

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

DEPARTMENT: Public Health

AGENDA DATE: 3/12/24
PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER: Hector I. Ocaranza, MD, 915-212-6502

DISTRICT(S) AFFECTED: ALL DISTRICTS

STRATEGIC GOAL: #8 NURTURE AND PROMOTE A HEALTHY AND SUSTAINABLE COMMUNITY

SUBGOAL: 8.1 DELIVER PREVENTION, INTERVENTION AND MOBILIZATION SERVICES TO PROMOTE A HEALTHY, PRODUCTIVE AND SAFE COMMUNITY

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? **Be descriptive of what we want Council to approve. Include \$ amount if applicable.**

A resolution that the City Council ratifies and authorizes the Mayor to sign the Amended Interlocal Agreement between the City of El Paso and the Department of State Health Services

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns? Continuing the agreement between the City of El Paso (City) and the Department of State Health Services (DSHS) for the City to provide laboratory analysis of milk samples in exchange for a fee to be paid by DSHS.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

This is an amendment to an agreement that is renewed annually.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___NO

PRIMARY DEPARTMENT: Public Health

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD: Hector I. Ocaranza, MD



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

RESOLUTION

WHEREAS, on September 1, 2023, the Texas Department of State Health Services (“DSHS”) and the City of El Paso (“City”) entered into an Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code; and

WHEREAS, pursuant to the Interlocal Agreement, City provides DSHS with laboratory analyses of milk samples in exchange for a fee paid by DSHS; and

WHEREAS, the parties desire to revise the Statement of Work to increase the fees paid to City by DSHS on a fee-for-service/unit rate basis; and

WHEREAS, the parties wish to ratify the original Interlocal Agreement as it is missing a statutorily required signature.

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

THAT the Mayor is authorized to sign the Amended Interlocal Agreement between City and DSHS; and

THAT the original Interlocal Agreement executed on September 1, 2023 is hereby ratified by the City Council of the City of El Paso.

APPROVED this _____ day of _____, 2024.

THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Mona M. Heydarián
Assistant City Attorney

APPROVED AS TO CONTENT:



Dr. Hector I. Ocaranza, Director
Department of Public Health

**INTERLOCAL COOPERATION CONTRACT
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001317900001**

AMENDMENT No. 1

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**SYSTEM AGENCY**” or “**DSHS**”) and **CITY OF EL PASO** (“**PERFORMING AGENCY**” or “**CONTRACTOR**”), each a “Party” and collectively the “Parties,” to that certain contract for laboratory analysis of milk sampling services, effective September 1, 2023 and denominated as DSHS Contract No. HHS001317900001 (the “Contract”), now desire to amend the Contract.

WHEREAS, the Parties desire to revise the Statement of Work.

NOW, THEREFORE, the Parties hereby amend the Contract as follows:

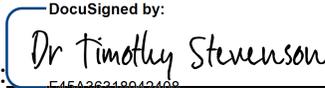
- 1. ATTACHMENT A, STATEMENT OF WORK**, is hereby deleted in its entirety and replaced with **ATTACHMENT A-1, REVISED STATEMENT OF WORK**.
- 2.** This Amendment shall be effective as of the date last signed below.
- 3.** Except as modified by this Amendment, all terms and conditions of the Contract shall remain in full force and effect.
- 4.** Any further revisions to the Contract shall be by written agreement of the Parties.
- 5.** Each Party represents and warrants that the person executing this Amendment on its behalf has full power and authority to enter into this Amendment.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 1
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001317900001**

DEPARTMENT OF STATE HEALTH SERVICES

CITY OF EL PASO

By: 
F45A36318942408...

By: _____

Printed Name: Dr Timothy Stevenson

Printed Name: _____

Title: Associate Commissioner

Title: _____

Date of Signature: February 14, 2024

Date of Signature: _____

THE FOLLOWING DOCUMENT IS HEREBY ATTACHED AND INCORPORATED BY REFERENCE TO THE CONTRACT FOR ALL PURPOSES:

ATTACHMENT A-1: REVISED STATEMENT OF WORK

APPROVED AS TO FORM:



Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:



Dr. Hector I Ocaranza, Director
Department of Public Health

ATTACHMENT A-1 REVISED STATEMENT OF WORK

I. DSHS RESPONSIBILITY

DSHS will submit milk samples to Performing Agency.

II. PERFORMING AGENCY RESPONSIBILITIES

A. Performing Agency shall:

1. Provide accurate laboratory analyses of the milk samples and submit the analysis results to DSHS;
2. The analyses of the milk samples shall:
 - a. meet laboratory proficiency standards as established by the National Conference of Interstate Milk Shipments and the current U.S. Public Health Service Grade "A" Pasteurized Milk Ordinance;
 - b. comply with *Texas Health and Safety Code* Chapters 435 and 440; and
 - c. comply with Title 25 *Texas Administrative Code* Chapter 217;

B. Immediately notify DSHS staff in the event a milk sample is in violation of applicable law, regulation, or ordinance regarding milk and dairy safety standards; and

C. Send final milk testing results to System Agency's Contract Representative and the following address within 24 hours of System Agency's submittal of a milk sample to Performing Agency:

Department of State Health Services
Food & Drug Section
Milk Operations Branch
PO Box 149347, MC 1987
Austin, Texas 78714-9347

III. PERFORMANCE MEASURES

System Agency will actively monitor Performing Agency's performance under the Contract including, but not limited to, the requirements set forth in this **ATTACHMENT A-1, REVISED STATEMENT OF WORK** to the Contract. All Work under the Contract shall be provided at a quality level acceptable to System Agency, as determined by System Agency in its sole discretion, and in a manner consistent with acceptable industry standard, custom, and practice.

IV. INVOICE AND PAYMENT

A. Performing Agency shall request monthly payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.SystemAgency.state.tx.us/grants/forms/b13form.doc>. The State of Texas Purchase Voucher and any supporting documentation shall be mailed or submitted by fax or electronic mail to the number/address below:

ATTACHMENT A-1
REVISED STATEMENT OF WORK

Department of State Health Services
Claims Processing Unit, MC 1911
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.state.tx.us

- B.** All invoices must reference the Purchase Order dispatched for the current State Fiscal Year.
- C.** Performing Agency shall be paid on a Fee-for-Service/Unit Rate basis and in accordance with the following rate schedule:

Analysis	Test or Method	Max. Price
Standard Plate Count	SPC/PCA	16.87
Direct Microscopic Somatic Cell Count	DMSCC	22.50
Electronic Somatic Cell Count	ESCC	22.50
Added Water	Cryoscope	5.62
Antibiotics Inhibitor (Disk Assay)	Disc/Inhibitor (Delvo)	12.64
Antibiotics Confirmation Rapid Test	Charm I, II, SNAP, etc.	67.50
Aflatoxin	Aflatoxin	67.50
Phosphatase	Fluorophos	21.07
Coliform	Coli	15.46
Water Supply	Water	42.18
Cooling Water	Glycol-Sweet Water	42.18