

AN ORDINANCE 2009-03-12-0191

AUTHORIZING AN INTERLOCAL AGREEMENT WITH BEXAR COUNTY AND LOCAL MUNICIPALITIES TO DESIGNATE DR. FERNANDO A. GUERRA, DIRECTOR OF THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT, AS THEIR HEALTH AUTHORITY.

* * * * *

WHEREAS, in order to achieve the public health preparedness goals as outlined in the Texas Department of State Health Services Public Health Emergency Preparedness and the Cities Readiness Initiative Grants, the Director of Health for the San Antonio Metropolitan Health District was previously designated as Health Authority by the City of San Antonio, Bexar County and other surrounding municipalities in 2006; and

WHEREAS, the Director of Health is now seeking to renew the designation as the Health Authority for all municipalities and unincorporated areas of Bexar County; and

WHEREAS, the Texas Health and Safety Code empowers a Health Authority to implement "control measures" in the event of a public health emergency; and

WHEREAS, such measures may include quarantines, isolation orders and similar mandates; and

WHEREAS, in an effort to control the spread of a communicable disease outbreak, whether an initiated terrorist attack or naturally occurring epidemic, or in response to a natural disaster affecting the public health of Bexar County, the activities within this area should be coordinated; and

WHEREAS, this agreement is meant to achieve this goal; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee is authorized to execute an Interlocal Agreement with Bexar County and local municipalities to designate Dr. Fernando A. Guerra, Director of the San Antonio Metropolitan Health District, as their Health Authority. A copy of said Interlocal Agreement is attached hereto and incorporated herein for all purposes as **Attachment I.**

SECTION 2. 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.

EG/mgc
03/12/09
Item # 18

SECTION 3. This ordinance shall be effective on and after March 22, 2009.

PASSED AND APPROVED this 12th day of March, 2009.


M A Y O R
PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
for City Attorney

Attachment I

STATE OF TEXAS

§
§
§

INTERLOCAL AGREEMENT
FOR DESIGNATION OF
HEALTH AUTHORITY

COUNTY OF BEXAR

This Interlocal Agreement (the "Agreement") is entered into under the authority of Government Code Chapter 791 and Health and Safety Code §121.028(c) by and between the County of Bexar, a political subdivision of the State of Texas ("COUNTY"), the City of San Antonio ("SAN ANTONIO"), a Texas Municipal Corporation, acting by and through its City Manager, and the municipalities that are listed and have signed below, all entirely or partially situated within Bexar County, Texas, through their duly authorized City Managers, Boards of Directors, or other lawfully designated representatives (each municipality shall hereinafter be referred to singularly as a "CITY" and collectively as the "CITIES").

WHEREAS, COUNTY and SAN ANTONIO are members of the San Antonio Metropolitan Health District (the "District"), a Public Health District under Health and Safety Code Chapter 121, Subchapter E; and

WHEREAS, the Director of the District, Fernando A. Guerra, M.D., M.P.H., ("Dr. Guerra"), has been designated as the Health Authority to administer state and local laws relating to public health within the jurisdiction of the District, which includes SAN ANTONIO and the unincorporated areas of Bexar County, but does not include the jurisdiction of any of the CITIES; and

WHEREAS, in order to protect the health and safety of the public throughout Bexar County, to include areas within the jurisdiction of any of the CITIES, the CITIES desire to appoint Dr. Guerra, as the Health Authority of each CITY, in accordance with Government Code Chapter 791;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
PURPOSE

1.01 The purpose of this Agreement is to appoint Dr. Guerra as the Health Authority for each CITY and to describe the terms and conditions under which he will provide assistance to the CITIES.

ARTICLE II
TERM

2.01 This Agreement shall commence on the date Dr. Guerra qualifies as the CITIES' Health Authority by taking the oath of office and shall automatically renew thereafter for as long as Dr. Guerra continues to serve as the Director of the District.

2.02 Any CITY may terminate this Agreement by giving ninety (90) days written notice to SAN ANTONIO and COUNTY. A termination by a CITY is only effective as to that CITY. A copy of this Agreement will be kept on file in the office of the District.

ARTICLE III
DESIGNATION OF HEALTH AUTHORITY

3.01 The CITIES agree to appoint Dr. Guerra to serve as the Health Authority pursuant to Health and Safety Code Chapter 121. The position of Health Authority is a public office to which the holdover provision of the Texas Constitution, Article XVI, Section 17, applies. The terms and conditions under which Dr. Guerra's authority is invoked are more fully described in Article IV hereinbelow. A copy of the Certificate of Appointment for each CITY is attached hereto as Exhibit "A".

3.02 The CITIES will re-appoint Dr. Guerra as their Health Authority upon expiration of his two-year term and Dr. Guerra will qualify to continue serving as the Health Authority for the CITIES by taking the oath of office and by filing all appropriate documentation with the state.

