

## RESOLUTION

### **AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH NUECES AND SAN PATRICIO COUNTIES TO PROMOTE COMMUNITY DIALOGUE ON REGIONAL HEALTH AWARENESS**

**Whereas**, concerns over access to life quality decision-making and information have been expressed by some members of the Coastal Bend communities to regulatory and resource agencies; and

**Whereas**, these citizen concerns resulted in the U. S. Environmental Protection Agency to initiate a risk evaluation process to shape community dialogue; and

**Whereas**, a meaningful and sincere dialogue over regional health awareness issues is essential to the welfare of our community; and

**Whereas**, during discussions between the EPA and key stakeholders, questions regarding the rationale, need, and value of implementing this addition process were raised because of the numerous existing forums are available and active in the community to respond to the citizens concerns; and

**Whereas**, an evaluation of the existing forums available in the area should be undertaken to determine if there is any need to improve or enhance the methods and opportunities for communication and coordination with the local community on regional health awareness issues; and


**Whereas**, a task force of key stakeholders has proposed the establishment of a Regional Health Awareness Board to assess the EPA's proposed Risk Evaluation Process, assess existing mechanisms for community dialogue, conduct a "gap" analysis between the EPA process and the status quo, and, based on the findings, develop a model to ensure effective dialogue with the community; and

**Whereas**, the City and Nueces and San Patricio Counties are committed to enhancing the current opportunities for community dialogue on health awareness issues in the community.

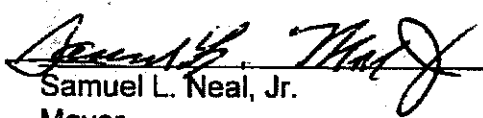
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:**

**SECTION 1.** The Mayor is authorized to execute an interlocal cooperation agreement with Nueces and San Patricio Counties to promote community dialogue on regional health awareness.

ATTEST:

  
\_\_\_\_\_  
Armando Chapa  
City Secretary

THE CITY OF CORPUS CHRISTI

  
\_\_\_\_\_  
Samuel L. Neal, Jr.  
Mayor

APPROVED: 20<sup>th</sup> day of June, 2003.

  
\_\_\_\_\_  
R. Jay Reining  
Acting City Attorney

Corpus Christi, Texas

24<sup>th</sup> of June, 2003

The above resolution was passed by the following vote:

Samuel L. Neal, Jr.	<u>aye</u>
Brent Chesney	<u>aye</u>
Javier D. Colmenero	<u>aye</u>
Melody Cooper	<u>absent</u>
Henry Garrett	<u>aye</u>
Bill Kelly	<u>aye</u>
Rex A. Kinnison	<u>aye</u>
Jesse Noyola	<u>aye</u>
Mark Scott	<u>aye</u>

**INTERLOCAL AGREEMENT  
TO PROMOTE  
COMMUNITY DIALOGUE  
ON  
REGIONAL HEALTH AWARENESS**

This Interlocal Agreement is entered into by and between the City of Corpus Christi, Texas ("City"), County of Nueces ("Nueces"), and County of San Patricio ("San Patricio").

**Whereas**, concerns over access to life quality decision-making and information have been expressed by some members of the Coastal Bend communities to regulatory and resource agencies; and

**Whereas**, these citizen concerns resulted in the U. S. Environmental Protection Agency ("EPA") to initiate a risk evaluation process to shape community dialogue; and

**Whereas**, the Parties agree that a meaningful and sincere dialogue over regional health awareness issues is essential; and

**Whereas**, during discussions between the EPA and key stakeholders, questions regarding the rationale, need, and value of implementing this addition process were raised because of the numerous existing forums are available and active in the community to respond to the citizens concerns; and

**Whereas**, the Parties believe that an evaluation of the existing forums available in the area should be undertaken to determine if there is any need to improve or enhance the methods and opportunities for communication and coordination with the local community on regional health awareness issues; and

**Whereas**, the Parties desire to undertake a four step process that will:

1. Assess the EPA's proposed Risk Evaluation Process.
2. Assess existing mechanisms for community dialogue.
3. Conduct a "gap" analysis between the EPA process and the status quo.
4. Based on the findings, develop a model to ensure effective dialogue with the community.

**NOW, THEREFORE** in consideration of the mutual covenants in this Agreement, the participating local governments (the "Parties"), authorized by appropriate actions of their governing bodies, agree as follows:

**1. Purpose.** The purpose of this Agreement is to establish and maintain a Regional Health Awareness Board to assess communication models that the Parties can implement to share information used in their health awareness decision-making and the

methods the Parties can use to receive and provide to members of the local communities about life quality issues of concern to our residents.

**2. Scope of Services.** The functions to be performed by the Regional Health Awareness Board under this Agreement are outlined in Appendix A.

