

**CITY OF SAN ANTONIO
SAN ANTONIO METROPOLITAN HEALTH DISTRICT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

FROM: Fernando A. Guerra, MD, MPH, Director of Health

SUBJECT: AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION
CONTRACT WITH THE TEXAS DEPARTMENT OF CRIMINAL JUSTICE

DATE: December 9, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the Interim City Manager to execute an Interlocal Cooperation Contract with the Texas Department of Criminal Justice (TDCJ) allowing the San Antonio Metropolitan Health District (SAMHD) to receive up to \$1,200.00 for providing death certificates of expired parolees to TDCJ through August 31, 2005.

Staff recommends approval.

BACKGROUND INFORMATION

The SAMHD Statistical Services Division provides birth and death certificates to qualified applicants. TDCJ desires to contract with the City for the SAMHD to provide death certificates to TDCJ of parolees who have expired while they are on parole. This information is then used to close out the parolee's case. The contract ends August 31, 2005.

POLICY ANALYSIS

Acceptance of this proposed Interlocal Cooperation Contract is consistent with long-standing City efforts to collaborate with State agencies for the benefit of local residents.

FISCAL IMPACT

The SAMHD Statistical Services Division will receive up to \$1,200.00 for the sale of approximately 120 death certificates at \$10.00 each to TDCJ. These revenues will be deposited into the City General Fund.

COORDINATION

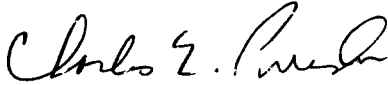
The City Attorney's Office and the Human Resources Department, Risk Management Division, have reviewed and approved the Interlocal Cooperation Contract with TDCJ. The Finance Department has been apprised of this action.

SUPPLEMENTARY COMMENTS

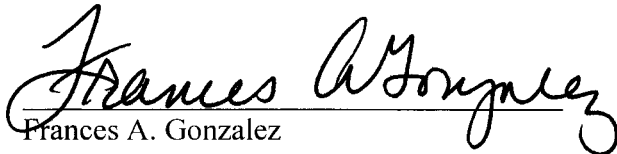
Provisions of the Ethics Ordinance do not apply.

Attachments:

Attachment I: Texas Department of Criminal Justice
Contract Number 696-PD-5-5-L0053



Fernando A. Guerra, MD, MPH
Director of Health



Frances A. Gonzalez
Assistant City Manager



J. Rolando Bono
Interim City Manager

AN ORDINANCE

AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF CRIMINAL JUSTICE (TDCJ) AND THE CITY OF SAN ANTONIO FOR THE PROVISION OF DEATH CERTIFICATES TO TDCJ OF PAROLEES WHO PASS AWAY WHILE ON PAROLE AND FOR REIMBURSEMENT TO THE CITY IN AN AMOUNT NOT TO EXCEED \$1,200.00 THROUGH AUGUST 31, 2005.

* * * * *

WHEREAS, the City of San Antonio, through the San Antonio Metropolitan Health District (SAMHD), currently provides comprehensive public health services to protect the health of all residents within the jurisdiction of the SAMHD; and

WHEREAS, the SAMHD Statistical Services/Vital Statistics Registry Division provides birth and death certificates for Bexar County; and

WHEREAS, the Texas Department of Criminal Justice (TDCJ) desires to contract with the City of San Antonio through an Interlocal Cooperation Contract for the SAMHD to provide death certificates to TDCJ of parolees who pass away while they are on parole; and

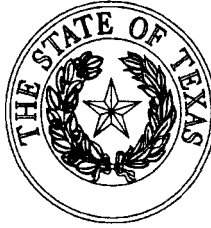
WHEREAS, it is now necessary to authorize the execution of the Interlocal Cooperation Contract for the provision of these death certificates; **NOW THEREFORE:**

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

SECTION 1. The Interim City Manager, or his designee, is authorized to execute an Interlocal Cooperation Contract for the period September 1, 2004 through August 31, 2005 in an amount not to exceed \$1,200.00 with the Texas Department of Criminal Justice for the SAMHD to provide death certificates to TDCJ of parolees who pass away while they are on parole. A copy of the Interlocal Cooperation Contract, in substantially correct form, is attached hereto and incorporated herein for all purposes as Attachment I.

