMAL SERVICES, LIBRARY
§ SYSTEM SERVICES,
§ ENVIRONMENTAL HEALTH
§ SERVICES, AND FORENSIC SCIENCE
§ AND MEDICAL EXAMINER'S
§ SERVICES

THIS AMENDMENT OF CITY-COUNTY INTERLOCAL AGREEMENTS FOR ANIMAL SERVICES, LIBRARY SYSTEM SERVICES, ENVIRONMENTAL HEALTH SERVICES, AND FORENSIC SCIENCE AND MEDICAL EXAMINER'S SERVICES ("Amendment") is made and entered into by and between COUNTY OF BEXAR ("COUNTY"), a political subdivision of the State of Texas, and the CITY OF SAN ANTONIO ("CITY"), a Texas Home-Rule Municipality. County and City may be referred to singularly as a "Party" or collectively as the "Parties." This Amendment is entered into by the Parties pursuant to authority granted under the Interlocal Cooperation Act, Texas Government Code Chapter 791.

RECITALS

1. For decades COUNTY and CITY have entered into interlocal agreements through which the Parties provide services to each other.
2. The governing bodies of COUNTY and CITY believe it is in their mutual best interest to continue to provide the services set out in the interlocal agreements through a master agreement that will incorporate the individual interlocal agreements.
3. COUNTY and CITY agree to diligently pursue negotiation of the terms of this master agreement.
4. Currently four of the interlocal agreements are either terminating or subject to renewal: Animal Services, Library System Services, Environmental Health Services, as amended, and Forensic Science and Medical Examiner's Services, as amended (the "Subject Agreements").
5. Through this Amendment, the Parties desire to continue to provide the services under the Subject Agreements, in the same manner and under the same terms, until such time as the Parties have agreed upon the terms of the master agreement, as well as the terms of the Subject Agreements to be incorporated into the master agreement, or September 30, 2013, whichever is sooner.

Accordingly, the Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The purpose of this Amendment is to extend the terms of the Animal Services Agreement, the Environmental Health Services Agreement, and Library System Services Agreement, and to renew the Forensic Science and Medical Examiner's Services under the existing terms and conditions of the Subject Agreements until such time as the Parties have agreed upon the terms of the master agreement, including any modifications to the terms of the Subject Agreements, or September 30, 2013, whichever is sooner.

ARTICLE II
MODIFICATIONS TO SUBJECT AGREEMENTS

2.01 The terms of the Animal Services Agreement, Environmental Health Services Agreement and Library System Services Agreement will be extended from September 30, 2012 through December 31, 2012. The Forensic Science and Medical Examiner's Services Agreement will renew through December 31, 2012. The Parties shall use good faith efforts to complete negotiation of the master agreement as well as renegotiations of the Subject Agreements by December 31, 2012. If the Parties are unable to complete negotiations on the master agreement and/or the individual Subject Agreements, this Extension of Agreements will be automatically extended on a month-to-month basis through completion of negotiation of each of those documents or September 30, 2013, whichever is sooner.

2.02 Because the Parties recognize that their respective budgets and staffing for Fiscal Year 2012-2013 will be finalized prior to the negotiation of the master agreement and renegotiation of the individual Subject Agreements, regardless of when an agreement is reached on any of the Subject Agreements, no fiscal changes in the Subject Agreements will be effective until the Parties' Fiscal Year 2013-2014, and, when effective, no fiscal changes will have retroactive impact.

OTHER TERMS AND CONDITIONS

3.01 Except as modified by this document, all other terms and conditions of each of the Subject Agreements between the Parties will remain unchanged and in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, this the 15th day of September, 2012.