ARTICLE IV
EMERGENCY AND NON-EMERGENCY SERVICES

4.01 The parties hereto agree that in the event of an occurrence anywhere within COUNTY of: a) a chemical, nuclear, or biological agent, or b) a naturally-occurring catastrophe, including but not limited to an infectious disease, (an "Emergency Event") that, in the sole discretion of Dr. Guerra or his designee, constitutes a civil emergency and places the health and safety of the residents of Bexar County at risk, then Dr. Guerra shall be the Health Authority permitted to provide emergency assistance anywhere within Bexar County. The parties acknowledge that upon the occurrence of an Emergency Event, Dr. Guerra shall have all powers and duties granted to a Health Authority under Health and Safety Code §121.024, including the authority to impose control measures to prevent the spread of disease in accordance with Health and Safety Code Chapter 81.

4.02 The parties hereto agree that a CITY may consult with Dr. Guerra regarding the remediation or abatement of a condition that threatens the public health in that CITY but is not an Emergency Event. However, no services shall be performed in that CITY by Dr. Guerra or the District without prior written authorization from CITY sent to the address set forth in section 5.01 of this Agreement.

ARTICLE V
COMPENSATION

5.01 The parties agree that, if Dr. Guerra provides services to a CITY in accordance with Article IV Sections 4.01 or 4.02, that CITY shall reimburse SAN ANTONIO on behalf of the District for those services actually rendered in accordance with Government Code Chapter 791.011(e) to the

address set forth below:

San Antonio Metropolitan Health District
Attn: Fiscal Division
332 W. Commerce
San Antonio, Texas 78205

Compensation for the services shall be payable only out of current revenues available to such CITY.

ARTICLE VI
REPRESENTATIONS

6.01 Each CITY represents that it has, through resolution or other official action, designated Dr. Guerra as Health Authority and authorized him, or his designee, to provide emergency assistance as described herein.

ARTICLE VII
SEVERABILITY

7.01 If any provision is found to be invalid, all other provisions shall nevertheless remain in effect.

ARTICLE VIII
GOVERNING LAW

8.01 This Agreement shall be governed by the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. In any legal action arising from this Agreement, the laws of Texas shall apply.

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ARTICLE IX
MULTIPLE COUNTERPARTS

9.01 For the convenience of the parties, this Agreement has been executed in counterpart copies, which are in all respects identical and each of which shall be deemed to be complete in itself so that any one may be introduced in evidence or used for any other purpose without the production of the other counterparts.

EXECUTED THIS _____ DAY OF _____, 2009.

COUNTY OF BEXAR:

NELSON W. WOLFF
County Judge

Date: _____

ATTEST:

GERARD RICKHOFF
County Clerk

APPROVED AS TO LEGAL FORM:

SUSAN D. REED
Criminal District Attorney
Bexar County, Texas

APPROVED AS TO FINANCIAL CONTENT:

TOMMY TOMPKINS
County Auditor

DAVID SMITH
Budget Officer

HEALTH AUTHORITY:

FERNANDO A. GUERRA, M.D., M.P.H.
Director, San Antonio Metropolitan Health District

Date: _____

CITY OF SAN ANTONIO:

FRANCES A. GONZALEZ
Assistant City Manager

Date: _____

APPROVED AS TO LEGAL FORM:

MICHAEL D. BERNARD
City Attorney for the City of San Antonio

Date: _____

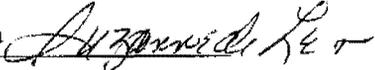
City of Alamo Heights

By: Mr Cooper

Its: Louis Cooper, Mayor

Date: October 27, 2008

City of Balcones Heights

By: Suzanne de Leon 

It's: Mayor

Date: October 13, 2008

City of Castle Hills

By: Mary Harper

It's: MAYOR

Date: OCTOBER 14, 2008

City of China Grove

By: Dennis G. Shank - MAYOR

It's: MAYOR

Date: 11-06-2008

City of Converse

By: Al Sweeney

Its: MAYOR

Date: 3 February 2009

City of Elmendorf

By: Thomas P. Hicks

It's: Mayor

Date: 10 October 2008

City of Fair Oaks Ranch

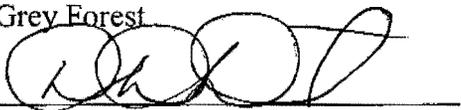
By: Carl E. Kazny

It's: Daniel E. Kasprawicz

Date: 10/17/08

City of Grey Forest

By:

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It's:

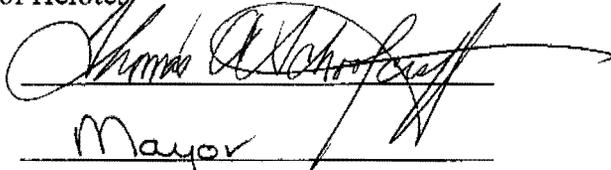
Mayor, Donald D. Darst

Date:

November 25, 2008

City of Helotes

By:



It's:

Mayor

Date:

Oct 10, 2008

City of Hill Country Village

By:



It's:

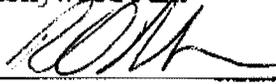
Mayor

Date:

October 21, 2008

City of Hollywood Park

By:



It's:

MAYAN

Date:

12-7-08

City of Kirby

By:

Zue Lepn

It's:

City Manager

Date:

October 6, 2008

City of Leon Valley

By: Chris Riley

Its: MAYOR

Date: 10/23/08



Attest: [Signature]
City Secretary

City of Live Oak

By: Joseph W. Santos

It's: MAYOR

Date: _____

City of Lytle

Mark Bowen

By: MARK BOWEN

It's: MAYOR

Date: 1-13-09

City of Olmos Park

By: Ronald G. Teffeller

It's: Mayor

Date: October 16, 2008

City of St. Hedwig

By: Mary J Dylle

It's: Mayer

Date: 2 October 2008

**City of Schertz Signature Page to
Interlocal Agreement for Designation
of Health Authority**

CITY OF SCHERTZ:

By: 
Don Taylor
City Manager

Date: October 28, 2008

**Addendum to Interlocal Agreement for Designation
of Health Authority**

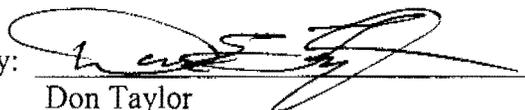
Dr. Guerra agrees that, in connection with his service as Health Authority to the City of Schertz, Section 4.01 of the Interlocal Agreement for Designation of Health Authority shall include all of the City of Schertz (which is located in Bexar, Comal, and Guadalupe Counties) and shall not be limited to the portion of the City of Schertz in Bexar County.

HEALTH AUTHORITY:

Fernando A. Guerra, M.D., M.P.H.
Director, San Antonio Metropolitan Health District

Date: November __, 2008

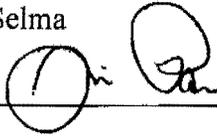
CITY OF SCHERTZ:

By: 
Don Taylor
City Manager

Date: October 28, 2008

City of Selma

By:

A handwritten signature in black ink, appearing to be 'D. J. ...', written over a horizontal line.

It's:

Mayor

Date:

October 9, 2008

City of ~~Shavano Park~~

By: _____

It's: Mayor

Date: _____

City of Somerset

By: Paul D. Cullen

It's: MAYOR City of SOMERSET

Date: 10-15-08

City of Terrell Hills

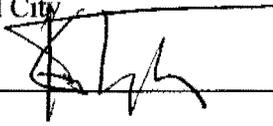
By: J. Mark Brown

It's: City Manager

Date: Oct 14, 2008

City of Universal City

By: _____

A handwritten signature in black ink, appearing to be 'J. H.', written over a horizontal line.

It's: _____

City manager

Date: _____

10 22 08

City of Von Ormy

By:

Pat Martin d.V.

It's:

Mayon

Date:

2/19/2009

City of Windcrest

By:

A handwritten signature in black ink, appearing to be 'J. R. A.', written over a horizontal line.

Its:

CITY MANAGER

Date:

11/05/08



CITY OF SAN ANTONIO
Request for Council Action

Agenda Item # 18
Council Meeting Date: 3/12/2009
RFCA Tracking No: R-4621

DEPARTMENT: Health Department

DEPARTMENT HEAD: Fernando Guerra MD

COUNCIL DISTRICT(S) IMPACTED:
City Wide

SUBJECT:
Interlocal Agreement to Designate Health Authority

SUMMARY:

This ordinance authorizes an Interlocal Agreement with Bexar County and local municipalities to renew the designation of Fernando A. Guerra, M.D., M.P.H., Director of the San Antonio Metropolitan Health District, as Health Authority for San Antonio, unincorporated Bexar County, and other surrounding municipalities located in Bexar County as well. The Agreement is for a two-year term which shall automatically renew upon each municipality's re-appointment and Dr. Guerra's re-qualification. The purpose of this agreement is to facilitate an appropriate and comprehensive public health response to catastrophic events, serious disease outbreaks and similar incidents.

BACKGROUND INFORMATION:

In order to achieve the public health preparedness goals as outlined in the Texas Department of State Health Services Public Health Emergency Preparedness and the Cities Readiness Initiative Grants, the Director of Health for the San Antonio Metropolitan Health District was previously designated as Health Authority by the City of San Antonio, Bexar County and other surrounding municipalities in 2006. The Director of Health is now seeking to renew the designation as the Health Authority for all municipalities and unincorporated areas of Bexar County. The Texas Health and Safety Code empowers a Health Authority to implement "control measures" in the event of a public health emergency. Such measures may include quarantines, isolation orders and similar mandates. In an effort to control the spread of a communicable disease outbreak, whether an initiated terrorist attack or naturally occurring epidemic, or in response to a natural disaster affecting the public health of Bexar County, the activities within this area should be coordinated. This agreement is meant to achieve this goal.

ISSUE:

This interlocal agreement with Bexar County and local municipalities will implement control