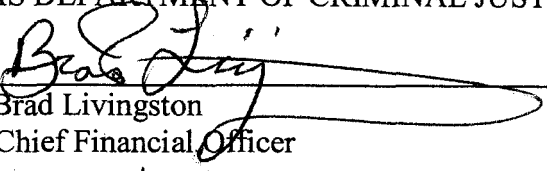
SECTION 2. SAP Fund No. 11000000, City General Fund, Funds Center 3601010000 is hereby designated for use in accounting for the fiscal transactions of this project.

SECTION 3. Payments received from the Texas Department of Criminal Justice are to be deposited into the above-designated fund, Cost Center 3601010001, Internal Order 2360000000001.



ATTACHMENT I

This Contract is entered into by and between the Agencies shown below, in compliance with and pursuant to the authority specified herein. The provisions of this Contract shall be interpreted in accordance with Texas laws. Venue for any court disputes shall be in Travis County.

RECEIVING PARTY: TEXAS DEPARTMENT OF CRIMINAL JUSTICE (TDCJ)	
MAILING ADDRESS: Parole Division C/O Accounts Payable P.O. Box 4018 Huntsville, Texas 77342	
PERFORMING PARTY: CITY OF SAN ANTONIO ON BEHALF OF THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT	
MAILING ADDRESS: Office of Vital Statistics 719 S. Santa Rosa, Suite A San Antonio, Texas 78204	
LEGAL AUTHORITY TO CONTRACT: Interlocal Cooperation Act, Chapter 791, Texas Government Code	
CONTRACT TERM: 9/1/04 through 8/31/05	
TOTAL AMOUNT NOT TO EXCEED: \$1,200.00	
SUMMARY OF SERVICES: The San Antonio Metropolitan Health District will provide death certificates of deceased parolees to TDCJ.	
EXECUTED IN THREE ORIGINALS ON THE DATES SHOWN	
RECEIVING PARTY: TEXAS DEPARTMENT OF CRIMINAL JUSTICE BY:  Brad Livingston Chief Financial Officer DATE: 10/14/04	PERFORMING PARTY: CITY OF SAN ANTONIO ON BEHALF OF THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT BY: _____ Fernando A. Guerra, MD, MPH Director of Health DATE: _____ BY: _____ Frances A. Gonzalez Assistant City Manager DATE: _____

PERFORMING PARTY:

CITY OF SAN ANTONIO ON BEHALF OF THE
SAN ANTONIO METROPOLITAN HEALTH
DISTRICT

ATTEST: _____

Leticia M. Vacek
City Clerk

DATE: _____

PERFORMING PARTY:

CITY OF SAN ANTONIO ON BEHALF OF THE SAN
ANTONIO METROPOLITAN HEALTH DISTRICT

APPROVED AS TO FORM:

Andrew Martin
City Attorney

DATE: _____

INTERLOCAL COOPERATION CONTRACT

THIS CONTRACT is entered into by and between the Parties shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I. CONTRACTING PARTIES

The Receiving Party: Texas Department of Criminal Justice (TDCJ)

The Performing Party: City of San Antonio on behalf of the San Antonio Metropolitan Health District (City)

II. STATEMENT OF SERVICES TO BE PERFORMED

City will provide death certificates to TDCJ of parolees who expire while they are on parole. This information is then used to close out the parolee's case and ensure they are no longer a security issue in society.

III. CONTRACT AMOUNT

The total amount of this Contract shall not exceed One Thousand, Two Hundred Dollars and no/100 (\$1,200.00). The price per death certificate shall be \$10.00. The City and TDCJ agree and understand that the TDCJ will pay for the performance of services by the City from its current revenues available to the TDCJ.

IV. PAYMENT FOR SERVICES

TDCJ shall pay for services received pursuant to this Contract based upon invoices submitted by the City.

