

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Public Health

AGENDA DATE: 04/13/2021

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: Angela Mora, (915)-212-6502

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 8: Nurture and Promote a Healthy, Sustainable Community

SUBGOAL: 8.1 Deliver prevention, intervention, and mobilization services to promote a healthy, productive and safe community

SUBJECT:

A resolution to authorize the Mayor to sign an Interlocal Agreement between the City of El Paso and Texas A&M University for COVID-19 outreach, prevention and vaccination information within El Paso County

BACKGROUND / DISCUSSION:

Agreement to increase community education and uptake of the COVID-19 vaccine with underserved areas in the County. By increasing awareness and education among all members of the community, more individuals will seek vaccination allowing the build up of herd immunity and protection in our community

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

\$11,000. DSHS Preparedness Funding.

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement in a form substantially similar to the attached agreement, between the City of El Paso (the “City”) and Texas A&M University (“Texas A&M”), pursuant to which Texas A&M shall develop and conduct an outreach program to provide COVID-19 prevention and vaccination information within El Paso County; and for which the City shall pay an amount not to exceed \$11,000.00.

APPROVED dated this _____ day of _____ 2021.

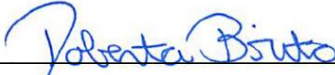
CITY OF EL PASO

Oscar Leeser, Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT



Angela Mora, Director
Department of Public Health

THE STATE OF TEXAS §
§ **INTERLOCAL AGREEMENT**
COUNTY OF EL PASO § **(Texas A&M University)**

This Interlocal Agreement (“**Agreement**”) is made this ____ day of _____, 2021 (“**Effective Date**”) between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (“**City**”), and Texas A&M University, a Texas institution of higher education organized and existing under the laws of the State of Texas (“**Receiving Party**”). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

WHEREAS, the Texas Interlocal Cooperation Act, V.T.C.A., Government Code §791.001, *et seq.* allows local governments and political subdivisions of the state to contract among each other or with a federally recognized Indian tribe for the provision of governmental functions and services or to study the feasibility of the performance of a governmental function or service by an Interlocal contract.

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public.

WHEREAS, each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract.

WHEREAS, the governing bodies find that the performance of this contract is in the common interest of both parties and that the division of cost fairly compensates the performing party for the services under this contract.

The parties agree as follows:

SECTION 1. PURPOSE.

- A. The Receiving Party will perform the services detailed in **Attachment “A”**.
- B. The City will pay \$11,000.00 to Receiving Party in accordance with the provisions set out in **Attachment “B”**.
- C. Pursuant to Section 791.011(d)(3), Texas Government Code, each party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying party.

SECTION 2. TERM.

This Agreement will commence on the Effective Date and will end on May 31, 2021 (“**Term**”).

SECTION 3. NO INDEMNIFICATION.

- A. The Parties agree that neither Party will have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages arising from this Agreement.
- B. Each party must handle any claims resulting from their actions in this Agreement.
- C. Each Party agrees that each will be responsible for the acts or omissions of its respective representatives.

SECTION 4. HIPPA.

- A. The parties agree to maintain and secure the confidentiality of the patients’ protected health information as mandated by the Health Insurance Portability and Accountability Act (“**HIPAA**”). In the event it is determined that Receiving Party will have access to patient health information (“**PHI**”), the parties agree to negotiate a Business Associate Agreement as part of this Agreement.

SECTION 5. TERMINATION.

- A. This Agreement may be terminated as provided in this section.
 - 1. **TERMINATION FOR CONVENIENCE.** Either party may terminate this Agreement for any reason by sending a written notice to the non-terminating party at least 15 calendar days before termination. All parties providing work under this Agreement will halt all work when the termination notice sent by the terminating party is received by the non-terminating party.
 - 2. **TERMINATION BY EITHER PARTY FOR CAUSE.** Either party may terminate this Agreement if one party fails to fulfill the obligations set out in this Agreement. Before terminating this Agreement pursuant to this provision the terminating party will provide written notice of intent to terminate enumerating the failures for which the termination is being sought and provide at least 30 calendar days to the non-terminating party to cure such failure.

SECTION 6. GENERAL PROVISIONS.

MBA, MAOM, CCHWI
Regional Director ~ Western Rio Grande Region
Colonias Program
College of Architecture at Texas A&M University
657 Horizon Blvd. Ste. F
Socorro, Texas 79927

- E. **CONFIDENTIALITY.** The Receiving Party acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- F. **GOVERNING LAW.** This Agreement is governed by Texas law.
- G. **VENUE.** The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- H. **SEVERABILITY.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- I. **HEADINGS.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- J. **COMPLIANCE WITH THE LAWS.** The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.
- K. **AUDITING RECORDS FOR THE SPECIFIC PROJECT.** The Receiving Party will allow the City to inspect and copy all records pertaining to the defined term for obligations provided in this Agreement.
- L. **FORCE MAJEURE.** There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.
- M. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on the City and the Receiving Party, and the Receiving Party's successors and assigns. Neither party may

assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.

- N. **THIRD-PARTY BENEFICIARIES.** There are no third party beneficiaries for this Agreement.
- O. **PROVISIONS SURVIVING THIS AGREEMENT.** Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.
- P. **REPRESENTATIONS AND WARRANTIES.** The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- Q. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties.

(Signature pages follow)

APPROVED this ____ day of _____ 2021.

CITY OF EL PASO


Oscar Leeser, Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Roberta Brito
Assistant City Attorney



Angela Mora, Director
Department of Public Health

APPROVED this ____ day of _____ 2021.

TEXAS A&M UNIVERSITY

Lester Crenwedge

Title: _____

ATTACHMENT “A”

OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party will provide the following services to the City:

1. Identify outreach areas to include San Elizario, Texas; Fabens, Texas; Tornillo, Texas; and/or surrounding economically distressed areas.
2. Develop a door-to-door outreach program (“Outreach Program”) for the Underserved Areas to provide COVID-19 preventive and vaccination information.
3. Recruit community health workers - “promotoras”- to conduct community outreach.
4. In addition to the Outreach Program described in paragraph 2, further identify people age 75 years and older within the Underserved Areas and provide tailored education to encourage vaccination registration within this age group.
5. Provide daily updates as required by the City of El Paso.
6. Visit and educate 5,000 households by May 30, 2021.

ATTACHMENT “B”
CONSIDERATION

City will pay Receiving Party \$11,000.00 for the services detailed in Attachment “A”.

- a. Payment of the \$11,000.00 will be made in two installments of \$5,500.00 each.
- b. The first installment will be made within 15 days of execution of this Agreement.
- c. The second install will be made within 15 days after the expiration of the Term of this Agreement.