COUNTY OF BEXAR

CITY OF SAN ANTONIO, TEXAS

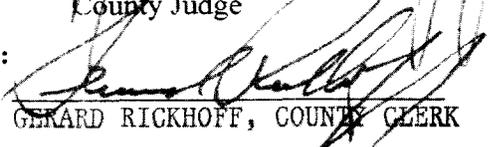
By: _____

NELSON W. WOLFF
County Judge

By: _____

SHERYL L. SCULLEY
City Manager

ATTEST:

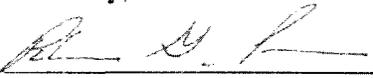

GERARD RICKHOFF, COUNTY CLERK

ATTEST:

GERARD RICKHOFF
County Clerk

APPROVED AS TO LEGAL FORM:

SUSAN D. REED
Criminal District Attorney
Bexar County, Texas

By: 

PATRICIA G. PROWSE
Assistant Criminal District Attorney
Civil Section

APPROVED AS TO FINANCIAL CONTENT:



SUSAN YEATTS
County Auditor

 TD

DAVID SMITH
County Manager

ATTEST:

LETICIA VACEK

City Clerk
APPROVED AS TO FORM:

MICHAEL BERNARD
City Attorney

EXHIBIT II

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT
FOR CONTRABAND FORFEITURE**

STATE OF TEXAS §

COUNTY OF BEXAR §

This second amendment to the Interlocal Agreement for Contraband Forfeiture is entered into by and between the City of San Antonio ("City"), a home rule municipal corporation, acting by and through its Chief of Police ("Chief"), and the Bexar County Criminal District Attorney ("Prosecutor"), referred to collectively herein as the "Parties".

WHEREAS, City and Prosecutor entered into an agreement entitled "Interlocal Agreement – Contraband Forfeiture Agreement" (hereafter "Original Contract") pursuant to Ordinance No. 2006-08-31-0994, under which the Parties set forth their agreement regarding the handling and disposition of money and property forfeited pursuant to Chapter 59 of the Texas Code of Criminal Procedure; and

WHEREAS, the Original Contract provided for a term beginning October 1, 2006, and ending September 30, 2009; and

WHEREAS, the Parties entered into the First Amendment to Interlocal Agreement for Contraband Forfeiture pursuant to Ordinance No. 2009-09-17-0753 to extend the term three years, until September 30, 2012; and

WHEREAS, the Parties now wish to amend the Original Contract to extend the term further;

NOW, IN ACCORDANCE THEREWITH, the Parties agree as follows:

I. AMENDMENTS

Section 2.01 of the Original Contract is hereby amended to read as follows:

2.01 The term of this contract will be for a period commencing October 1, 2006, and ending December 31, 2012. However, should the parties not enter into another contract addressing the matters addressed in this contract on or before the ending date and this contract has not otherwise terminated, this contract shall continue on a month-to-month basis, until September 30, 2013, at which time this contract will terminate.

II. PROVISIONS REMAIN IN EFFECT

All other terms, conditions, covenants and provisions of the Original Contract approved by Ordinance No. 2006-08-31-0994, not specifically mentioned herein and revised by this document, are hereby retained in their entirety, unchanged, and shall remain in full force in effect for the duration of said Original Contract, and any renewals thereof.

III. ENTIRE AGREEMENT

This agreement, as amended, embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein.

Executed by the Parties on the dates shown below.

BEXAR COUNTY
CRIMINAL DISTRICT ATTORNEY



SUSAN D. REED
CRIMINAL DISTRICT ATTORNEY
CADENA-REEVES JUSTICE CENTER
300 DOLOROSA, FIFTH FLOOR
SAN ANTONIO, TEXAS 78205-3030

CITY OF SAN ANTONIO

WILLIAM MCMANUS
CHIEF OF POLICE
214 W. NUEVA
SAN ANTONIO, TX 78207

Date: 9/7/12

Date: _____

Approved As To Form:

Michael D. Bernard
City Attorney

EXHIBIT III

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT
FOR CONTRABAND FORFEITURE
- GAMBLING PROPERTY & PROCEEDS -**

STATE OF TEXAS §

COUNTY OF BEXAR §

This second amendment to the Interlocal Agreement for Contraband Forfeiture – Gambling Property & Proceeds - is entered into by and between the City of San Antonio ("City"), a home rule municipal corporation, acting by and through its Chief of Police ("Chief"), and the Bexar County Criminal District Attorney ("Prosecutor"), referred to collectively herein as the "Parties".