City shall submit monthly invoices that include the contract number to the following location:

Texas Department of Criminal Justice
Accounts Payable
P.O. Box 4018
Huntsville, Texas 77342

Payment for services performed shall reference the contract number and account number and be sent to:

San Antonio Metropolitan Health District
Office of Vital Statistics
719 S. Santa Rosa, Suite A
San Antonio, Texas 78204
Attention: Josie Leal

Payments received by City shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

V. TERM OF CONTRACT

This Contract is to begin September 1, 2004 and shall terminate on or before August 31, 2005 unless terminated sooner in accordance with Section VII below.

VI. RELATIONSHIP OF PARTIES

TDCJ is associated with the San Antonio Metropolitan Health District only for the purposes and to the extent set forth herein, and with respect to the performance of services hereunder. TDCJ is and shall be an independent Contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for City whatsoever with respect to the indebtedness, liabilities, and obligations of TDCJ or any other party.

VII. TERMINATION

- A. Either party may terminate this Contract, without cause, upon thirty (30) days prior written notice to the other party. Notice shall be deemed given when delivered in person, consigned to a delivery service or courier, or placed in the U.S. mail. Notice to TDCJ shall be sent to:

Karen Matthews, Contract Administrator
Texas Department of Criminal Justice
Contracts and Procurement-Contracts Branch
Two Financial Plaza, Suite 525
Huntsville, Texas 77340
(936) 437-7043

Sylvia, Farias, Administrative Assistant III
Texas Department of Criminal Justice
DPO I San Antonio
321 Center Street, Suite 2074
San Antonio, Texas 78202
(210) 225-2668 Ext. 281

Notice to City shall be sent to the following address:

Fernando A. Guerra, M.D., M.P.H.
San Antonio Metropolitan Health District
332 W. Commerce
San Antonio, Texas 78205-2489
(210) 207-8780

- B. Within thirty (30) days after the effective date of termination, TDCJ shall submit its statement for services rendered prior to the date of termination.

VIII. DISPUTE RESOLUTION

Any dispute arising under this Contract, which is not disposed of by mutual agreement between TDCJ and the Performing Party shall be resolved as follows:

The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by TDCJ and the Performing Party to attempt to resolve any claim for breach of contract made by the TDCJ.

- A. A Performing Party's claim for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, the Performing Party shall submit written notice, as required by Subchapter B, to the Director for Contracts and Procurement, or his designee, at Two Financial Plaza, Suite 525, Huntsville, TX 77340. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B are being invoked, and shall also be given to all other representatives of TDCJ and the Performing Party otherwise entitled to notice under the parties' Contract. Compliance by the Performing Party with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.
- B. The contested case process provided in Chapter 2260, Subchapter C, of the Government Code is the Performing Party's sole and exclusive process for seeking a remedy for an alleged breach of Contract by TDCJ if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
- C. Compliance with the contested case process provided in Subchapter C is a condition precedent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by TDCJ nor any other conduct of any representative of TDCJ related to the Contract shall be considered a waiver of sovereign immunity to suit.

In addition to complying with Chapter 2260 of the Government Code, TDCJ and the Performing Party shall comply with the rule published in the Texas Administrative Code, Title 37, Public Safety and Corrections, Part VI, Texas Department of Criminal Justice Chapter 155, Reports and Information gathering, Subchapter C, Procedures for Resolving Claims and Disputes.

At all times during the course of the dispute resolution process, TDCJ shall continue with providing services as directed, in a diligent manner and without delay, shall conform to the TDCJ's directive, decision or order, and shall be governed by all applicable provisions of this Contract. Records of the services performed shall be kept in sufficient detail to enable payment in accordance with applicable provisions of this Contract, if this should become necessary.

IX. MISCELLANEOUS

- A. This Contract may be amended or supplemented only by a written document signed by the duly authorized representatives of the parties hereto.
- B. This Contract shall be governed by and construed in accordance with the laws of the State of Texas.
- C. This Contract and any written modifications constitute the sole agreement of both parties. Any oral agreements or understandings outside the terms of this Contract shall be void.
- D. Performing Party understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Party further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Performing Party will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Performing Party and the requirement to cooperate is included in any subcontract it awards. Performing Party will reimburse the State of Texas for all costs associated with enforcing this provision.