

AN ORDINANCE **2010-06-17-0554**

**AUTHORIZING AN AMENDED FUNDING AGREEMENT WITH THE SOUTHWEST TEXAS REGIONAL ADVISORY COUNCIL FOR UP TO \$462,211.00 TO SUPPORT AND AUGMENT LOCAL EMERGENCY RESPONSE EFFORTS.**

\* \* \* \* \*

**WHEREAS**, on April 26, 2009 the Acting Secretary of Health and Human Services declared a public health emergency as a result of the detection of known cases of individuals infected by swine-origin influenza A virus, now known as novel H1N1 influenza, in the United States; and

**WHEREAS**, the Texas Department of State Health Services (TDSHS) provided the San Antonio Metropolitan Health District (Metro Health) funding through the Public Health Emergency Response (PHER) Community Preparedness grant to increase public health capacity and vaccination surge capabilities aimed at the delivery and implementation of response activities to ongoing and emerging outbreaks of novel H1N1 influenza and other all-hazards emergency response efforts; and

**WHEREAS**, Metro Health previously received authorization from City Council to execute a funding agreement with the Southwest Texas Regional Advisory Council (STRAC) in the amount of \$75,000.00 on October 29, 2009 for preliminary equipment and resources supporting a badging and credentialing system for use in emergency response situations; and

**WHEREAS**, this amendment to the funding agreement with STRAC will increase the existing funding amount from \$75,000.00 to \$462,211.00 for the acquisition of additional badging and credentialing equipment, an awning system for expansion of command and control areas, a trailer for the distribution of emergency power to maintain healthcare facilities and governmental operations, and a server and software for the WebEOC emergency management application utilized by the City to manage emergency response events; and

**WHEREAS**, all funding associated with this amendment is appropriated through the PHER grant for Community Preparedness with no effect on the City General Fund; **NOW THEREFORE:**

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

**SECTION 1.** The City Manager or her designee or the Director of the San Antonio Metropolitan Health District or his designee, is authorized to execute an amended funding agreement with the Southwest Texas Regional Advisory Council increasing the existing funding amount from \$75,000.00 to an amount not to exceed \$462,211.00 for the period beginning on October 29, 2009 and ending on June 16, 2015, to support and augment local emergency response efforts. A copy of the funding agreement in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I**.

**SECTION 2.** Fund 2601636046 entitled “PUBLIC HLTH EMERG RESPONSE – FOCUS AREA1” and Internal Order 136000000457, are hereby designated for use in the accounting for the fiscal transaction in the acceptance of this cooperative contract.

**SECTION 3.** The sum of \$387,211.00 is hereby appropriated in the above designated fund and will be disbursed from GL 5201040 “Fees to Professional Contractors”. Payment is authorized to the Southwest Texas Regional Advisory Council upon issuance of a Purchase Order.

**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer (CFO), City of San Antonio. The CFO may, subject to concurrence by the City Manager or the City Manager’s designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

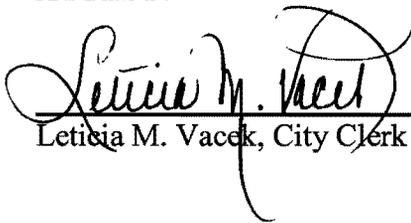
**SECTION 5.** This ordinance shall become effective immediately upon passage by eight (8) or more affirmative votes of the entire City Council; otherwise, said effective date shall be ten (10) days from the date of passage hereof.

PASSED AND APPROVED this 17<sup>th</sup> day of June, 2010.



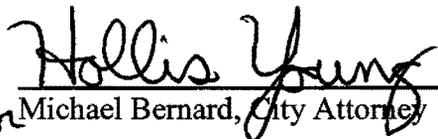
M A Y O R  
Julián Castro

**ATTEST:**



\_\_\_\_\_  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**



for \_\_\_\_\_  
Michael Bernard, City Attorney



Request for  
**COUNCIL  
ACTION**

City of San Antonio



## Agenda Voting Results - 24

<b>Name:</b>	6, 7, 8, 11, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26A, 26B, 26C, 26D, 26E, 27, 29, 30, 32A, 32B, 32D, 32E, 33, 35, 36, 37, 39, 40, 41, 42						
<b>Date:</b>	06/17/2010						
<b>Time:</b>	02:23:40 PM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing an amended funding agreement with the Southwest Texas Regional Advisory Council for up to \$462,211.00 to support and augment local emergency response efforts. [Sharon De La Garza, Assistant City Manager; Dr. Fernando A. Guerra, Director, Health]						
<b>Result:</b>	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x			x	
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				x
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

