

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

**DEPARTMENT:** Mayor and City Council

**AGENDA DATE:** November 10, 2009

**CONTACT PERSON NAME AND PHONE NUMBER:** Bill Lilly (541-4643)

**DISTRICT(S) AFFECTED:** All

**SUBJECT:**

Discussion and action regarding recommendations of the Health and Safety Legislative Review Committee from the September 17, 2009 meeting.

1. Report on meeting and reconciliation of City's funding to MHMR and in-kind contributions from 2001 to 2009.
2. Termination of the City's participation in the Interlocal Agreement between City, County and Hospital District that created the El Paso MHMR Center.
3. Dispose of City Property now leased to MHMR (Morenci Street) and provide MHMR relocation or other assistance.

**BACKGROUND / DISCUSSION:**

The City of El Paso entered into an InterLocal Agreement dated November 28, 2000 to create the El Paso Community Mental Health and Mental Retardation Center. The InterLocal Agreement provides for local contributions by sponsoring agencies and formulas for sponsoring agency contributions. The El Paso Community Mental Health and Mental Retardation Center and the County of El Paso questioned whether the City of El Paso has fulfilled its local contribution obligation to the InterLocal Agreement. City staff has completed an analysis of the City contributions for 2001 to current and believe the City of El Paso has not only fulfilled but exceeded the required City of El Paso contribution commitment requirement pursuant to the InterLocal Agreement. The City's contributions have been fulfilled by contributions for utilization of real property, cash, and contracts for services contributions.

**PRIOR COUNCIL ACTION:**

The Health and Public Safety Legislative Committee reviewed this item on September 17, 2009 and this item is brought forward from that meeting..

**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?**

**BOARD / COMMISSION ACTION:**

**Enter appropriate comments or N/A**

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



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

*Information copy to appropriate Deputy City Manager*

**City of El Paso Contributions to the El Paso Mental Health and Mental Retardation  
2001 - 2011**

<b>Year</b>	<b>Morenci St./El Paso Dr. Lease Value</b>	<b>Morenci St. Lease Value</b>	<b>Direct Cash</b>	<b>Contribution Differential</b>	<b>In-Kind Contributions**</b>
2001*	\$73,000		\$21,510	<b>(\$5,490)</b>	\$60,850
2002*	\$73,000		\$20,438	<b>(\$6,562)</b>	\$137,397
2003	\$73,000		\$14,405	<b>(\$12,595)</b>	\$129,126
2004	\$73,000		\$13,488	<b>(\$13,512)</b>	\$137,486
2005	\$73,000		\$13,440	<b>(\$13,560)</b>	\$84,278
2006	\$73,000		\$13,811	<b>(\$13,189)</b>	\$73,134
2007		\$36,800	\$12,499	<b>(\$50,701)</b>	\$60,988
2008		\$36,660	\$11,410	<b>(\$51,930)</b>	\$59,717
2009		\$37,539	\$253,225	<b>\$190,764</b>	
2010		\$38,440	\$210,000	<b>\$148,440</b>	
2011		\$39,363	TBD	<b>\$0</b>	
<b>Total</b>	<b>\$438,000</b>	<b>\$188,802</b>	<b>\$584,226</b>	<b>\$171,665</b>	<b>\$742,976</b>

\* The required local match for 2001 and 2002 was not provided to the City. It is believed to be less than \$100,000

\*\* In-Kind Contributions are allow per Section iV of the Interlocal Agreement (See Attached)

Contribution differential represents Lease Value and Direct Cash minus \$100,000

## **City of El Paso Contributions to the El Paso Mental Health and Mental Retardation 2001-2008**

### **2001**

\$73,000 - Lease value for Morenci Street property and El Paso Drive property. El Paso Drive property includes payment of utilities and communications

\$12,299 – Homeless Health Clinic – A CDBG funded project contracted to Centro San Vicente, Inc. The Project integrates mental and medical health services. It also promoted a continuum of care for patients through a comprehensive array of medical, mental, social services and health education. (Funding of a MHMR related service – 20% value assigned)

\$10,607 – Community Oriented Primary Health Care – A CDBG funded project contracted to Centro San Vicente, Inc. The Project integrates mental and medical health services. It also promoted a continuum of care for patients through a comprehensive array of medical, mental, social services and health education. (Funding of a MHMR related service – 20% value assigned)