WHEREAS, City and Prosecutor entered into an agreement entitled "Interlocal Agreement – Contraband Forfeiture Agreement for Gambling Paraphernalia, Devices, Equipment and Other Property (Gambling Property) and Proceeds and Cash (Proceeds), and Other Chapter 18 CCP Forfeitures, with the City Of San Antonio on Behalf of the San Antonio Police Department and the City Of San Antonio" (hereafter "Original Contract") pursuant to Ordinance No. 2006-08-31-0994, under which the Parties set forth their agreement regarding the handling and disposition of Gambling Property and Proceeds, as defined therein, and forfeited pursuant to Section 18.18 or Chapter 59 of the Texas Code of Criminal Procedure; and

WHEREAS, the Original Contract provided for a term beginning October 1, 2006, and ending September 30, 2009; and

WHEREAS, the Parties entered into the First Amendment to Interlocal Agreement for Contraband Forfeiture – Gambling Property & Proceeds pursuant to Ordinance No. 2009-09-17-0753 to extend the term three years, until September 30, 2012; and

WHEREAS, the Parties now wish to amend the Original Contract to extend the term further;

NOW, IN ACCORDANCE THEREWITH, the Parties agree as follows:

I. AMENDMENTS

Section 2.01 of the Original Contract is hereby amended to read as follows:

2.01 The term of this contract will be for a period commencing October 1, 2006, and ending December 31, 2012. However, should the parties not enter into another contract addressing the matters addressed in this contract on or before the ending date and this contract has not otherwise terminated, this contract shall continue on a month-to-month basis, until September 30, 2013, at which time this contract will terminate.

II. PROVISIONS REMAIN IN EFFECT

All other terms, conditions, covenants and provisions of the Original Contract approved by Ordinance No. 2006-08-31-0994, not specifically mentioned herein and revised by this document, are hereby retained in their entirety, unchanged, and shall remain in full force in effect for the duration of said Original Contract, and any renewals thereof.

III. ENTIRE AGREEMENT

This agreement, as amended, embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein.

Executed by the Parties on the dates shown below.

BEXAR COUNTY
CRIMINAL DISTRICT ATTORNEY

CITY OF SAN ANTONIO



SUSAN D. REED
CRIMINAL DISTRICT ATTORNEY
CADENA-REEVES JUSTICE CENTER
300 DOLOROSA, FIFTH FLOOR
SAN ANTONIO, TEXAS 78205-3030

WILLIAM MCMANUS
CHIEF OF POLICE
214 W. NUEVA
SAN ANTONIO, TX 78207

Date: 9/11/12

Date: _____

Approved As To Form:

Michael D. Bernard
City Attorney

EXHIBIT IV

INTERLOCAL AGREEMENT

STATE OF TEXAS	§	BEXAR COUNTY SHERIFF'S OFFICE
	§	AGREEMENT RELATED TO THE
	§	EXCHANGE OF SERVICES WITH
	§	THE CITY OF SAN ANTONIO
COUNTY OF BEXAR	§	ASSET FORFEITURE CASES

This agreement is entered into by and between the Bexar County Sheriff's Office, hereinafter called "BCSO", and the City of San Antonio, a home rule municipal corporation of the State of Texas, hereinafter called "CITY", on behalf of the San Antonio Police Department, hereinafter called "SAPD", pursuant to authorization granted in Chapter 791 of the Government Code (the Interlocal Cooperation Act).