**AMENDMENT TO AGREEMENT TO USE FUNDS**  
**of the City of San Antonio**

**THIS AMENDMENT** is entered into by and between the City of San Antonio, a Texas Municipal Corporation (City) acting by and through its City Manager, or her designee, pursuant to Ordinance No. 2010-06-17-\_\_\_\_ passed and approved on June 17, 2010, and the Southwest Texas Regional Advisory Council (hereinafter referred to as STRAC, or Recipient) by and through its Executive Director, **WITNESSETH:**

**WHEREAS**, the City of San Antonio by and through the San Antonio Metropolitan Health District (SAMHD) has received Public Health Emergency Response (PHER) grant funds for the H1N1 public health emergency; and

**WHEREAS**, SAMHD has identified that STRAC is positioned to provide and support public health emergency response efforts and to coordinate and verify credentials for medical professionals participating in the City's public health emergency response efforts in the future; and

**WHEREAS**, SAMHD has previously executed an Agreement to Use Funds for a credentialing and badging system in the amount of \$75,000.00 (attached hereto as Attachment I) and seeks to amend that Agreement to provide for the acquisition of additional equipment by the Southwest Texas Regional Advisory Council (STRAC); 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:**

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. Section 1 of the Agreement is hereby deleted and replaced with the following:
  1. This Agreement to Use Funds shall commence immediately upon execution and shall terminate on June 16, 2015.
  
2. Section 2 of the Agreement is hereby deleted and replaced with the following:
  - a) 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 a total cumulative amount not to exceed \$462,211.00, as set out below:
    - i) in an amount not to exceed \$300,000.00, for the purchase of equipment and incidental services for a system to verify credentials and provide security badges to medical professionals participating in the City's response efforts to H1N1 and subsequent emergency response efforts during the term of this Agreement;

- ii) in an amount not to exceed \$100,211.00 for an awning system that allows for expansion of command and control areas, sheltering, alternative care sites and immunization clinic operations, integrating regional trailer assets with modular shelters already deployed and available at hospitals and caches throughout the region for the City's response efforts to H1N1 and subsequent emergency response efforts during the term of this Agreement;
  - iii) in an amount not to exceed \$30,000.00 for a trailer that will allow for distribution of emergency power to maintain healthcare facilities, continuity of operations and other governmental and health care requirements during the City's response efforts to H1N1 and subsequent emergency response efforts during the term of this Agreement;
  - iv) in an amount not to exceed \$32,000.00 to procure equipment and hardware improvements in an effort to maintain performance, upgrade and replace aging infrastructure for WebEOC, the emergency management application utilized by San Antonio, and throughout the State of Texas, to manage emergency response events.
2. b) Recipient understands and agrees that ALL equipment and expenses described in this section must be completed by July 31, 2010 in order to be eligible for reimbursement by the City. Any equipment procured, or expenses incurred, after this date will not be considered a reimburseable expense and City shall not pay for any expenses incurred after this date.
3. Section 7 is hereby deleted and replaced with the following:
7. a) 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 at the rates set out below:
- i) For those services activities and equipment set out in 2(a)(i) above, Recipient shall reimburse City at a rate of \$60,000.00 for each year remaining on the term of this Agreement from the date of any of the above occurrences;
  - ii) For those services activities and equipment set out in 2(a)(ii) above, Recipient shall reimburse City at a rate of \$20,042.00 for each year remaining on the term of this Agreement from the date of any of the above occurrences;
  - iii) For those services activities and equipment set out in 2(a)(iii) above, Recipient shall reimburse City at a rate of \$6,000.00 for each year remaining on the term of this Agreement from the date of any of the above occurrences;
  - iv) For those services activities and equipment set out in 2(a)(iv) above, Recipient shall reimburse City at a rate of \$6,400.00 for each year remaining on the term of this Agreement from the date of any of the above occurrences.