

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

DEPARTMENT: Public Health

AGENDA DATE: CCA 04/28/15

CONTACT PERSON NAME AND PHONE NUMBER: Angela Mora, Deputy Director, (915) 212-6564

DISTRICT(S) AFFECTED: All

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

SUBJECT:

THAT the Mayor be authorized to sign an Interlocal Agreement, by and between the City of El Paso ("City") and El Paso Independent School District (EPISD) whereby EPISD will provide assistance to the City in the event of a public health emergency by making EPISD personnel and facilities available for purposes of mass immunization or treatment of the public, and the City will provide personnel, equipment, immunization, and medicine for the same purposes.

BACKGROUND / DISCUSSION:

The Strategic National Stockpile (SNS) is a national supply of medications and medical supplies to be used for emergency situations such as a pandemic, bioterrorism attack or natural disaster. Within 12 to 24 hours of the Federal decision to deploy, the U.S. Centers for Disease Control and Prevention (CDC) can deploy a large shipment from the SNS, known as 'push-pack', anywhere in the United States or its territories, to supplement and re-supply state and local health and medical resources.

State and local health agencies must have plans in place to receive shipments from the SNS and distribute their contents to the community quickly and efficiently. Collaboration between the City of El Paso Department of Public Health, school districts, and the private sector is a crucial part of these plans.

Partnering with organizations to dispense medications provides many benefits to the community:

- Helps achieve community-wide immunization and treatment dispensing goal more rapidly

Benefits to the organization:

- Prevents wide spread of disease
- Protects community
- Helps ensure the organizations' continuity of operations
- Exhibits commitment to our community

PRIOR COUNCIL ACTION:

Similar Interlocal was approved by Council on April 2005 and March 2015

AMOUNT AND SOURCE OF FUNDING:

No cost to the City - Texas Department of State Health Services CPS/HAZARDS Public Health Emergency Preparedness (PHEP) # 2015-001227-00 - \$586,148

BOARD/COMMISSION ACTION:

N/A

*****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, by and between the City of El Paso ("City") and El Paso Independent School District (EPISD) whereby EPISD will provide assistance to the City in the event of a public health emergency by making EPISD personnel and facilities available for purposes of mass immunization or treatment of the public, and the City will provide personnel, equipment, immunizations, and medicine for the same purposes.

PASSED AND APPROVED this _____ day of _____, 2015.

CITY OF EL PASO

Oscar Leeser
Mayor


ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Josette Flores
Assistant City Attorney



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

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) is entered into between the El Paso Independent School District (“EPISD”), and the City of El Paso (“City”) a home rule Texas municipality. The EPISD is an independent school district organized under the Texas Education Code, Chapter 11.

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 for governmental functions and services, including all or part of a function in the area of public health and welfare; and

WHEREAS, under a grant from the Texas Department of State Health Services (“DSHS”), the City is required to plan and prepare for a public health emergency that may result from natural or man-made causes; and

WHEREAS, during such an emergency, it may be necessary to immunize or treat all or large numbers of people in the area served by the City and EPISD; and

WHEREAS, prior public health experience with mass immunizations has shown that schools are well suited to this activity due to their location within the community and the facilities available to the schools; and

WHEREAS, it would benefit the residents of EPISD and the students enrolled in EPISD schools, as well as residents of the City.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions expressed hereinafter, be it known that the City and EPISD hereby enter into this Agreement as follows:

I. PURPOSE

To assist in effectively responding to declarations by the Texas Department of State Health Services or the local health authority that large scale immunization or treatment is necessary as a control measure for an outbreak of communicable disease (“Emergency Event”), EPISD agrees to provide access to its facilities to the City as necessary to immunize or treat members of the public in response to a public health emergency. The City and EPISD agree to the terms, conditions, and responsibilities expressed in this Agreement.

II. OBLIGATIONS OF THE CITY

1. The City will supply or arrange for all equipment, vaccine, medicine, and personnel necessary to administer any vaccine or medication for the Emergency Event.

2. The City will supply or arrange for all equipment and personnel necessary for staffing, security for City staff and medical equipment and supplies, and vehicular traffic control for the Emergency Event, except as described in Section III.
3. The City will be responsible for disposal of medical waste and for the cleaning of surfaces used by the City at any EPISD facility used by the City for the Emergency Event following the Emergency Event. The local health authority will provide written assurance of a school facility's safety for its use as a school after the Emergency Event has ended.
4. Nothing within the terms of this Agreement shall require the City to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.

III. OBLIGATIONS OF EPISD

1. EPISD is responsible for allowing the use of its facilities that it has designated as a point of dispensing, subject to availability, for the Emergency Event, and the use of all utilities (gas, electric, water, and telecommunications) normally associated with a facility's use.
2. EPISD is responsible for providing use of all rooms, fixtures, and equipment existing at a facility that it has designated as a point of dispensing that the City regards as necessary for on-site use during the period of the Emergency Event.
3. EPISD will provide a minimum of one employee who has access to and will allow the City access to the rooms, fixtures, and equipment described above on-site during the period of the Emergency Event.
4. EPISD will provide security and maintain order in terms of crowd control on the facility campus during the Emergency Event.
5. Nothing within the terms of this Agreement shall require EPISD to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.