\$12,559 – Sara McKnight Transitional Living Center – A CDBG funded project contracted to the YWCA El Paso Del Norte Region. The project provided transitional housing with support services for up to 40 homeless women and their families. Participants received case management, job development and psychological counseling. The objective of the program was to stabilize participant lives while they acquired skills to move to permanent housing and employment. (Funding of a MHMR related service – 20% value assigned)

\$12,337 – Children's Mental Health/Abuse Prevention – A CDBG funded project contracted to El Paso Child Guidance Center, Inc. The project provided health counseling for children and their families who experienced disabling mental health problems resulting from trauma, including violence. Accessible, early mental health intervention strengthened families, enabling individuals to meaningfully participate and contribute and provide for family and self-sufficiency. (Funding of a MHMR related service – 20% value assigned)

\$7,214 – Community Enhancement Counseling - A CDBG funded project contracted to Jewish Family and Children's Services. The project provided mental health counseling for families, individuals, couples, groups, and children. Clients become health and productive citizens by overcoming mental and emotional barriers. (Funding of a MHMR related service – 20% value assigned)

\$5,834 - La Familia Del Paso, Inc. – A CDBG funded project provided a social, restorative and supportive environment to people adjusting to chronic mental illness. Members learned strategies for an independent lifestyle. (Funding of a MHMR related service – 20% value assigned)

\$21,510 – An Emergency Shelter Grant project funded to El Paso MHMR. The purpose of the project was to provide rent/mortgage and utility assistance to the homeless mentally ill.

## **2002**

\$73,000 - Lease value for Morenci Street property and El Paso Drive property. El Paso Drive property includes payment of utilities and communications.

\$80,000 – SAMHSA Project Focus – In 2002 the City of El Paso was awarded a three-year grant in the amount of \$400,000 per year. Seniors, 65 years of age and older, were provided counseling. City partners for the administration were El Paso MHMR and Centro San Vicente. Each of the agencies was assigned a Licensed Professional Counselor on staff. (Funding of a MHMR related service – 20% value assigned)

\$10,613 – Homeless Health Clinic – A CDBG funded project contracted to Centro San Vicente, Inc. The Project integrates mental and medical health services. It also promoted a continuum of care for patients through a comprehensive array of medical, mental, social services and health education. (Funding of a MHMR related service – 20% value assigned)

\$10,567 – Community Oriented Primary Health Care – A CDBG funded project contracted to Centro San Vicente, Inc. The Project integrates mental and medical health services. It also promoted a continuum of care for patients through a comprehensive array of medical, mental, social services and health education. (Funding of a MHMR related service – 20% value assigned)

\$10,950 – Sara McKnight Transitional Living Center – A CDBG funded project contracted to the YWCA El Paso Del Norte Region. The project provided transitional housing with support services for up to 40 homeless women and their families. Participants received case management, job development and psychological counseling. The objective of the program was to stabilize participant lives while they acquired skills to move to permanent housing and employment. (Funding of a MHMR related service – 20% value assigned)

\$12,298 – Children's Mental Health/Abuse Prevention – A CDBG funded project contracted to El Paso Child Guidance Center, Inc. The project provided health counseling for children and their families who experienced disabling mental health problems resulting from trauma, including violence. Accessible, early mental health intervention strengthened families, enabling individuals to meaningfully participate and contribute and provide for family and self-sufficiency. (Funding of a MHMR related service – 20% value assigned)

\$7,174 – Community Enhancement Counseling - A CDBG funded project contracted to Jewish Family and Children's Services. The project provided mental health counseling for families, individuals, couples, groups, and children. Clients become health and productive citizens by overcoming mental and emotional barriers. (Funding of a MHMR related service – 20% value assigned)

\$5,795 - La Familia Del Paso, Inc. – A CDBG funded project provided a social, restorative and supportive environment to people adjusting to chronic mental illness. Members learned strategies for an independent lifestyle. (Funding of a MHMR related service – 20% value assigned)

\$20,438 – An Emergency Shelter Grant project funded to El Paso MHMR. The purpose of the project was to provide rent/mortgage and utility assistance to the homeless mentally ill.

### **2003**

\$73,000 - Lease value for Morenci Street property and El Paso Drive property. El Paso Drive property includes payment of utilities and communications.

