

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

DEPARTMENT: Department of Public Health – Administration

AGENDA DATE: CCA Consent 10/18/16

CONTACT PERSON/PHONE: Robert Resendes, Director (212-6500)

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 between the City of El Paso and the University of Texas at Austin, (“UT”) for the period of October 18, 2016 through December 31, 2016, for the City to create a Purple Pages health care and social service recourse guide for the LGBT community, for which UT shall pay to the City of El Paso the amount of THREE THOUSAND DOLLARS AND NO/100 (\$3,000.00).

BACKGROUND / DISCUSSION:

The Purple Pages of El Paso is a project of the City of El Paso Department of Public Health HIV Prevention Program’s Community Mobilization LGBT (Lesbian Gay Bisexual and Transgender) Core Team. This online resource guide will be available through it’s own website with a hyperlink from the Department of Public Health website. The resource list includes physicians, counselors, community and medical social workers, and community organizations that have affirmed their commitment to improve access to health care services for the LGBTQ community in El Paso. This agreement is made possible through the amount of Three Thousand Dollars and no/100 (\$3,000.00) grant from University of Texas Austin to decrease stigma and discrimination for the LGBTQ community.

PRIOR COUNCIL ACTION:

No

AMOUNT AND SOURCE OF FUNDING:

Three Thousand Dollars and No/100 (\$3,000.00)

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 and the University of Texas at Austin, ("UT") for the period of October 18, 2016 through December 31, 2016, for the City to create a Purple Pages health care and social service resource guide for the LGBT community, for which UT shall pay to the City of El Paso the amount of THREE THOUSAND DOLLARS AND NO/100 (\$3,000.00).

Dated this _____ day of _____ 20__.

CITY OF EL PASO

Oscar Leeser, Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT



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

INTERLOCAL COOPERATION CONTRACT

THE STATE OF TEXAS
COUNTY OF TRAVIS

This Interlocal Cooperation Contract (this "Contract") is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the *Interlocal Cooperation Act, Chapter 791, Texas Government Code*.

I. Contracting Parties

The Receiving Party: The University of Texas at Austin ("UT") an institution of higher education and agency of the State of Texas.

College of Education

Department of Kinesiology and Health Education

Robin Atwood

2109 San Jacinto Blvd.

Austin, TX 78712

(512) 443-0858

The Performing Party: *City of El Paso* a local government of the State of Texas

City Manager

PO Box 1890

El Paso, TX 79950-1890

Copy to:

City of El Paso

Department of Public Health

Attn: Director

5115 El Paso Drive

El Paso, TX 79905

II. Statement of Services to be Performed

Performing Party will perform the following service(s):

1. Deliverable 1: Website
 2. Deliverable 2: Mobile App
 3. Deliverable 3: Communication & Evaluation
- See 'Exhibit A'

III. Basis for Calculating Reimbursable Costs

1. Deliverable 1: Website	\$1,100
2. Deliverable 2: Mobile App	\$1,025
3. Deliverable 3: Communication & Evaluation	\$875

TOTAL AMOUNT DUE \$3,000

See Exhibit 'B'

IV. Contract Amount

The total amount of this Contract shall not exceed \$3,000.00 (three thousand dollars).

V. Payment of Services

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the *Texas Prompt Payment Act, Chapter 2251, Texas Government Code*.

Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party.

VI. Warranties

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 65.31, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in Chapter _____, *Texas _____ Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

VII. Term of the Contract

This Agreement is effective as of the late of October 4, 2016, 2016 or date fully executed by both parties ("Effective Date") and shall terminate on December 31, 2016.

VIII. Termination

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon 30 (thirty) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the 30-day period.

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

Performing Party
City of El Paso

Receiving Party
The University of Texas at Austin

By: _____

By: _____

Name: _____

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO FORM

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

Josette Flores
Assistant County Attorney

Exhibit A Statement of Work

I. Project: Purple Pages

The UT Austin Health Innovation & Evaluation Team is working with the Texas Department of State Health Services, HIV/STD Program to creatively address one or more factors that contribute to the disproportionate impact of HIV on Black gay and bisexual men and transgender women in Texas. This project will fund nontraditional, innovative approaches to addressing HIV among Black gay and bisexual men and transgender women in Texas. Activities that move beyond “business as usual” will be funded.

The City of El Paso Health Department is being funded to create a Purple Pages resource guide for the LGBT community. This guide will target Black and Latino MSM and help link community members to LGBT-friendly health care and social service providers. The Purple Pages resource guide will be made available in three ways: online, mobile app, and hard copy.

II. Services and/or Deliverables. Contractor will provide the following services and/or deliverables in support of the Project:

Deliverables

**Continuation of project funding is contingent upon participating in monthly and quarterly check-in calls and a final evaluation call with DSHS & UT staff until completion of all deliverables.*

**Retain and provide receipts for all purchases, service payments, and space rental as applicable.*

Deliverable 1: Website

- 1.1 Provide web link for review
- 1.2 Provide receipts for domain and web hosting (5 years for each)

Deliverable 2: Mobile App

- 2.1 Provide mobile app for review
- 2.2 Provide receipts for platform registration and app hosting (5 years for each)

Deliverable 3: Communication & Evaluation

- 3.1 Brief description of communications created/purchased for Purple Pages promotion
 - Types of social media adds purchased and receipts
 - Provide example of posters that have been created and where they have been used
 - Plan for engaging targeted community
- 3.2 Evaluation & Communication
 - Brief overview of the project
 - Key outcomes achieved by the project
 - Lessons learned and suggestions for future events
 - Sustainability plan
 - Participate in monthly and quarterly check-in calls and a final evaluation call with DSHS & UT staff until completion of all deliverables.

Exhibit B
Payment for Services

- I. **SERVICE FEES:** University will compensate Contractor for successful completion of each deliverable outlined in Exhibit A, as follows:

Deliverable 1: \$1,100.00

Deliverable 2: \$1,025.00

Deliverable 3: \$875.00

Total Contract: \$3,000.00

Notwithstanding the foregoing, the cumulative amount of Service Fees remitted by University to Contractor will not exceed \$3,000.00 ("Fee Cap") without the prior written approval of University.

- II. The Fee Cap and the Expense Cap are sometimes collectively referred to as the "Contract Amount." The total Contract Amount will not exceed \$3,000.00

III. **INVOICING:**

Upon completion of a deliverable and acceptance by University, Contractor will submit an invoice setting forth amounts due to Contractor. Each invoice will be accompanied by documentation that University may reasonably request to support the invoice amount. University will, within thirty (30) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If University approves the amount or any portion of the amount, University will promptly pay to Contractor the amount approved so long as Contractor is not in default under this Agreement. If University disapproves any invoice amount, University will give Contractor specific reasons for its disapproval in writing. Contractor will submit invoices to University as follows:

Robin D. Atwood, EdD
Ratwood@austin.utexas.edu