



ESTADO LIBRE ASOCIADO DE PUERTO RICO
GOBIERNO MUNICIPAL AUTONOMO DE PONCE
Asamblea Municipal
Apartado 331709
Ponce, Puerto Rico 00733-1709

00405

RESOLUCION NÚM. 74
SERIE DE 1999-2000

PROYECTO DE ADMINISTRACION

“PARA AUTORIZAR AL HONORABLE RAFAEL CORDERO SANTIAGO, ALCALDE DE PONCE, PARA QUE EN SU CARACTER DE ALCALDE FIRME UN ACUERDO INTERGUBERNAMENTAL ENTRE EL MUNICIPIO AUTONOMO DE PONCE Y EL MUNICIPIO DE JUANA DIAZ SOBRE EL PROGRAMA RYAN WHITE, TITULO I; Y PARA OTROS FINES”.

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POR CUANTO: El Municipio Autónomo de Ponce en virtud de la Ley Pública 101-381 Título I, es actualmente el recipiente de una aportación federal para mejorar la calidad, disponibilidad y organización de los servicios de salud y apoyo a pacientes infectados y afectados por el VIH/SIDA;

POR CUANTO: La Ley 81 del 30 de agosto de 1991 (Ley de Municipios Autónomos del Estado Libre Asociado de Puerto Rico) según enmendada en su Artículo 14.002 establece que:

“cualquier municipio podrá contratar con otros municipios para realizar conjuntamente cualquier estudio, trabajo o actividad... o cumplir con cualquier función o actividad autorizada por Ley...”

POR CUANTO: El Municipio Autónomo de Ponce pertenece al Ponce Emergency Metropolitan Area del Programa Ryan White en adición a los pueblos de: Juana Díaz, Villalba, Guayanilla, Peñuelas y Yauco, de los cuales solamente Ponce y Juana Díaz poseen por lo menos 10% de los casos reportados de VIH/SIDA del área;

POR CUANTO: Los Emergency Metropolitan Areas del Programa Ryan White están compuestos por la ciudades más afectadas por el virus VIH y reciben fondos para ayudar a las personas más necesitadas y afectadas por el virus;

POR CUANTO: La Agencia Federal encargada de administrar los fondos del Programa Ryan White Título I (HRSA - Health Resources and Services Administration) le exige al Municipio Autónomo de Ponce que firme un acuerdo intergubernamental con las

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entidades políticas pertenecientes al EMA o área metropolitana elegible con por lo menos 10% de los casos reportados de VIH/SIDA del área.

POR TANTO: RESUELVESE POR LA ASAMBLEA MUNICIPAL DE PONCE, PUERTO RICO:

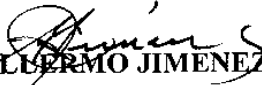
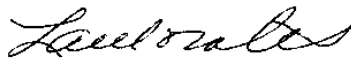
SECCION PRIMERA: Autorizar al Honorable Rafael Cordero Santiago, Alcalde de Ponce, para que en representación del Municipio Autónomo de Ponce a firmar el acuerdo intergubernamental con el Municipio de Juana Díaz sobre el Programa Ryan White Título I del Ponce Emergency Metropolitan Area para el año 2000-2001; y subsiguientes siempre y cuando el Municipio Autónomo de Ponce presente una propuesta.

SECCION SEGUNDA: Autorizar al Alcalde a firmar los documentos sobre "Suplemento y Fórmula" de la solicitud de fondos para el año 2000 - 2001 del Programa Ryan White Título I.

SECCION TERCERA: Esta Resolución tendrá vigencia inmediata luego de su aprobación.

SECCION CUARTA: Copia de esta Resolución será enviada a la Administración del Programa Ryan White Título I en el Municipio Autónomo de Ponce, al Municipio de Juana Díaz, a la División Legal del Municipio Autónomo de Ponce y a la Oficina de Servicios Humanos.

APROBADA ESTA RESOLUCION POR LA ASAMBLEA MUNICIPAL DE PONCE, PUERTO RICO, A LOS 30 DIAS DEL MES DE SEPTIEMBRE DE 1999.