\$80,000 – SAMHSA Project Focus – In 2002 the City of El Paso was awarded a three-year grant in the amount of \$400,000 per year. Seniors, 65 years of age and older, were provided counseling. City partners for the administration were El Paso MHMR and Centro San Vicente. Each of the agencies was assigned a Licensed Professional Counselor on staff. (Funding of a MHMR related service – 20% value assigned)

\$9,138 – Homeless Health Clinic – A CDBG funded project contracted to Centro San Vicente, Inc. The Project integrates mental and medical health services. It also promoted a continuum of care for patients through a comprehensive array of medical, mental, social services and health education. (Funding of a MHMR related service – 20% value assigned)

\$8,857 – Community Oriented Primary Health Care – A CDBG funded project contracted to Centro San Vicente, Inc. The Project integrates mental and medical health services. It also promoted a continuum of care for patients through a comprehensive array of medical, mental, social services and health education. (Funding of a MHMR related service – 20% value assigned)

\$9,139 – Sara McKnight Transitional Living Center – A CDBG funded project contracted to the YWCA El Paso Del Norte Region. The project provided transitional housing with support services for up to 40 homeless women and their families. Participants received case management, job development and psychological counseling. The objective of the program was to stabilize participant lives while they acquired skills to move to permanent housing and employment. (Funding of a MHMR related service – 20% value assigned)

\$10,581 – Children’s Mental Health/Abuse Prevention – A CDBG funded project contracted to El Paso Child Guidance Center, Inc. The project provided health counseling for children and their families who experienced disabling mental health problems resulting from trauma, including violence. Accessible, early mental health intervention strengthened families, enabling individuals to meaningfully participate and contribute and provide for family and self-sufficiency. (Funding of a MHMR related service – 20% value assigned)

\$6,129 – Community Enhancement Counseling - A CDBG funded project contracted to Jewish Family and Children’s Services. The project provided mental health counseling for families, individuals, couples, groups, and children. Clients become health and productive citizens by overcoming mental and emotional barriers. (Funding of a MHMR related service – 20% value assigned)

\$5,282 - La Familia Del Paso, Inc. – A CDBG funded project provided a social, restorative and supportive environment to people adjusting to chronic mental illness. Members learned strategies for an independent lifestyle. (Funding of a MHMR related service – 20% value assigned)

\$14,405 – An Emergency Shelter Grant project funded to El Paso MHMR. The purpose of the project was to provide rent/mortgage and utility assistance to the homeless mentally ill.

## **2004**

\$73,000 - Lease value for Morenci Street property and El Paso Drive property. El Paso Drive property includes payment of utilities and communications.

\$80,000 – SAMHSA Project Focus – In 2002 the City of El Paso was awarded a three-year grant in the amount of \$400,000 per year. Seniors, 65 years of age and older, were provided counseling. City partners for the administration were El Paso MHMR and Centro San Vicente. Each of the agencies was assigned a Licensed Professional Counselor on staff. (Funding of a MHMR related service – 20% value assigned)

\$9,674 – Homeless Health Clinic – A CDBG funded project contracted to Centro San Vicente, Inc. The Project integrates mental and medical health services. It also promoted a continuum of care for patients through a comprehensive array of medical, mental, social services and health education. (Funding of a MHMR related service – 20% value assigned)

\$8,026 – Community Oriented Primary Health Care – A CDBG funded project contracted to Centro San Vicente, Inc. The Project integrates mental and medical health services. It also promoted a continuum of care for patients through a comprehensive array of medical, mental, social services and health education. (Funding of a MHMR related service – 20% value assigned)

\$8,565 – Sara McKnight Transitional Living Center – A CDBG funded project contracted to the YWCA El Paso Del Norte Region. The project provided transitional housing with support services for up to 40 homeless women and their families. Participants received case management, job development and psychological counseling. The objective of the program was to stabilize participant lives while they acquired skills to move to permanent housing and employment. (Funding of a MHMR related service – 20% value assigned)

\$11,106 – Children’s Mental Health/Abuse Prevention – A CDBG funded project contracted to El Paso Child Guidance Center, Inc. The project provided health counseling for children and their families who experienced disabling mental health problems resulting from trauma, including violence. Accessible, early mental health intervention strengthened families, enabling individuals to meaningfully participate and contribute and provide for family and self-sufficiency. (Funding of a MHMR related service – 20% value assigned)

