

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

DEPARTMENT: Public Health

AGENDA DATE: 3/31/2020

CONTACT PERSON NAME AND PHONE NUMBER: Robert Resendes 915-212-6500

DISTRICT(S) AFFECTED: All

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

SUBJECT:

Be it resolved by the City Council of the City of El Paso: That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso ("City") and the University of Texas at El Paso ("University"), for a period of 12 months, whereby the parties agree the University shall assist the City by assigning University employees, faculty and/or staff who are trained in, among other issues, nucleic acid extraction and PCR methods, to assist the City and the City Department of Public Health in the testing of community specimens for COVID-19. This Interlocal Agreement requires the City to reimburse the University for services and equipment in an amount not to exceed \$200,000.00 over the term of the Interlocal Agreement.

BACKGROUND / DISCUSSION:

n/a

PRIOR COUNCIL ACTION:

n/a

AMOUNT AND SOURCE OF FUNDING:

\$200,000 Emergency Preparedness Grant

BOARD/COMMISSION ACTION:

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

DEPARTMENT HEAD:



Information copy to appropriate Deputy City Manager

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso (“City”) and the University of Texas at El Paso (“University”), for a period of 12 months, whereby the parties agree the University shall assist the City by assigning University employees, faculty and/or staff who are trained in, among other issues, nucleic acid extraction and PCR methods, to assist the City and the City Department of Public Health in the testing of community specimens for COVID-19. This Interlocal Agreement requires the City to reimburse the University for services and equipment in an amount not to exceed \$200,000.00 over the term of the Interlocal Agreement.

Dated this ____ day of _____ 20__.


CITY OF EL PASO

Dee Margo, Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT



Robert Resendes, MBA, MT (ASCP)
Director, Department of Public Health

NOW THEREFORE, in consideration of the mutual contributions described herein and the mutual covenants and undertakings of the parties, the receipt and sufficiency is hereby acknowledged, the City and the University agree as follows:

I. OBLIGATIONS OF BOTH THE CITY AND UNIVERSITY

- A. Designated Liaisons. Each party will assign a responsible liaison and point of contact (“POC”) to coordinate, oversee and facilitate the implementation of the Program.

The parties hereby designate the following POC under this Agreement:

For University:

Mr. Robert Moss
Assistant Vice President for Environmental
Health & Safety
500 W. University Ave
El Paso, TX 79968
Phone: (915) 747-7124
Cel. (915) 726-6545
Email: rmoss@utep.edu

For Department:

Angela Mora
Assistant Director
Public Health Department
5115 El Paso Dr.
El Paso, TX 79905
Phone (915) 212-6564
Cel. (915) 346-8974
Email: angela.mora@elpasotexas.gov

- B. The parties will consult with each other and coordinate with their respective POCs to determine available University Personnel capacity.
- C. University will provide Department a list of available Personnel. The list shall establish the name, qualification, occupational health clearance and availability timeframe for assigned support.
- D. Department shall provide all assigned Personnel Department facility orientation and training and shall document said training in accordance with applicable law and regulation. While assigned to Department, Personnel shall follow and comply with the Department’s guidelines, Standard Operating Procedures and Safety instructions and Expectations under the Program, including yet not limited to those established in Exhibit A attached hereto and incorporated herein by reference.
- E. Personnel shall be assigned to work at the Department Public Health Laboratory or other Department and/or City facility as determined by the Department.
- F. The City shall be responsible for providing the necessary testing and safety equipment (“Equipment”) for the activities under the Program. The University will provide, at City’s cost, one (1) set of Powered Air Purifying Respirator (“PAPR”) to each of the University Personnel assigned to the City. As the current pandemic crisis evolve, the City and University will continue to confer regarding the optimum equipment required and available in order to maintain the most effective public safety health system. Any costs associated with providing

the Equipment will be paid by the City.

- G. Subject to receipt of the invoice and substantiating documentation as required under this Agreement and applicable law and regulation, City will reimburse University for the services and PAPR provided by University to City as follows:
- i. A rate of **\$49.50** per hour, **per person**.
 - ii. The cost of PAPR provided by University for each of the University Personnel assigned to City at a rate of **\$2,800.00 per PAPR**. The University shall keep ownership of the PAPR equipment.
 - iii. In no event shall the amount of reimbursement by the City exceed \$200,000.00 over the Term of this Agreement (“Contractual Cap”).

After review and approval of the documents submitted by University, City will remit payment to University. City agrees to remit payment to University no later than thirty (30) calendar days after City’s receipt of the invoice and substantiating documentation.