WITNESSETH

WHEREAS, the San, Antonio Police Department (SAPD) is a major law enforcement agency in Bexar County, Texas; and

WHEREAS, the Bexar County Sheriff's Office (BCSO) is a major law enforcement agency in Bexar County, Texas; and

WHEREAS, both SAPD and BCSO depend on forfeited property and money pursuant to Chapter 59 of the Texas Code of Criminal Procedure (T.C.C.P.) to assist in the investigation of the criminal laws of this State; and

WHEREAS, both SAPD and BCSO provide the process of service on Chapter 59 Notice of Seizure petitions for their own agencies individually; and

WHEREAS, both SAPD and BCSO provide for the storage of seized property, namely: vehicles, on Chapter 59 Notice of Seizure petitions for their own agencies individually; and

WHEREAS, it is the desire of both SAPD and BCSO not to supplant but to supplement existing programs; and

WHEREAS, it is in the best interest of the community that both parties work with each other in the service of process and storage of vehicles regarding asset forfeiture seizures and litigation pursuant to Chapter 59 T.C.C.P.

NOW THEREFORE, the parties hereby agree as follows:

ARTICLE I

PURPOSE

- 1.01 The purpose of this Agreement is to set out the fair exchange of services between SAPD and BCSO regarding service of process and storage of vehicles for all Chapter 59 seizures submitted by SAPD and BCSO to the Bexar County District Attorney's Office (PROSECUTOR).

ARTICLE II

TERM

- 2.01 The term of this contract will be for a five (5) year period commencing October 1, 2012, and ending September 30, 2017.
- 2.02 This Agreement covers all seizures filed by SAPD and submitted to PROSECUTOR for forfeiture action in accordance with Chapter 59 T.C.C.P., including those which are:
1. Currently filed by SAPD and BCSO for which forfeiture proceedings are currently pending or anticipated to be filed; and
 2. Those seized and filed by SAPD and BCSO and subject to forfeiture during the term of this agreement.
- 2.03 This Agreement covers all SAPD and BCSO seizures currently pending, as well as all other SAPD and BCSO cases submitted to PROSECUTOR during the term of this agreement regardless of whether the forfeiture case has been resolved prior to the date on which the agreement terminates.
- 2.04 Either party may terminate this Agreement by giving 30 days' advance written notice to the other party.

ARTICLE III

DISTRIBUTION OF SERVICES

- 3.01 BCSO agrees to use its best efforts in providing service of process on all the asset forfeiture cases filed by SAPD with the PROSECUTOR. SAPD will not incur any cost for this service. If a time comes wherein the service of process exceeds current quantities wherein more BCSO personnel will be required to accomplish. all SAPD process service, the issue can be raised in writing and the parties shall revisit the terms; however, BCSO has the option to provide greater quantities of service without renegotiating or amending this agreement.

- 3.02 SAPD agrees to provide twenty (20) vehicle spaces within the designated SAPD asset seizure impound lot. If the need arises for more spaces, the issue can be raised in writing and the parties shall revisit the terms; however, SAPD has the option to grant more spaces on a case-by-case basis if there is adequate room without renegotiating or amending this agreement.
- 3.03 BCSO will follow all procedures for storing vehicles consistent with the procedures SAPD has in place, including, but not limited to, placing a hold on the vehicles, releasing the vehicles, and accessing the vehicles. In order to access BCSO vehicles, BCSO will be required to send an access roster to the impound lot to include those individuals authorized to view the vehicles and require them to sign in to gain access. If any of the procedures change, BCSO will endeavor to comply with any and all changes. BCSO will use their own forms, but the BCSO forms will emulate the SAPD forms, in order to comply with the SAPD procedures.
- 3.04 BCSO will not incur any storage fees. SAPD will waive any storage fees against BCSO. At the time when the vehicle will be released, the individual receiving the vehicle will be obligated to pay any and all fees, the same as any individual on a SAPD case. Typically, these fees include towing and a minimum of one day's storage. If the individual fails to retrieve the vehicle on the first day, subsequent days' storage fees will accrue against the individual. If the vehicle is not retrieved within in the time limit proscribed in the asset forfeiture judgment, the vehicle will revert to BCSO under the terms of the asset forfeiture judgment (court order).