\$6,548 – Community Enhancement Counseling - A CDBG funded project contracted to Jewish Family and Children’s Services. The project provided mental health counseling for families, individuals, couples, groups, and children. Clients become health and productive citizens by overcoming mental and emotional barriers. (Funding of a MHMR related service – 20% value assigned)

\$5,748 - La Familia Del Paso, Inc. – A CDBG funded project provided a social, restorative and supportive environment to people adjusting to chronic mental illness. Members learned strategies for an independent lifestyle. (Funding of a MHMR related service – 20% value assigned)

\$ 7,819 - Project Vida Integrated Primary Health Care Project - PVHC is a comprehensive, community-oriented primary health care program with outreach, health education, preventive care, and primary clinical and mental health care for low-income families in a medically underserved area. It is integrated with a full array of social and family services including education, gang prevention and housing. (Funding of a MHMR related service – 20% value assigned)

\$13,488 – An Emergency Shelter Grant project funded to El Paso MHMR. The purpose of the project was to provide rent/mortgage and utility assistance to the homeless mentally ill.

## **2005**

\$73,000 - Lease value for Morenci Street property and El Paso Drive property. El Paso Drive property includes payment of utilities and communications.

\$18,150 – HOAGG - – In 2005 the City of El Paso was awarded a two-year grant in the amount of \$181,501. Seniors, 65 years of age and older, were provided counseling. City partners for the administration were El Paso MHMR and Centro San Vicente. Each of the

agencies was assigned a Licensed Professional Counselor on staff. (Funding of a MHMR related service – 20% value assigned)

\$10,756 – Homeless Health Clinic – A CDBG funded project contracted to Centro San Vicente, Inc. The Project integrates mental and medical health services. It also promoted a continuum of care for patients through a comprehensive array of medical, mental, social services and health education. (Funding of a MHMR related service – 20% value assigned)

\$8,609 – Community Oriented Primary Health Care – A CDBG funded project contracted to Centro San Vicente, Inc. The Project integrates mental and medical health services. It also promoted a continuum of care for patients through a comprehensive array of medical, mental, social services and health education. (Funding of a MHMR related service – 20% value assigned)

\$9,187 – Sara McKnight Transitional Living Center – A CDBG funded project contracted to the YWCA El Paso Del Norte Region. The project provided transitional housing with support services for up to 40 homeless women and their families. Participants received case management, job development and psychological counseling. The objective of the program was to stabilize participant lives while they acquired skills to move to permanent housing and employment. (Funding of a MHMR related service – 20% value assigned)

\$10,991 – Children's Mental Health/Abuse Prevention – A CDBG funded project contracted to El Paso Child Guidance Center, Inc. The project provided health counseling for children and their families who experienced disabling mental health problems resulting from trauma, including violence. Accessible, early mental health intervention strengthened families, enabling individuals to meaningfully participate and contribute and provide for family and self-sufficiency. (Funding of a MHMR related service – 20% value assigned)

\$6,911 – Community Enhancement Counseling - A CDBG funded project contracted to Jewish Family and Children's Services. The project provided mental health counseling for families, individuals, couples, groups, and children. Clients become health and productive citizens by overcoming mental and emotional barriers. (Funding of a MHMR related service – 20% value assigned)

\$6,618 - La Familia Del Paso, Inc. – A CDBG funded project provided a social, restorative and supportive environment to people adjusting to chronic mental illness. Members learned strategies for an independent lifestyle. (Funding of a MHMR related service – 20% value assigned)

\$13,056 - Project Vida Integrated Primary Health Care Project - PVHC is a comprehensive, community-oriented primary health care program with outreach, health education, preventive care, and primary clinical and mental health care for low-income

families in a medically underserved area. It is integrated with a full array of social and family services including education, gang prevention and housing. Funding of a MHMR related service – 20% value assigned)

\$13,440 – An Emergency Shelter Grant project funded to El Paso MHMR. The purpose of the project was to provide rent/mortgage and utility assistance to the homeless mentally ill.