GUILLERMO JIMENEZ MONROIG 
 SECRETARIO ASAMBLEA MUNICIPAL PRESIDENTE ASAMBLEA MUNICIPAL

SOMETIDA ESTA RESOLUCION A MI CONSIDERACION EL DIA 1ro DEL MES DE OCTUBRE DE 1999, Y APROBADA POR MI A LOS 4 DIAS DEL MES DE OCTUBRE DE 1999.


RAFAEL CORDERO SANTIAGO
 ALCALDE

W. O. M.
 DCS/num
 W. H.
 Rev por WTT

CERTIFICACION

YO: GUILLERMO JIMENEZ MONROIG, SECRETARIO DE LA ASAMBLEA MUNICIPAL DE PONCE, PUERTO RICO:

CERTIFICO: Que la precedente **Resolución Núm. 74**, Serie de 1999-2000, **“PARA AUTORIZAR AL HONORABLE RAFAEL CORDERO SANTIAGO, ALCALDE DE PONCE, PARA QUE EN SU CARACTER DE ALCALDE FIRME UN ACUERDO INTERGUBERNAMENTAL ENTRE EL MUNICIPIO AUTONOMO DE PONCE Y EL MUNICIPIO DE JUANA DIAZ SOBRE EL PROGRAMA RYAN WHITE, TITULO I; Y PARA OTROS FINES”**; fue aprobada por la Asamblea Municipal en la Sesión Extraordinaria el día **jueves, 30 de septiembre de 1999** y con los votos afirmativos de los siguientes **Asambleístas** a saber:

Hon. Carlos L. Báez	Hon. Cosme A. Ortiz Alvarez
Hon. Mayra C. Colón Toledo	Hon. Cruz Ortolaza
Hon. Ruth García Ortiz	Hon. Ana M. Pieve de Antúnez
Hon. José A. González	Hon. Santos Silva
Hon. Nilda González	Hon. Daisy Silvagnoli
Hon. Luis A. (Wito) Morales	Hon. Waldemar Vélez
Hon. Enrique A. Vicéns	

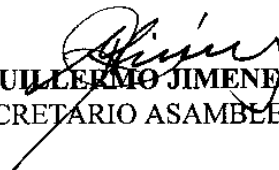
Hon. Orlando Salichs - *No votó*

Ausentes Excusados:
 Hon. Pedro Pacheco
 Hon. Rafael L. Rovira

Esta Resolución fue firmada por el Presidente y el Secretario de la Asamblea, el día **jueves 30 de septiembre de 1999**, debidamente certificada al Alcalde el día **viernes, 1ro de octubre de 1999**, y éste la firmó el día **lunes, 4 de octubre de 1999**.

CERTIFICO: Además, que de acuerdo con las Actas bajo mi custodia, aparece que todos los **Asambleístas** fueron debidamente citados para la referida sesión en la forma que determina la Ley.

Y PARA QUE ASI CONSTE, y a los fines procedentes, expido la presente con mi firma y el Sello Oficial del Municipio Autónomo de Ponce, hoy día **lunes, 4 de octubre de 1999**.


GUILLERMO JIMENEZ MONROIG
SECRETARIO ASAMBLEA MUNICIPAL

SELLO OFICIAL
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COMPREHENSIVE AIDS RESOURCES EMERGENCY (CARE) ACT CITY OF PONCE-JUANA DIAZ INTERGOVERNMENTAL AGREEMENT

At the Municipality of Ponce, Commonwealth of Puerto Rico this _____ day of 1999

FROM THE FIRST PART: THE AUTONOMOUS MUNICIPALITY OF PONCE, Social Security Number 66-043-3627, being represented in this agreement by its mayor RAFAEL CORDERO SANTIAGO Social Security number 581-86-2311; of legal age, married, and resident of Ponce, Puerto Rico hereinafter referred to as THE CITY; -----

FROM THE SECOND PART: THE MUNICIPALITY OF JUANA DIAZ, Social Security Number 66-032-3516, being represented in this agreement by its mayor SANTIAGO O MARTINEZ IRIZARRY of legal age, married, and resident of Juana Diaz, Puerto Rico hereinafter referred to as THE MUNICIPALITY. -----