ARTICLE IV

NO INDEMNIFICATION BY PARTIES

- 4.01 BCSO and CITY acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of actions that may be asserted by third parties for accidents, injuries or deaths.

ARTICLE V

TEXAS LAW TO APPLY.

- 5.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas.

ARTICLE VI

LEGAL CONSTRUCTION

6.01 In case any one or more of the provisions 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 any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VII

AMENDMENT

7.01 No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto. The Chief of Police for SAPD shall be the party with the authority to amend this Agreement on behalf of SAPD and the City of San Antonio. The Sheriff of BCSO shall be the party with the authority to amend this Agreement on behalf of BCSO.

ARTICLE VIII

ENTIRE AGREEMENT

8.01 This Agreement is intended as a full and complete expression of and constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are merged and incorporated into this Agreement, and no such oral or written understandings, agreements, promises, representations, terms or conditions not specifically set forth in this Agreement shall be binding upon the parties.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL TO BE EFFECTIVE AS STATED HEREIN, BUT MINISTERIALLY SIGNED ON THE DATES INDICATED BELOW.

BEXAR COUNTY SHERRIF'S OFFICE

CITY OF SAN ANTONIO



AMADEO ORTIZ
SHERIFF
BEXAR COUNTY JAIL
200 N. COMAL
SAN ANTONIO, TEXAS 78207

SHERYL L. SCULLEY
CITY MANAGER
CITY HALL
100 S. FLORES, FIRST FLOOR
SAN ANTONIO, TEXAS 78205

ATTEST:

Date: _____

ATTEST:

Date: _____

APPROVED AS TO FORM:

City Attorney

EXHIBIT V

STATE OF TEXAS

§
§
§
§
§

COUNTY OF BEXAR

**SIXTH AMENDMENT TO
INTERLOCAL SERVICES AND
PLANNING AGREEMENT WITH
SAN ANTONIO METROPOLITAN
HEALTH DISTRICT (SAMHD)
(UHS Contract No. 2900051-06-LS)**

This Sixth Amendment to the Agreement for Services and Planning (the "Amendment") by and between the **City of San Antonio**, a home-rule municipality situated within Bexar County, Texas, herein called "CITY" and the **Bexar County Hospital District d/b/a University Health System**, a political subdivision of the State of Texas, herein called "UHS"), is entered into this 1st of October, 2012, pursuant to the Texas Interlocal Cooperation Act.

WITNESSETH

WHEREAS, the governing bodies of cities, counties and other governmental entities may establish health districts for the operation of a coordinated health program for the members of such districts; and

WHEREAS, the governing bodies of the CITY and Bexar County (COUNTY) have established a health district by mutual agreement; and

WHEREAS, effective January 1, 2009, UHS and the City entered into an Interlocal Agreement (the "Agreement") that is also referenced as City of San Antonio City Ordinance 2008-12-11-1171 to secure public health, laboratory, and emergency preparedness services for persons residing in unincorporated Bexar County from the CITY by and through the San Antonio Metropolitan Health District (HEALTH DISTRICT), and for the CITY to secure clinical and other services performed by UHS that complement and/or are required by the HEALTH DISTRICT; and

WHEREAS, UHS and City have previously amended the Agreement; to incorporate the agreed specific terms reflecting the amount of compensation to be paid by UHS for services provided by the CITY through the HEALTH DISTRICT for CITY fiscal year 2010, fiscal year and calendar year 2011 and through September 30, 2012; and

WHEREAS, UHS and CITY have again reviewed the service needs of the community and the cost of service pursuant to Article VI of the Agreement and wish to extend the Agreement and amend the compensation accordingly to reflect the amount to be paid by UHS for services provided by the CITY through the HEALTH DISTRICT during the period of the extension between October 1, 2012 and March 31, 2013; and

NOW THEREFORE, the parties agree as follows:

ARTICLE I
PURPOSE AND EFFECTIVE DATE

1.01 The purpose of this Amendment is to amend the said Interlocal Services and Planning Agreement to incorporate the agreed specific terms regarding services to be provided by CITY through the HEALTH DISTRICT and compensation amount to be paid by UHS for said services as set out in Attachment A-6 for the period October 1, 2012 through March 31, 2013. This Amendment shall be effective October 1, 2012.