## **2006**

\$73,000 - Lease value for Morenci Street property and El Paso Drive property. El Paso Drive property includes payment of utilities and communications

\$18,150 – HOAGG - – In 2005 the City of El Paso was awarded a two-year grant in the amount of \$400,000 per year. Seniors, 65 years of age and older, were provided counseling. City partners for the administration were El Paso MHMR and Centro San Vicente. Each of the agencies was assigned a Licensed Professional Counselor on staff. (Funding of a MHMR related service – 20% value assigned)

\$7,822 – Homeless Health Clinic – A CDBG funded project contracted to Centro San Vicente, Inc. The Project integrates mental and medical health services. It also promoted a continuum of care for patients through a comprehensive array of medical, mental, social services and health education. (Funding of a MHMR related service – 20% value assigned)

\$9,142 – Community Oriented Primary Health Care – A CDBG funded project contracted to Centro San Vicente, Inc. The Project integrates mental and medical health services. It also promoted a continuum of care for patients through a comprehensive array of medical, mental, social services and health education. (Funding of a MHMR related service – 20% value assigned)

\$8,246 – Sara McKnight Transitional Living Center – A CDBG funded project contracted to the YWCA El Paso Del Norte Region. The project provided transitional housing with support services for up to 40 homeless women and their families. Participants received case management, job development and psychological counseling. The objective of the program was to stabilize participant lives while they acquired skills to move to permanent housing and employment. (Funding of a MHMR related service – 20% value assigned)

\$9,342 – Children's Mental Health/Abuse Prevention – A CDBG funded project contracted to El Paso Child Guidance Center, Inc. The project provided health counseling for children and their families who experienced disabling mental health problems resulting from trauma, including violence. Accessible, early mental health intervention strengthened families, enabling individuals to meaningfully participate and contribute and

provide for family and self-sufficiency. (Funding of a MHMR related service – 20% value assigned)

\$5,875 – Community Enhancement Counseling - A CDBG funded project contracted to Jewish Family and Children's Services. The project provided mental health counseling for families, individuals, couples, groups, and children. Clients become health and productive citizens by overcoming mental and emotional barriers. (Funding of a MHMR related service – 20% value assigned)

\$5,625 - La Familia Del Paso, Inc. – A CDBG funded project provided a social, restorative and supportive environment to people adjusting to chronic mental illness. Members learned strategies for an independent lifestyle. (Funding of a MHMR related service – 20% value assigned)

\$8,932 - Project Vida Integrated Primary Health Care Project - PVHC is a comprehensive, community-oriented primary health care program with outreach, health education, preventive care, and primary clinical and mental health care for low-income families in a medically underserved area. It is integrated with a full array of social and family services including education, gang prevention and housing. Funding of a MHMR related service – 20% value assigned)

\$13,811 – An Emergency Shelter Grant project funded to El Paso MHMR. The purpose of the project was to provide rent/mortgage and utility assistance to the homeless mentally ill.

## **2007**

\$36,800 - Lease value for Morenci Street property.

\$8,643 – Homeless Health Clinic – A CDBG funded project contracted to Centro San Vicente, Inc. The Project integrates mental and medical health services. It also promoted a continuum of care for patients through a comprehensive array of medical, mental, social services and health education. (Funding of a MHMR related service – 20% value assigned)

\$9,035 – Community Oriented Primary Health Care – A CDBG funded project contracted to Centro San Vicente, Inc. The Project integrates mental and medical health services. It also promoted a continuum of care for patients through a comprehensive array of medical, mental, social services and health education. (Funding of a MHMR related service – 20% value assigned)

\$13,884 – Sara McKnight Transitional Living Center – A CDBG funded project contracted to the YWCA El Paso Del Norte Region. The project provided transitional housing with support services for up to 40 homeless women and their families. Participants received case management, job development and psychological counseling. The objective of the program was to stabilize participant lives while they acquired skills

to move to permanent housing and employment. (Funding of a MHMR related service – 20% value assigned)

\$9,233 – Children’s Mental Health/Abuse Prevention – A CDBG funded project contracted to El Paso Child Guidance Center, Inc. The project provided health counseling for children and their families who experienced disabling mental health problems resulting from trauma, including violence. Accessible, early mental health intervention strengthened families, enabling individuals to meaningfully participate and contribute and provide for family and self-sufficiency. (Funding of a MHMR related service – 20% value assigned)