IV. NO INDEMNIFICATION

The parties expressly agree that neither party shall have the right to seek indemnification or contribution from any other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or in part, from this Agreement.

V. CONSIDERATION

The parties agree that on the part of EPISD, the use of EPISD facilities and provision of EPISD employees, and on the part of the City, the use of City equipment, vaccines, medicine and provision of City employees constitute sufficiently equivalent non-monetary consideration for this Agreement.

VI. TERM

This Agreement shall be in effect from the date that it is signed by both parties and shall remain in place for a period of five (5) years unless terminated earlier by the parties in accordance with Section VII to this Agreement.

VII. TERMINATION & NOTICE

This Agreement may be terminated by either party after thirty (30) days written notice to the other party, via certified mail, return receipt requested. All other notices, communications, and reports under this Agreement shall be either hand delivered, faxed or mailed, postage prepaid in the United States Postal Service, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing:

EPISD: El Paso Independent School District
ATTN: Superintendent
6531 Boeing Drive
El Paso, Texas 79925

Telephone: 915-230-2575
Fax: 915-230-0575

COPY TO: El Paso Independent School District
General Counsel
6531 Boeing Drive
El Paso, Texas 79925

Telephone: 915-230-2561
Fax: 915-230-0575

CITY: City of El Paso
Attn: City Manager
P.O. Box 1890
El Paso, TX 79950-1890

Telephone: 915-212-0033
Fax: 915-212-0034

COPY TO: City of El Paso Department of Public Health
Director
5115 El Paso Drive
El Paso, Texas 79905-2818

Telephone: 915-212-6502
Fax: 915-212-0167

VIII. MISCELLANEOUS PROVISIONS

8.1 Jurisdiction and Venue. This Agreement is entered into in the City and County of El Paso, Texas, and shall be governed and construed under the laws of Texas. Venue shall be in El Paso County, Texas.

8.2 No Waiver. Failure by either party on one or more occasions to exercise one or more of its rights hereunder shall not be construed as a waiver of such right or rights and the rights granted hereunder are in addition to those available under law and equity.

8.3 Severability. All agreements, covenants, or provisions contained herein are severable, and in the event any of them shall be held to be invalid by any court of competent jurisdiction, this shall be interpreted as though such invalid agreement, covenant, or provision were not contained herein.

8.4 Captions. The captions of the various sections of this Agreement are for convenience of reference only and shall not alter the terms and conditions of this Agreement.

8.5 Assignment. The parties may not assign the obligations or rights under this Agreement to any person or entity without the prior written consent of the other party. Any attempt to assign this Agreement without the consent of the City shall be considered an event of default and may be grounds to terminate the Agreement.

8.6 Independent Contractors. The parties hereto are each independent contractors. No partnership, joint venture, or joint enterprise is intended to be created by this Agreement, nor any principal, agent, or employer/employee relationship. Neither party has, and neither party shall attempt to assert, the authority to make commitments for or to bind the other party to any obligation.

8.7 Current revenues. Any financial obligations by either party hereunder shall be paid solely from current revenues available to that respective party.

8.8 Amendment. No amendment or modification to this Agreement or any provision of this Agreement shall be effective unless in writing of equal dignity hereto.

8.9 Other. No provision in this Agreement that purports to impose an obligation or restriction not permitted by applicable law shall be enforceable.

8.10 Governmental Function. The parties expressly agree that, in all things relating to this Agreement, the City and EPISD are performing governmental functions, as defined by the Texas Tort Claims Act. The parties further expressly agree that every act or omission of the City or of EPISD that, in any way, pertains to or arises out of this Agreement falls within the definition of a governmental function.

8.11 Compliance with Laws. The parties acknowledge that each is subject to applicable federal and state laws and regulations, and policies and requirements of various

accrediting organizations. Accordingly, each party will enforce compliance with all applicable laws, regulations, and requirements and will make available such information and records as may be reasonably requested in writing by the other party to facilitate its compliance, except for records that are confidential and privileged by law.

8.12 No Waiver of Immunity. The City and EPISD reserve, and do not waive, their rights of sovereign immunity and similar rights, immunities, and rights of their officials and employees, and their employees'/officials' rights under the Texas Tort Claims Act.

IX. HIPAA

The parties agree to maintain and secure the confidentiality of the patient's protected health information as mandated by the Health Insurance Portability and Accountability Act (HIPAA).

X. MERGER CLAUSE

This Agreement reflects the final, complete, and exclusive understandings of the parties hereto, and may not be waived, altered, or modified except by written agreement of the parties.

PASSED AND APPROVED on this the _____ day of _____, 2015.

CITY OF EL PASO

Oscar Leeser
Mayor

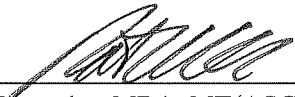
ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

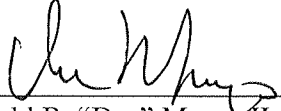
APPROVED AS TO CONTENT:

Josette Flores
Assistant City Attorney



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

EL PASO INDEPENDENT SCHOOL DISTRICT



Donald R. "Dee" Margo II
President, Board of Managers

APPROVED AT TO FORM:



Jeanne C. Collins
General Counsel