ARTICLE II
AMENDMENTS

2.01 Article II, "Term" is hereby amended as follows:

2.01 By agreement of the PARTIES, the Interlocal Agreement between the PARTIES entered into on September 21, 2006 with a term beginning on October 1, 2006 and extending to September 30, 2009 is hereby terminated effective December 31, 2008. The PARTIES further agree that this Agreement shall become effective on January 1, 2009 and end on March 31, 2013.

2.02 Article VI, "Cost of Service," is hereby amended to reflect the addition of 6.01.05, related to the payment for services by UHS:

6.01.05 For the period beginning on October 1, 2012 through March 31, 2013, UHS agrees to pay, and the CITY agrees to accept, the total sum of NINETY FIVE THOUSAND THREE HUNDRED EIGHTY THREE AND NO/100THS DOLLARS (\$95,383.00) payable in equal monthly payments of FIFTEEN THOUSAND EIGHT HUNDRED NINETY SEVEN AND 16/100 (\$15,897.16). The calculation of compensation for the period beginning on October 1, 2012 and ending on March 31, 2012 is shown on the revised Attachment A (now identified as Attachment A-5) which is attached hereto as a substitution for the previous Attachment A and incorporated herein as part of this agreement for all purposes.

ARTICLE III
TERMS AND CONDITIONS

3.01 All other terms and conditions of this Agreement remain in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATE WRITTEN ABOVE

**Bexar County Hospital District d/b/a
University Health System:**

City of San Antonio:

BY: _____
GEORGE B. HERNÁNDEZ, JR.
President/Chief Executive Officer

BY: _____
ERIK WALSH
Deputy City Manager

APPROVED AS TO FORM:

ATTEST:

BY: _____
BRIGID SHERIDAN
Staff Attorney
University Health System

BY: _____
LETICIA M. VACEK
City Clerk

APPROVED AS TO FORM:

**_____
MICHAEL D. BERNARD**
City Attorney

**Public Health Services Interlocal Agreement
Unincorporated Bexar County
Calculation of Costs To Provide Services
October 1, 2012 - March 31, 2013**