\$5,806 – Community Enhancement Counseling - A CDBG funded project contracted to Jewish Family and Children’s Services. The project provided mental health counseling for families, individuals, couples, groups, and children. Clients become health and productive citizens by overcoming mental and emotional barriers. (Funding of a MHMR related service – 20% value assigned)

\$5,559 - La Familia Del Paso, Inc. – A CDBG funded project provided a social, restorative and supportive environment to people adjusting to chronic mental illness. Members learned strategies for an independent lifestyle. (Funding of a MHMR related service – 20% value assigned)

\$8,828 - Project Vida Integrated Primary Health Care Project - PVHC is a comprehensive, community-oriented primary health care program with outreach, health education, preventive care, and primary clinical and mental health care for low-income families in a medically underserved area. It is integrated with a full array of social and family services including education, gang prevention and housing. (Funding of a MHMR related service – 20% value assigned)

\$12,499 – An Emergency Shelter Grant project funded to El Paso MHMR. The purpose of the project was to provide rent/mortgage and utility assistance to the homeless mentally ill.

## **2008**

\$36,660 - Lease value for Morenci Street property.

\$6,375 – Homeless Health Clinic – A CDBG funded project contracted to Centro San Vicente, Inc. The Project integrates mental and medical health services. It also promoted a continuum of care for patients through a comprehensive array of medical, mental, social services and health education. (Funding of a MHMR related service – 20% value assigned)

\$9,772 – Community Oriented Primary Health Care – A CDBG funded project contracted to Centro San Vicente, Inc. The Project integrates mental and medical health services. It also promoted a continuum of care for patients through a comprehensive array

of medical, mental, social services and health education. (Funding of a MHMR related service – 20% value assigned)

\$7,405 – Sara McKnight Transitional Living Center – A CDBG funded project contracted to the YWCA El Paso Del Norte Region. The project provided transitional housing with support services for up to 40 homeless women and their families. Participants received case management, job development and psychological counseling. The objective of the program was to stabilize participant lives while they acquired skills to move to permanent housing and employment. (Funding of a MHMR related service – 20% value assigned)

\$9,971 – Children’s Mental Health/Abuse Prevention – A CDBG funded project contracted to El Paso Child Guidance Center, Inc. The project provided health counseling for children and their families who experienced disabling mental health problems resulting from trauma, including violence. Accessible, early mental health intervention strengthened families, enabling individuals to meaningfully participate and contribute and provide for family and self-sufficiency. (Funding of a MHMR related service – 20% value assigned)

\$6,514 – Community Enhancement Counseling - A CDBG funded project contracted to Jewish Family and Children’s Services. The project provided mental health counseling for families, individuals, couples, groups, and children. Clients become health and productive citizens by overcoming mental and emotional barriers. (Funding of a MHMR related service – 20% value assigned)

\$6,262 - La Familia Del Paso, Inc. – A CDBG funded project provided a social, restorative and supportive environment to people adjusting to chronic mental illness. Members learned strategies for an independent lifestyle. (Funding of a MHMR related service – 20% value assigned)

\$13,418 - Project Vida Integrated Primary Health Care Project - PVHC is a comprehensive, community-oriented primary health care program with outreach, health education, preventive care, and primary clinical and mental health care for low-income families in a medically underserved area. It is integrated with a full array of social and family services including education, gang prevention and housing. (Funding of a MHMR related service – 20% value assigned)

\$10,922 – An Emergency Shelter Grant project funded to El Paso MHMR. The purpose of the project was to provide rent/mortgage and utility assistance to the homeless mentally ill.

**Note:** A 20% value assigned to these activities that at a minimum attributable to Mental Health and Mental Retardation related services.

THE STATE OF TEXAS §  
COUNTY OF EL PASO §

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into this 28<sup>th</sup> day of Nov., 2000, by and between the CITY OF EL PASO (hereinafter referred to as "the City"), the COUNTY OF EL PASO, a duly formed Texas county, (hereinafter referred to as the "County"), and the EL PASO COUNTY HOSPITAL DISTRICT, (hereinafter referred to as "the Hospital District"), collectively to be known as the "sponsoring agencies",

WITNESSED:

WHEREAS, the County, the City and the Hospital District are authorized to establish community mental health and mental retardation centers by Texas Health & Safety Code, Chapter 534; and

WHEREAS, the County, the City and the Hospital District recognize that this contract for a combined organization for a community mental health and mental retardation center would improve the efficiency and effectiveness of their respective local governments; and

WHEREAS, the County, the City and the Hospital District are further authorized to enter into Interlocal Agreements by Texas Health & Safety Code, Chapter 534; and

WHEREAS, said undersigned agencies desire to reorganize the provision of mental health and mental retardation services and to establish new procedures for the selection of trustees for the Board of Trustees; and

WHEREAS, all of the sponsoring agencies that have signed this Agreement agree that local contributions are necessary to maintain the community mental health and mental retardation center.

