

AN ORDINANCE 2006-03-16-0345

AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION CONTRACT WITH THE TEXAS DEPARTMENT OF CRIMINAL JUSTICE PROVIDING THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT UP TO \$1,200.00 FOR DEATH CERTIFICATES THROUGH AUGUST 31, 2006.

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WHEREAS, the San Antonio Metropolitan Health District (SAMHD) Statistical Services Division provides birth and death certificates to qualified applicants; and

WHEREAS, the Texas Department of Criminal Justice (TDCJ) desires to contract with the City of San Antonio for the SAMHD to provide death certificates to the TDCJ for parolees who have died while they are on parole; **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 Cooperation Contract with the Texas Department of Criminal Justice (TDCJ) which will provide the City of San Antonio with up to \$1200.00 for the provision of death certificates by the San Antonio Metropolitan Health District to the TDCJ through August 31, 2006. A copy of said contract is attached hereto and incorporated herein for all purposes as Attachment I.

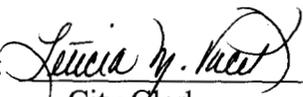
SECTION 2. SAP Fund No. 11001000, City General Fund, Funds Center 3601010000, Internal Order 236000000001, GL 4402505, is hereby designated for use in accounting for the fiscal transactions of this project.

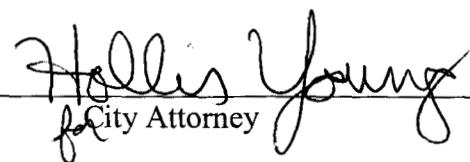
SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, 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 shall be effective on and after March 26, 2006.

PASSED AND APPROVED this 16th day of March, 2006


M A Y O R
PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
for City Attorney



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.

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| 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: 9/1/05 through 8/31/06 | |
| 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: <u>Charles Marsh</u> Charles Marsh Chief Financial Officer DATE: <u>1/27/06</u> | 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: _____ |

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| <p>PERFORMING PARTY:</p> <p>CITY OF SAN ANTONIO ON BEHALF OF THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT</p> <p>ATTEST: _____ Leticia M. Vacek City Clerk</p> <p>DATE: _____</p> | <p>PERFORMING PARTY:</p> <p>CITY OF SAN ANTONIO ON BEHALF OF THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT</p> <p>APPROVED AS TO FORM:</p> <p>_____ Michael D. Bernard City Attorney</p> <p>DATE: _____</p> |
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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 for the period of September 1, 2005 through November 30, 2005 shall be \$10.00. The price per death certificate for the period of December 1, 2005 through August 31, 2006 shall be \$21.00. 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, 2005 and shall terminate on or before August 31, 2006 unless terminated sooner in accordance with Section VII below.

VI. RELATIONSHIP OF PARTIES

TDCJ is associated with the City only for the purposes and to the extent set forth herein and with respect to the performance of services hereunder. City 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 the TDCJ whatsoever with respect to the indebtedness, liabilities and obligations of the City 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 Davis, Contract Administrator
Texas Department of Criminal Justice
Contracts and Procurement
Client Services and Governmental 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, the Performing Party 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.