WHEREAS, the Comprehensive AIDS Resources Emergency (CARE) Act requires that intergovernmental agreements (IGA) be established between the chief elected officials of political subdivisions which have not less than ten percent (10%) of the areas reported AIDS cases; and -----

WHEREAS, the purpose of the IGA is to lay out a framework for the responsibilities of, and the relationship between the pertinent organizations such as how funds will be administered, how the required planning council is established, and how funding decisions are made; and -----

WHEREAS, the current authority and expertise of the CITY and the MUNICIPALITY in the delivery of HIV Services are a basis for the relationship between these entities and their mutual responsibilities; and -----

WHEREAS, the CITY Department of Health is a fender of AIDS services and education, with experience in coalition building, Request for Proposal development and management, and contract management; and -----

WHEREAS, the MUNICIPALITY is the major provider of ambulatory care services to persons infected with HIV in the Juana Diaz Special Health Clinic. The provision of services to people with HIV who are medically indigent is a responsibility shared by the MUNICIPALITY. The MUNICIPALITY'S experience and expertise include direct health care, supportive care and care programs for the medically indigent. -----

NOW, THEREFORE, in consideration of the above, the parties hereto agree in this Intergovernmental Agreement as follows -----

FIRST: ADMINISTRATION

- A. The responsibility for the implementation of Title I of the CARE Act will be shared by the CITY and the MUNICIPALITY -----
- B. The CITY will be the recipient of CARE funds. The CITY'S Administration of the Ryan White Title I Program, through the CITY'S Department of Finance, will be the administrative mechanism for the distribution of the funds. Contracts awarded under the CARE Act will be approved and executed by the CITY. -----
- C. The CITY, through the Ryan White Title I Administration, will administer the CARE funds at five percent (5%) of the total award -----



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SECOND: HIV SERVICES PLANNING COUNCIL

- A. The Council established to guide implementation of the CARE Act will be known as the Ponce EMA HIV Services Planning Council -----
- B. At the inception of the council all of its members were appointed by the CITY's Mayor. Thereafter Council members are being selected through the nomination process described in the Council's By Laws. -----
- C. Additional appointments and reappointments shall be made by the CITY to meet the requirements of the CARE legislation, achieve representative providers and geographic balance, and/or replace members who leave the Council or whose terms expire. -----
- D. The duties of the Council shall include among others:
 - 1) Establishing funding priorities for the allocation of funds. -----
 - 2) Developing a comprehensive plan for the organization and delivery of HIV health and support services compatible with existing State and Local plans. -----
 - 3) Assessing the efficiency of the administrative mechanism in rapidly allocating funds to areas of greatest need. -----

THIRD: FUNDING DECISIONS

- A. Funds received under Title I of the CARE Act will be used to **supplement**, not supplant, existing or planned funds made available during the years in which the grant is awarded to provide HIV-related services to individuals with HIV. -----
- B. The CITY's "Needs Assessment Study" will serve as the core document from which the Council members will determine funding priorities. The findings in the "Needs Assessment Study" will be updated and augmented by the Council in establishing funding priorities. -----
- C. The CITY and the MUNICIPALITY will adhere to the funding priorities established by the Council. -----
- D. A Request For Proposal (RFP) process, (based on established priorities and the distribution of AIDS cases among jurisdictions within the EMA) consistent with this IGA, will be used to allocate funds to HIV+/AIDS services providers. -----
- E. The CITY shall make the final determination on the size and nature of grant awards consistent with the priorities established by the Council, based on the RAP process and the following:

- 1) Funding will be allocated in accordance with the local demographic characteristics of the AIDS and HIV infection, including allocations for services targeting infants, women, children and families, and minority communities. -----
- 2) Priority for funding will be given to providers providing a disproportionate share of care for the medically indigent. -----
- 3) Priority for funding will be given to providers whose proposals most directly relieve the burden of public and not-for-profit hospitals providing HIV-related care to the medically indigent
 - a) Ten percent (10%) of the overall award (minus the authorized deductions e.g. administrative costs) will support ambulatory primary care services for the medically indigent HIV/AIDS patients at the Juan Diaz Special Health Clinic, of which two percent (2%) may be for primary care to women, children, and families.
 - b) No more than ten percent (10%) of the award may support the provision of HIV Services, in order to alleviate personnel shortages



