



City of El Paso Agenda Summary Form

City Clerk

Submitted On:

Aug 4, 2026, 11:57AM EDT

Add Image	
Department / Council Office	Human Resources
Agenda Date	August 18, 2026
Public Hearing Date	
Email of User Submitting Form	Perezzf@elpasotexas.gov
Contact Person	Zulema Perez 9152121249
2nd Contact Person	Mary Wiggins 9152121269
District(s) Affected	All Districts
Agenda Item	A Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and the Texas Municipal League Joint Self-Insurance Fund (Fund) for the purpose of the City becoming an Electing Pool Member in order to acquire and access Group Critical Illness Coverage as required by House Bill 4144, passed in the 89th Texas Legislative Session, and the City Manager be authorized to enter and sign any other needed documents or agreements in order to acquire and access Critical Illness Coverage as required by House Bill 4144.
Issue Statement	Texas House Bill 4144 requires local governments to provide critical illness benefits for retired firefighters and peace officers for three years after retirement. The benefit is capped at the lesser of the employee's final annual salary or \$100,000. The benefit is triggered if the retiree has a diagnosis of specific occupational diseases like cancer, heart attack and stroke within the three years following retirement.
Background	N/A
Council Options	1. Approve the Resolution
Committee Review and/or Recommendation	N/A
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	N/A
Related City Policies	N/A
Prior Council Action	N/A

The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	Account 3500-521405-209-14060-521405 HB4144 Critical Illness Coverage - Self Insurance Fund The total amount is contingent on how many uniformed employees retire and their ages at retirement, which together determine the overall premium to be contributed to the TML interlocal pool.
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Zulema Perez 9152121249 Perezzf@elpasotexas.gov

RESOLUTION

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the Mayor be authorized to sign the interlocal agreement titled Group Critical Illness Interlocal Agreement between the City of El Paso and the Texas Municipal League Joint Self-Insurance Fund (Fund) for the purpose of the City becoming an Electing Pool Member in order to acquire and access Group Critical Illness Coverage (MetLife Critical Illness Insurance) as required by House Bill 4144, passed in the 89th Texas Legislative Session.

THAT the City Manager, or designee, be authorized to enter and sign any other needed documents or agreements with the Texas Municipal League Joint Self-Insurance Fund or MetLife in order to acquire and access Critical Illness Coverage as required by House Bill 4144.

APPROVED this _____ day of _____, 2026.

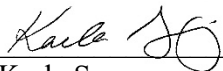
THE CITY OF EL PASO:

ATTEST:

Renard U. Johnson
Mayor

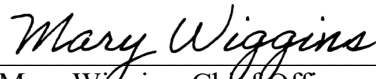
Laura Prine
City Clerk

APPROVED AS TO FORM:



Karla Saenz
Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Wiggins, Chief Officer
Human Resources

Texas Municipal League Intergovernmental Risk Pool

1821 Rutherford Lane, First Floor • Austin, Texas 78754

GROUP CRITICAL ILLNESS INTERLOCAL AGREEMENT

This Group Critical Illness Interlocal Agreement (hereinafter referred to as “Agreement”) is entered into by and between political subdivisions of this state (hereinafter referred to as “Electing Pool Members”). This Agreement is specifically for the Electing Pool Members to acquire and access Group Critical Illness Coverage, as required by House Bill 4144, passed in the 89th Texas Legislative Session (hereinafter referred to as the “Coverage”). Under this Agreement, the Texas Municipal League Joint Self-Insurance Fund (hereinafter referred to as the “Fund”) will act only as the initial holder of the Coverage.

WITNESSETH:

The undersigned Electing Pool Member, in accordance with the Interlocal Cooperation Act, Tex. Gov’t Code § 791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become one of the Electing Pool Members for the purpose of acquiring and accessing the Coverage. The conditions of membership agreed upon by and between the parties are as follows:

1. Other definitions of terms used in this Agreement:
 - a. Administrator. Refers to the entity administering the Coverage.
 - b. Provider. Refers to the entity issuing and providing the Coverage.
2. In consideration of the execution of this Agreement by and between the Electing Pool Members and the Fund, the coverage elected by the Electing Pool Member is afforded according to the terms of the Coverage provided by the Provider.