II. OBLIGATIONS OF UNIVERSITY

- A. The University shall be responsible for assigning University Personnel and paying its Personnel salary and benefits in accordance with University policy, rules and regulations.
- B. University shall be responsible for the salary and benefits of Personnel as applicable to employees of University, and shall withhold and transmit payroll taxes, provide unemployment insurance, and workers’ compensation benefits as well as process unemployment and workers’ compensation claims involving Personnel.

III. OTHER COVENANTS AND AGREEMENTS

- A. Transfer of Ownership Interest. This Interlocal Agreement represents an agreement for the City and University to share resources. Neither party shall acquire an interest in the real or personal property of the other except that the University shall keep ownership of the PAPRs.
- B. Retention of Ownership. Upon termination of this Agreement, in accordance with section V, each party will retain ownership of its respective properties, equipment and related supplies, whether or not the property was previously shared, and all Personnel will return to work at University to their regular appointments and assignments.
- C. Responsibility for Third Party Contracts. If either party enters into a license, lease, lease/purchase agreement for services, equipment or software, the signing party shall remain responsible for all payments and interaction with the vendor. No contribution will be required from the non-signing entity unless otherwise agreed.

Changes may be made to the above addresses and addressees through timely written notice provided to the other party.

- B. The parties expressly agree that in the event the amount of reimbursement by the City to the University reaches the Contractual Cap under this Agreement prior to the expiration of its Term, this Agreement shall terminate and the University shall have no further obligations to continue providing the services to the City in accordance with the terms and conditions of this Agreement.

VI. GOVERNMENTAL FUNCTION AND IMMUNITY

- A. Governmental Function. The City and University expressly agree that, in all things relating to this Interlocal Agreement, the parties enter into this Interlocal Agreement for the purpose of performing governmental functions and are performing governmental functions, as defined by the Texas Tort Claims Act. The parties further expressly agree that every act or omission of each party, which in any way pertains to or arises out of this Agreement, falls within the definition of governmental function.
- B. Immunity. The City and University reserve, and do not waive, their respective rights of governmental and/or sovereign immunity and similar rights and do not waive their rights under the Texas Tort Claims Act. The parties expressly agree that neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

VII. RISK ALLOCATION – LIMITATION OF LIABILITY

- A. Liability. This Agreement is not intended to alter or reallocate any defense or immunity authorized or available to either party by law.
- B. Exclusion of Incidental and Consequential Damages. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, neither party shall be liable to the other party (nor to any person claiming rights derived from such party's rights) for incidental, consequential, special, punitive, or exemplary damages of any kind - including lost profits, loss of business, and further including, mental anguish, emotional distress and attorney's fees- as a result of breach of any term of this Agreement, regardless of whether the party was advised, had other reason to know, or in fact knew of the possibility thereof, except as expressly provided herein. Neither party hereto shall be liable to the other party or any third party by reason of any inaccuracy, incompleteness, or obsolescence of any information provided or maintained by the other party regardless of whether the party receiving said information from the other party was advised, had other reason to know, or in fact knew thereof.
- C. Intentional Risk Allocation. The City and University each acknowledge that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions

associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the parties.

- D. No Indemnification. The City and University expressly agree that, except as provided herein, neither Party shall have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.
- E. Fines and Penalties. Each party shall be solely responsible for fiscal penalties, fines or any other sanctions occasioned as a result of a finding that violations of any applicable local, state or federal regulations, codes or laws occurred as a result of that parties actions, except as may be specifically provided by law.

VIII. GENERAL PROVISIONS

- A. Compliance with Laws. In the performance of their obligations under this Agreement, the parties shall comply with all applicable federal, state or local laws, ordinances and regulations and declarations.
- B. Governing Law. For purposes of determining the law governing the same, this Agreement is entered into in the city and state of main operations of the Parties hereto, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso, Texas.
- C. Privileges and Immunities. All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City and the University when performing a function shall apply to such officers, agents, Personnel or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement.
- D. Current Revenues. Pursuant to Section 791.001(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.
- E. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right of such party to require performance of that provision. Any waiver by either party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement.
- F. Amendment; Assignability. This Agreement and the obligations hereunder shall not be amended, assigned, transferred or encumbered, in any manner without the written consent of the other party.