**3. Other Agreements. Supplementary Agreements and Protocols.** The Parties are encouraged, all or some, to enter into additional agreements and protocols governing operating departments of the Parties (for example, fire and health) are authorized and encouraged to enter into specific protocols with their counterparts to enhance coordination of regional health awareness matters.

**4. Implementation.** The City Manager and County Judges, and their designees, are authorized and directed to take all steps necessary or convenient to implement this Agreement, and shall cooperate in developing a plan for the implementation of the activities provided for in this Agreement.

**5. Participation Notice.** Each Party shall notify the other Parties its participation in this Agreement by furnishing an executed original of the attached Participation Notice.

**6. Warranty.** The Agreement has been officially authorized by the governing body of each Party, and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind their respective Party to this Agreement.

**7. Administrative Services.** The City agrees to provide administrative services necessary to coordinate this Agreement, including providing Parties with a current list of contact information for each Party.

**8. Federal and State Participation.** Federal and state entities and other local governments may participate in this Agreement, to the extent of any limitations of their authority, by furnishing an executed original of the attached Participation Notice to the City.

**9. Expending Funds.** Each Party which performs services under this Agreement will do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid under this Agreement.

**10. Term of Agreement.**

a. This Agreement shall become effective as to each Party when approved and executed by that Party.

b. Once approved by all Parties, this Agreement shall be for a term of one year, and shall be automatically renewed annually, unless any party its participation by giving written notice to the other parties at least sixty days before the end of each annual term.

c. Termination of participation in this Agreement by any Party does not affect the continued operation of this Agreement between and among the remaining Parties, and this Agreement shall continue in force and remain binding on the remaining Parties.

**11. Oral and Written Agreements.** All oral or written agreements between the parties relating to the subject matter of this Agreement, which were developed prior to the execution of this Agreement, have been reduced to writing and are contained in this Agreement.

**12. Entire Agreement.** This Agreement, including Attachments, represents the entire Agreement between the Parties and supersedes any and all prior agreements between the parties, whether written or oral, relating to the subject of this agreement.

**13. Interlocal Cooperation Act.** The Parties agree that activities contemplated by this Agreement are "governmental functions and services" and that the Parties are "local governments" as that term is defined in the Interlocal Cooperation Act.

**14. Severability.** If any provision of this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement, which can be given effect without the invalid provision. To this end the remaining provisions of this Agreement are severable and continue in full force and effect.

**15. Validity and Enforceability.** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement continue in full force and effect.

**16. Not for Benefit of Third Parties.** This Agreement and all activities under this Agreement are solely for the benefit of the Parties and not the benefit of any third party.

**17. Exercise of Police Power.** This Agreement and all activities under this Agreement are undertaken solely as an exercise of the police power of the Parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons and the Parties shall not have nor be deemed to have any duty to any particular person or persons.

**18. Immunity Not Waived.** Nothing in this Agreement is intended, nor may it be deemed, to waive any governmental, official, or other immunity or defense of any of the Parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained in this Agreement.

**19. Civil Liability to Third Parties.** Each Responding Party will be responsible for any civil liability for its own actions under this Agreement, and will determine what level, if any, of insurance or self-insurance it should maintain for such situations.

**20. No Liability of Parties to One Another.** One Party may not be responsible and is not civilly liable to another for not responding, or for responding at a particular level of resources or in a particular manner. Each Party to this Agreement waives all claims against the other Parties to this Agreement for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party.

**21. Notices.**

a. Notices under this agreement may be delivered by mail as follows:

City:

City of Corpus Christi  
Attn: City Manager  
P.O. Box 9277  
Corpus Christi, Texas 78469-9277

Nueces County:

County of Nueces  
Attn: County Judge  
901 Leopard Street, Room 303  
Corpus Christi, Texas 78401-3697

San Patricio County:

County of San Patricio  
Attn: County Judge  
County Courthouse, Room 109  
400 West Sinton Street  
Sinton, Texas 78387

b. The parties to this agreement may specify to the other party in writing.

**22. Amendments to Agreement.**

a. This Agreement may not be amended except by written agreement approved by the governing bodies of the Parties.

b. No officer or employee of any of the Parties may waive or otherwise modify the limitations in this Agreement, without the express action of the governing body of the Party.

**23. Captions.** Captions to provisions of this Agreement are for convenience and shall not be considered in the interpretation of the provisions.

**24. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall be in accordance with the Texas Rules of Civil Procedure.



**APPENDIX A  
REGIONAL HEALTH AWARENESS BOARD**

**1. Mission of the Regional Health Awareness Board.**

To ensure that opportunities exist for quality dialogue by citizens of the coastal bend on the issues impacting health, safety, environment, and life quality.

