

AN ORDINANCE 2012-10-04-0784

AUTHORIZING THE APPOINTMENT OF THOMAS L. SCHLENKER, M.D., M.P.H., DIRECTOR OF THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT, AS HEALTH AUTHORITY FOR THE CITY OF SAN ANTONIO AND SUBMITTAL OF A CERTIFICATE OF APPOINTMENT TO THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES, AND AUTHORIZING AN INTERLOCAL AGREEMENT WITH BEXAR COUNTY AND LOCAL MUNICIPALITIES TO APPOINT DR. SCHLENKER, 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 Cities Readiness Initiative Grants, the Director of Public Health for the San Antonio Metropolitan Health District (Metro Health) will be appointed as the Health Authority for the City of San Antonio (City) and unincorporated areas of Bexar County (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, coordination of disaster response, controlling the spread of communicable disease outbreak or naturally occurring epidemics affecting the public health of the County and other similar mandates; and

WHEREAS, the City and County wish to enter into an Interlocal Agreement appointing Dr. Schlenker as Health Authority for the City and County, and to submit that same Interlocal to all incorporated cities within the area of the County for their appointment of Dr. Schlenker as their Health Authority, **NOW THEREFORE:**

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

SECTION 1. The Mayor of the City of San Antonio, or his designee, is hereby authorized to execute a Certificate of Appointment of Local Health Authority for submittal to the Texas Department of State Health Services naming Thomas L. Schlenker, M.D., M.P.H., Director of the San Antonio Metropolitan Health District (Metro Health), as Health Authority for the City of San Antonio. A copy of said Certificate of Appointment is incorporated herein for all purposes as **Attachment I.**

SECTION 2. The City Manager or her designee, or the Director of Metro Health is hereby authorized to execute an Interlocal Agreement with Bexar County and local municipalities to appoint Dr. Schlenker, as their Health Authority. A copy of said agreement is incorporated herein for all purposes as **Attachment II.**

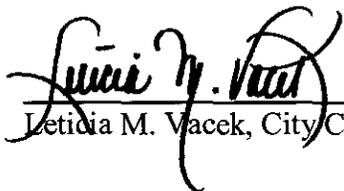
SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, 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 4. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

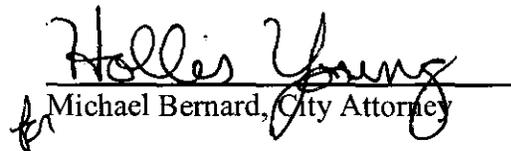
PASSED AND APPROVED this 4th day of October, 2012.


M A Y O R
Julián Castro

ATTEST:

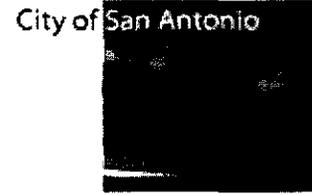

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


Michael Bernard, City Attorney



Request for
COUNCIL
ACTION



Agenda Voting Results - 17

Name:	5, 6, 7, 8, 9, 10, 13A, 13B, 13D, 13E, 14, 15, 16, 17						
Date:	10/04/2012						
Time:	09:34:55 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the appointment of Thomas L. Schlenker, M.D., M.P.H., Director of the San Antonio Metropolitan Health District, as Health Authority for the City of San Antonio and submission of such appointment to the Texas Department of State Health Services, and authorizing an Interlocal Agreement with Bexar County and local municipalities to designate Dr. Schlenker, as their Health Authority. [Erik Walsh , Deputy City Manager; Dr. Thomas L. Schlenker, Director of Public Health]						
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				x
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				



Certificate of Appointment

For a

Local Health Authority

I, Julián Castro, acting in the capacity as a

(Check the appropriate designation below)

- Non-physician and the Local Health Department Director
- Mayor or Designee
- County Judge of Designee
- Chairperson of the Public Health District

do hereby certify the physician, Dr. Thomas Schlenker, who is licensed by the Texas Board of Medical Examiners, was duly appointed as the Local Health Authority for San Antonio/Bexar County, Texas.

Date term of office begins October 1, 2012

Date term of office ends September 30, 2014, or earlier, as replaced by law.