- G. Severability. All agreements and covenants contained in this Agreement are severable. Should any term or provision of this Agreement be declared illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected; and in lieu of each provision which to be illegal, invalid or unenforceable, there will be added as part of this Agreement, a provision which preserves the intention of the unenforceable provision, but which complies with the law.
- H. Section Headings. The paragraph or section headings contained in this Agreement are for reference purposes only and shall not in any way control the meaning or interpretation of this Agreement.
- I. Representation of Counsel; Mutual Negotiation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arms' length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

IN WITNESS WHEREOF, this Agreement has been executed by the parties named hereinabove as of the date, month and year first written above.

(Signatures follow on next page)

CITY OF EL PASO

Dee Margo
Mayor

Date: _____

ATTEST:


Laura Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Robert Resendes, Director
Department of Public Health

THE UNIVERSITY OF TEXAS AT EL PASO

Mark McGurk
Vice President for Business Affairs

EXHIBIT A

City of El Paso, Department of Public Health Expectations for Personnel



Department of Public Health

MAYOR

Dee Margo

CITY COUNCIL

District 1

Peter Svarzbein

District 2

Alexsandra Annello

District 3

Cassandra Hernandez

District 4

Dr. Sam Morgan

District 5

Isabel Salcido

District 6

Claudia L. Rodriguez

District 7

Henry Rivera

District 8

Cissy Lizarraga

CITY MANAGER

Tommy Gonzalez

Expectations

1. Staff is needed for emergency response activities related to COVID-19 to include:
 - a. Sample receiving, processing, testing, documenting, reporting and decontamination.
2. All Staff are required to abide by Department of Public Health standards of privacy and policies and will be required to sign to that affect.

Staff

1. Recent PCR with manual extraction (RNA) experience preferred.
2. CLS/MLS/MT preferred.
3. Minimum, BA/BS in a science field. Prefer Microbiology, Biomedical degree.
4. Prefer those who have worked with clinical specimens.
5. Prefer those who have worked in a BSL2 to BSL3 environment.

Identification

1. All staff must display identification at all times. Badges will be provided by DPH.

Reporting

1. All staff must report to Laboratory Manager, Darlene M. Tarango and/or Safety Officer, Martha Rubi Gasca.

Training

- I. All training for testing will be provided by Department of Public Health Laboratory (DPH).
- II. All training for safety and risk assessments will be provided by DPH Lab.

Hours of Operation to Fill

1. 7 days a week, 7:00am – 6:00pm, 4 – 10hour shifts.
 - a. Sunday – Wednesday or Wednesday –Saturday.
2. A 1 hour lunch period will be required to take place in between batched runs if duties include testing, otherwise 1 hour lunch period will be allotted appropriately.

PPE

1. PPE will be provided by DPH to include:
 - a. PAPR, N-95 masks, nitrile gloves, gowns, suits, lab coats, booties, face masks, face shields, etc.
 - b. If any PPE is provided by the institution, fit testing and sizing of PPE, must be completed by the institution.

Dress Code

1. A set of scrubs and closed toe shoes are to be worn at all times.
 - a. It is highly advised that an extra set of clean clothes and shoes are changed into before leaving. Scrubs worn for the day should be bagged and washed as soon as possible for extra precaution. Closed toe shoes should be used and remain on the premises during the duration of emergency response.

Self-Monitoring

Robert Resendes – Public Health Director

Department of Public Health | 5115 El Paso Dr. | El Paso, TX 79905

O: (915) 212-0200 | Email: ResendesR@elpasotexas.gov



DELIVERING EXCEPTIONAL SERVICES



Department of Public Health

MAYOR
Dee Margo

CITY COUNCIL

District 1
Peter Svarzbein

District 2
Alexandra Annelo

District 3
Cassandra Hernandez

District 4
Dr. Sam Morgan

District 5
Isabel Salcido

District 6
Claudia L. Rodriguez

District 7
Henry Rivera

District 8
Cissy Lizarraga

CITY MANAGER
Tommy Gonzalez

1. All staff are required to self-monitor and record daily temperatures and symptoms at least twice daily.
 - a. Temperatures and symptoms consisting of the following are to be reported immediately to the Laboratory Manager and/or the Safety Officer:

- i. Temperature above 98.6°C
- ii. Shortness of Breath
- iii. Dry Cough

Self-Reporting

1. All staff are required to report immediately changes that affect their mental, emotional and physical wellness that may affect their capabilities to perform their assigned duties to the Laboratory Manager, Safety Officer and/or Institution.

Parking

1. Will be provided by DPH.

Personal Belongings

1. Unnecessary personal belongings should not enter DPH Lab.

Robert Resendes – Public Health Director

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DELIVERING EXCEPTIONAL SERVICES