**2. How the Regional Health Awareness Board will function?**

The Regional Health Awareness Board will function as an independent oversight committee with advisory capacity to the various existing forums for community dialogue. The Board's charge is to ensure that opportunities exist for quality dialogue by citizens of Corpus Christi, Nueces County, and San Patricio County on the issues impacting health, safety, the environment, and life quality. The Board will serve as both (1) a clearinghouse for ensuring that inquiries are addressed in the appropriate forum, and (2) an overarching quality control mechanism to ensure that performance based dialogue is available in all topical areas.

The Regional Health Awareness Board will establish standards for effective dialogue and work with the various forums to ensure adoption of these standards. Additionally, information from the Regional Health Awareness Board will be shared with the various forums on a regular basis. The forums will be encourage to return report key issues and progress back to the Regional Health Awareness Board.

The City of Corpus Christi, Nueces County, and San Patricio County will require their various boards, commissions, and advisory committees to coordinate their related activities with the Regional Health Awareness Board.

Non-governmental organizations ("NGO's") with related activities will be requested to enter into a letter of agreement with the Regional Health Awareness Board that outlines their willingness to work with the Board and participate in the Board's activities. Participation will include attendance at briefings on issues of common interest and the agreement to investigate and propose appropriate responses to those issues.

**3. Who will be on the Regional Health Awareness Board?**

The Regional Health Awareness Board consists of:

Six members representing a cross-section of health, environmental, and social interest. Two of these community members will be appointed by the City Council, City of Corpus Christi, two members will be appointed by the Commissioners Court Nueces County, and two members will be appointed by the Commissioner Court San Patricio County. Each governing body will appoint one of their original community member appointees to a two

year term and the other appointee to a three year term. Subsequent appointments should be for a three year term.

In addition, the following organizations may appoint members:

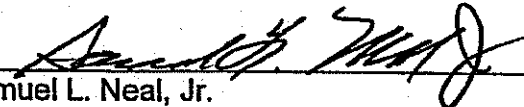
- City of Corpus Christi (1 member)
- Nueces County (1 member)
- San Patricio County (1 member)
- Port Industries of Corpus Christi (2 members)
- Texas A & M University – Corpus Christi (1 member)
- Texas A & M University – Kingsville (1 member)
- Texas Commission on Environmental Quality, Region 14  
(1 ex-officio/non-voting member)
- U. S. Environmental Protection Agency, Region VI (1 ex-officio/non-voting member)
- City of Corpus Christi/Nueces County Health Department  
(1 ex-officio/non-voting member)
- San Patricio Health Department (1 ex-officio/non-voting member)

4. The Regional Health Awareness Board shall meet as frequently as necessary to effectively carry out its function, but not less frequently than once each month.

5. The meetings of the Regional Health Awareness Board will be open to the public, and posted under the Texas Open Meetings Act, Chapter 551, Texas Government Code.

PARTICIPATION NOTICE

I hereby notify the Parties that the City of Corpus Christi, Texas, has approved participation in the Interlocal Agreement to Promote Community Dialogue on Regional Health Awareness, by lawful action of its governing body, a true copy of which is attached and incorporated in this Agreement.

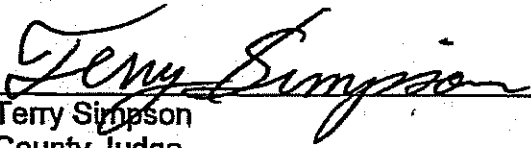
  
\_\_\_\_\_  
Samuel L. Neal, Jr.  
Mayor  
City of Corpus Christi

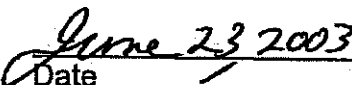
September 4, 2003  
Date

Res 025359 authorized  
BY COUNCIL 6/24/03  
\_\_\_\_\_  
SECRETARY *AC*

PARTICIPATION NOTICE

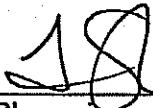
I hereby notify the Parties that the County of San Patricio, Texas, has approved participation in the Interlocal Agreement to Promote Community Dialogue on Regional Health Awareness, by lawful action of its governing body, a true copy of which is attached and incorporated in this Agreement.

  
\_\_\_\_\_  
Terry Simpson  
County Judge  
County of San Patricio, Texas

  
\_\_\_\_\_  
Date

PARTICIPATION NOTICE

I hereby notify the Parties that the County of Nueces, Texas, has approved participation in the Interlocal Agreement to Promote Community Dialogue on Regional Health Awareness, by lawful action of its governing body, a true copy of which is attached and incorporated in this Agreement.

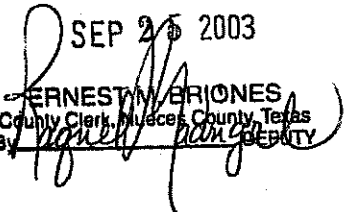


Terry Shamsie  
County Judge  
County of Nueces, Texas,

9/17/03  
Date

**FILED**

SEP 25 2003

ERNEST M. BRIONES  
County Clerk, Nueces County, Texas  
By  DEPUTY