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- 4) The Juana Diaz Special Health Clinic agrees to comply with all the reporting requirements requested by the Ryan White Administration to all other service providers receiving Title I CARE Act Funds. -----
- 5) The Municipality must submit an action plan to the CITY specifying how the CARE Act funds will be used. It should include goals, objectives and an evaluation plan. -----
- 6) Priority for funding will be given to institutions and agencies participating in Health Resources and Services Administration's (HRSA) health care demonstration projects in the EMA. -----
- 7) Priority for funding will be given to institutions and agencies participating in existing HIV service collaborations. -----
- 8) Priority will be given to proposals that support an indigenous community capacity to provide care and strengthen their community based health care system. -----
- 9) Except for new or developing applicants proposing to serve underserved populations, priority funding will be given to providers who have demonstrated experience in serving HIV-infected persons. -----

FOURTH: TERMS OF THE AGREEMENT

- A. This Agreement shall be deemed effective upon its due adoption by the CITY and the MUNICIPALITY, and upon the approval and release of funds by the United States Division of HIV Services, Bureau of Health Resources Development, Health Resources and Services Administration, whichever is later. -----
- B. The Project shall become operational upon an award of funds under Title I HIV Emergency Relief Grant Program under the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, as amended and shall be in force during the period for which the award was granted for the Fiscal Year 2000-2001 (until February 28, 2001). -----
- C. Nothing herein shall be construed to require the CITY to indemnify the MUNICIPALITY for the negligence of its officers, agents, employees, and further, nothing herein shall be construed to require the CITY to indemnify or make any payments in connection with any claims for which the MUNICIPALITY otherwise will not be liable, nor shall it be construed to waive any defenses that the MUNICIPALITY or the CITY may otherwise have to any such claim. Furthermore, nothing herein shall be construed to require the MUNICIPALITY to indemnify the CITY for the negligence of the, CITY or its officers, agents, employees, and further, nothing herein shall be construed to require the MUNICIPALITY to indemnify or make payments in connection with any claim for which the CITY would otherwise not be liable. -----
- D. If any provision of this Agreement is invalid for any reason, such invalid portion shall not render invalid the remaining provisions of this Agreement which can be given effect without the invalid provision to carry out the intent of the parties as stated herein. -----
- E. The MUNICIPALITY may not assign this Agreement in whole or in part without the written consent of the CITY. -----

~~F. The waiver by a party or any breach or failure of the other party to perform any covenant or obligation contained herein shall not constitute a waiver of any subsequent breach. -----~~

~~G. Any modification of this Agreement shall be valid only if in writing and signed by all parties hereto -----~~

~~H. This Agreement shall be governed by and construed in accordance with the laws of the State of Puerto Rico including Law # 81 - August 30, 1991 (Ley de Municipios Autonomos del Estado Libre Asociado de Puerto Rico), and the Ryan White Comprehensive AIDS Resources Emergency Act of 1990 as amended. -----~~

~~I. None of the provisions of the Agreement are intended to create nor shall be designed to create any other relationship between the MUNICIPALITY and the CITY other than of independent entities contracting with each other hereunder solely for effecting the provisions of this Agreement. Neither of the parties hereto nor any of their respective -----~~

representatives shall be construed be the agent, the employer, or representative of the other. The CITY and the MUNICIPALITY will maintain separate and independent management, and each has full unrestricted authority and responsibility regarding its own organization and structure. -----

FIFTH: NOTICE

All notices relating to this Agreement shall be hand delivered to the party or mailed to the party by certified mail, return receipt requested to all respective parties at the addresses that appear below:

Municipio Autónomo de Ponce
Ryan White Title I Program
P.O. Box 331709
Ponce, P. R. 00733-1709

Municipio de Juana Diaz
P.O. Box 1409
Juana Diaz, P. R. 00795

IN WITNESS WHEREOF the CITY and the MUNICIPALITY execute this contract as of the date first above written.

NOTADO