Costs for Clinical Services											
Division	Division Costs	Personnel Costs	Indirect Costs ²	Less Revenues ³	Net Costs	% Clinical	County Usage ⁴	UHS Cost			
Dental Health Services	\$ 498,779	\$ 219,809	\$ 41,258	\$ 28,876	\$ 511,161	100%	1.137%	\$ 5,812			
STD Control	\$ 273,581	\$ 223,710	\$ 41,990	\$ 52,415	\$ 263,156	100%	3.859%	\$ 10,156			
TB Control	\$ 176,773	\$ 122,943	\$ 23,076	\$ 3,800	\$ 196,049	100%	0.000%	\$ -			
Sub-total	\$ 949,132	\$ 566,462	\$ 106,325	\$ 85,091	\$ 970,366			\$ 15,969			\$ 15,969
Costs for Emergency Preparedness, Population-based Services, Health Education and Other Services⁹											
Division	Division Costs	Personnel Costs	Indirect Costs	Less Revenues	Net Costs	% Readiness ⁵	% Pop-based ⁶	% Health Ed & Other ⁷	% Total	County Population (%) ⁸	UHS Cost
Office of the Director	\$ 510,834	\$ 356,275	\$ 66,873	\$ -	\$ 577,707	2.5%	22.0%	5.0%	29.5%	9.643%	\$ 16,434
Fiscal Operations	\$ 271,731	\$ 237,360	\$ 44,552	\$ -	\$ 316,283	2.5%	22.0%	5.0%	29.5%	9.643%	\$ 8,997
Clinical Services Admin	\$ 231,452	\$ 159,233	\$ 29,888	\$ -	\$ 261,339	2.5%	2.5%	0.0%	5.0%	9.643%	\$ 1,260
Comm Dis Serv Admin	\$ 92,508	\$ 72,502	\$ 13,609	\$ -	\$ 106,117	2.5%	2.5%	0.0%	5.0%	9.643%	\$ 512
Pop-based Services	\$ 316,113	\$ 289,381	\$ 54,317	\$ -	\$ 370,430	2.5%	75.0%	0.0%	77.5%	9.643%	\$ 27,683
Project WORTH	\$ 129,880	\$ 52,335	\$ 9,823	\$ -	\$ 139,703	2.5%	0.0%	0.0%	2.5%	9.643%	\$ 337
Immunization Services	\$ 450,644	\$ 66,791	\$ 12,537	\$ 168,234	\$ 294,947	5.0%	5.0%	5.0%	15.0%	9.643%	\$ 4,266
Food & Env Health Services	\$ 1,585,418	\$ 1,232,957	\$ 231,426	\$ 1,620,674	\$ 196,170	5.0%	5.0%	0.0%	10.0%	9.643%	\$ 1,892
Vector Control	\$ 306,293	\$ 208,924	\$ 39,215	\$ -	\$ 345,507	5.0%	5.0%	0.0%	10.0%	9.643%	\$ 3,332
Environmental Health Ed	\$ 41,114	\$ 40,399	\$ 7,583	\$ -	\$ 48,696	2.5%	2.5%	0.0%	5.0%	9.643%	\$ 235
Laboratory Services	\$ 381,704	\$ 273,809	\$ 51,394	\$ 43,350	\$ 389,747	5.0%	10.0%	0.0%	15.0%	9.643%	\$ 5,637
Epidemiology / Surveillance	\$ 26,448	\$ 18,106	\$ 3,398	\$ -	\$ 29,846	5.0%	0.0%	5.0%	10.0%	9.643%	\$ 288
Health Facilities	\$ 509,329	\$ 206,402	\$ 38,742	\$ -	\$ 548,071	2.5%	10.0%	5.0%	17.5%	9.643%	\$ 9,249
Records Preservation	\$ 46,601	\$ 33,562	\$ 6,300	\$ 68,943	\$ (16,042)	1.0%	0.0%	5.0%	6.0%	9.643%	\$ (93)
Vital Statistics	\$ 246,863	\$ 178,956	\$ 33,590	\$ 917,032	\$ (636,579)	1.0%	0.0%	0.0%	1.0%	9.643%	\$ (614)
Subtotal	\$ 5,146,930	\$ 3,426,967	\$ 643,245	\$ 2,818,233	\$ 2,971,943						\$ 79,414
											\$ 79,414
											\$ 95,383
Notes											
1- Costs for this section are based on FY 2010 base budget for Dental Health, STD Control and TB Control Divisions respectively. These are services not provided by UHS.											
2- All indirect costs are based on 18.77% of employee salaries as per City of SA FY 2010 Indirect Cost Rate Proposal by Maximus, Inc.											
3- FY 2010 Estimated General Fund Revenues for the activities indicated.											
4- Calculation based on percentage of services provided to unincorporated County residents over the period October 1, 2009 to September 30, 2010.											
5- These costs include activities to protect the community against biological, chemical and radiological terrorist activities as well as other emergencies.											
The "Readiness" column is an estimate of the % of each listed activity dedicated to emergency preparedness.											
6- The Pop-based column estimates the contribution of each division toward public health activities targeting the entire community.											
7- The Health Ed column estimates the contribution of each division toward public health education activities.											
8- County Population (5) was computed using the unincorporated (civilian) County population divided by the San Antonio + unincorporated County population.											
9- Costs for this section are based on FY 2010 base budget and extended over the 15 month period of the contract											
Calculations are based on amounts negotiated in December, 2008. Amounts for future years will be based on SAMHD budget for previous fiscal year.											