Each Electing Pool Member agrees to adopt and accept the coverage, provisions, terms, conditions, exclusions, and limitations as further provided for in the Coverage. This Agreement shall be construed to incorporate the Coverage, Declarations, and Agreements and addenda whether physically attached hereto.
3. It is understood that by participating in this risk-sharing mechanism to cover liability exposures, the Electing Pool Member does not intend to waive any of the immunities that its officers or its employees now possess. The Electing Pool Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations and that by executing this Agreement does not agree to expand those limitations.
4. The term of this Agreement and the Coverage provided to the Electing Pool Member shall be continuous commencing 12:01 a.m. on the date designated in the Coverage until terminated by the Electing Pool Member as provided in the Coverage, or until terminated for any reason by the Fund by providing 60 days’ written notice to the Electing Pool Member. Changes to the Agreement made during the term, whether requested by the Electing Pool Member or required by the Fund, will be handled by written agreement.
5. The Electing Pool Member agrees that it will appoint a contact of department head rank, and neither the Administrator, the Provider, nor the Fund shall be required to contact any other individual except this one person. Any notice to or agreements with the contact shall be binding upon the Electing Pool Member. The Electing Pool Member reserves the right to change the contact from time to time by giving written notice to the Administrator, the Provider, and the Fund.
6. The Electing Pool Member, via this Agreement, is electing to participate in the Fund only to the extent of acquiring and obtaining access to the Coverage. The Electing Pool Member shall not make contributions to the Fund nor receive the other coverages provided by the Fund, nor shall the Fund be liable for the payment of claims against or by the Electing Pool Member. The Fund shall only act as the initial holder of the Coverage. The Fund shall not handle any aspects of claims under the Coverage.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ELECTING POOL MEMBER FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE FUND, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS FROM ALL CLAIMS (INCLUDING REASONABLE ATTORNEY FEES), EVEN IF SUCH CLAIMS ARISE FROM THE NEGLIGENCE, WHETHER SOLE, JOINT, COMPARATIVE, OR CONCURRENT, OR ALLEGED NEGLIGENCE OF THE FUND, ITS TRUSTEES, OFFICERS, EMPLOYEES, OR AGENTS, THAT MAY BE ASSERTED AGAINST THE FUND ARISING OUT OF THIS AGREEMENT.

The Fund shall not be liable for the administration or handling of claims by or against the Electing Pool Member under the Coverage. Electing Pool Members agree that the Provider and the Administrator are assuming all costs, liabilities, and risks arising from this Agreement and the Coverage, and agree that any grievances, claims, or suits by an Electing Pool Member arising from this Agreement and/or the Coverage shall be brought against only the Provider and/or Administrator.

In connection with claims within the scope of the Coverage, the Administrator shall provide the following services on behalf of the Electing Pool Member as confirmed specifically in the Coverage: overall claims administration; claims servicing including investigation and recommendations; periodic meetings with the Electing Pool Member's contact or claims committee; claims handling; storage and retention of claims records; periodic reports detailing claims and loss information and history. The Electing Pool Member shall comply with all reasonable requirements of the Provider and the Administrator.

TO BE COMPLETED BY ELECTING POOL MEMBER:

Electing Pool Member Fax Number _____	
Fund Contact Information (if different from member)	
Address _____	
Telephone _____	Fax _____
E-mail _____	

ELECTING POOL MEMBER'S FUND CONTACT (See Section 5):	
Member Name _____	
Name of Contact _____	Title _____
Mailing Address _____	
Street Address (if different from above) _____	
City _____	Zip _____ Phone _____
SIGNATURE OF AUTHORIZED ELECTING POOL MEMBER OFFICIAL	
Mayor Renard U. Johnson _____	
Title _____	Date _____
Electing Pool Member's Federal Tax I.D. Number ____ - ____	
This Information is MANDATORY	

TO BE COMPLETED BY FUND: (OFFICE USE ONLY)

Effective Date of This Agreement _____	
Member Name _____	
Contract Number _____	
SIGNATURE OF AUTHORIZED FUND OFFICIAL	
Title _____	Date _____

(Signatures continue on following page)

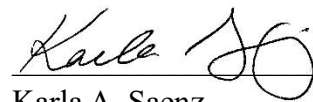
STATE OF TEXAS)
)
COUNTY OF EL PASO)

**TEXAS MUNICIPAL LEAGUE GROUP
CRITICAL ILLNESS
INTERLOCAL AGREEMENT**

ATTEST:

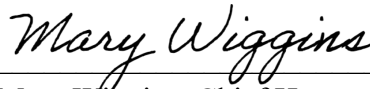
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Karla A. Saenz
Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Wiggins, Chief Human Resources Officer
Department of Human Resources