The Local Health Authority has been appointed and approved by the:

(Check the appropriate designation below)

- Director, _____
- City Council for the City of San Antonio
- Commissioners Court for _____ County
- Board of Health for the _____ Public Health District

I certify to the above information on this the _____ day of _____, 2012.

Signature of appointing official

ARTICLE III
DESIGNATION OF HEALTH AUTHORITY

3.01 The CITIES will appoint Dr. Schlenker to serve as their 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. Schlenker's authority is invoked are more fully described in Article IV below. A copy of the Certificate of Appointment for each CITY is attached to this Agreement as Exhibit "A".

3.02 The CITIES will re-appoint Dr. Schlenker as their Health Authority upon expiration of his two-year term and Dr. Schlenker 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 In the event of an occurrence anywhere within Bexar 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. Schlenker or his designee, constitutes a civil emergency and places the health and safety of the residents of Bexar County at risk, then Dr. Schlenker shall be the Health Authority permitted to provide emergency assistance anywhere within Bexar County. Upon the occurrence of an Emergency Event, Dr. Schlenker 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 A CITY may consult with Dr. Schlenker 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. Schlenker or the District without prior written authorization from that CITY sent to the address set forth in section 5.01 of this Agreement.

ARTICLE V
COMPENSATION

5.01 If Dr. Schlenker 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
Accounting Division Attn: Accounting Division
332 W. Commerce
San Antonio, Texas 78205

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

ARTICLE VI
REPRESENTATIONS

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

ARTICLE VII
SEVERABILITY

7.01 If any provision of this Agreement is found to be invalid, all other provisions will nevertheless remain in effect.

ARTICLE VIII
GOVERNING LAW

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

-----*THIS SECTION INTENTIONALLY LEFT BLANK*-----

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 will 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 _____, 2012.

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:

SUSAN YEATTS
County Auditor

DAVID SMITH
County Manager

HEALTH AUTHORITY:

THOMAS SCHLENKER, M.D., MPH
Director
San Antonio Metropolitan Health District

Date: _____

CITY OF SAN ANTONIO:

APPROVED AS TO LEGAL FORM:

ERIK WALSH
Deputy City Manager

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

Date: _____

Date: _____

CITY OF ALAMO HEIGHTS:

By: _____

Its: _____

Date: _____

CITY OF BALCONES HEIGHTS:

By: _____

Its: _____

Date: _____

CITY OF CASTLE HILLS:

By: _____

Its: _____

Date: _____

CITY OF CHINA GROVE:

By: _____

Its: _____

Date: _____

CITY OF CONVERSE:

By: _____

Its: _____

Date: _____

CITY OF ELMENDORF:

By: _____

Its: _____

Date: _____

CITY OF FAIR OAKS RANCH:

By: _____

Its: _____

Date: _____

CITY OF GREY FOREST:

By: _____

Its: _____

Date: _____

CITY OF HELOTES:

By: _____

Its: _____

Date: _____

CITY OF HILL COUNTRY VILLAGE:

By: _____

Its: _____

Date: _____

CITY OF HOLLYWOOD PARK:

By: _____

Its: _____

Date: _____

CITY OF KIRBY:

By: _____

Its: _____

Date: _____

CITY OF LA COSTE:

By: _____

Its: _____

Date: _____

CITY OF LEON VALLEY:

By: _____

Its: _____

Date: _____

CITY OF LIVE OAK:

By: _____

Its: _____

Date: _____

CITY OF LYTLE:

By: _____

Its: _____

Date: _____

CITY OF OLMOS PARK:

By: _____

Its: _____

Date: _____

CITY OF SCHERTZ:

By: _____

Its: _____

Date: _____

CITY OF SELMA:

By: _____

Its: _____

Date: _____

CITY OF SHAVANO PARK:

By: _____

Its: _____

Date: _____

CITY OF SOMERSET:

By: _____

Its: _____

Date: _____

CITY OF ST. HEDWIG:

By: _____

Its: _____

Date: _____

CITY OF TERRELL HILLS:

By: _____

Its: _____

Date: _____

CITY OF UNIVERSAL CITY:

By: _____

Its: _____

Date: _____

CITY OF WINDCREST:

By: _____

Its: _____

Date: _____