NOW THEREFORE, be it known that the County, the City, and the Hospital District enter into this Interlocal Agreement.

H-00-024

**I.**  
**Establishment of Community Center**

The County, the City and the Hospital District hereby mutually establish a community mental health and mental retardation center, which will provide mental health and mental retardation services, to be named El Paso Community Mental Health and Mental Retardation Center (EP Community MH and MR Center).

**II**  
**Board of Trustees**

The community mental health and mental retardation center shall be administered by a Board of Trustees. The Board of Trustees, hereinafter "the Board" shall consist of nine (9) persons appointed by the County, the City, and the Hospital District, from qualified voters of El Paso County. Each entity will be entitled to three appointments to the nine-member board. Each trustee position shall ultimately be for a two-year term. The terms shall be staggered so that complete turnover on the Board of Trustees does not occur. Each trustee's term will begin on January 1 of the year of appointment and end on December 31<sup>st</sup> of the year the term ends.

**A. Appointment**

The regular appointment of trustees by the sponsoring agencies shall occur during the month of December before each year when appropriate vacancies occur by expiration of a term. The appointment for the fulfillment of an unexpired term will occur within a reasonable time after any vacancy has occurred but in no event later than 60 days after the board has given a notice of a vacancy to the appointing sponsoring agency.

**B Transition Year**

For the transition year, all 9 positions shall be filled by appointment. The Rio Grande Council of Governments, hereinafter RGCOG, will post and advertise the necessary notice to all interested individuals of the openings, in accordance with subsections C (1) and D below. Applications shall be submitted to the RGCOG. The application form shall provide the applicant the choice as to which sponsoring agency the applicant wishes to be appointed by. The RGCOG shall forward the application to the sponsoring agency selected by each applicant. Selection of the appointments shall be completed by June 30, 2001 and in accordance with subsections C (2) and C (3) below.

The initial appointments shall be designated as either "one-year" or "two-year"

terms irrespective of the date of the appointment or the length of service during that initial term. Four (4) members shall be appointed to serve one-year terms, through December 31, 2001. Five (5) members shall be appointed to serve two-year terms through December 31, 2002. Upon conclusion of the initial terms, all appointments shall be made for two-year terms. The four members appointed for the initial one-year terms could be re-appointed to serve three (3) full terms in addition to the period of the initial term.

The designation of each place on the Board is assigned as follows:

Place 1	County	Initial two-year term, every odd year thereafter.
Place 2	City	Initial one-year term, every even year thereafter.
Place 3	Hospital	Initial two-year term, every odd year thereafter.
Place 4	County	Initial one-year term, every even year thereafter.
Place 5	City	Initial two-year term, every odd year thereafter.
Place 6	Hospital	Initial one-year term, every even year thereafter.
Place 7	County	Initial two-year term, every odd year thereafter.
Place 8	City	Initial one-year term, every even year thereafter.
Place 9	Hospital	Initial two-year term, every odd year thereafter.

#### **C. Notice of Vacancies**

1) Upon the anticipated expiration of a term, the Board shall notify the appointing sponsoring agency having the vacancy and the type of appointee the vacating place requires by November 1.

2) In the event of a vacancy or in anticipation of the expiration of a term, the Board shall immediately request that the County Clerk, the City Clerk and the Chairperson of the Board of Managers for the Hospital District, or his/her designee, post the notice of vacancy to solicit applications from interested qualifying individuals. Such notice shall direct the applicants to forward their application to the Chairperson of the Board of Trustees by a deadline set by the Board of Trustees. The Board shall also send a press release to the media advising the public of the vacancy. Interested groups who have requested notification of vacancies shall be sent a copy of the public notice by the Board of Trustees.

3) Interested persons shall complete a form to be entitled "Application for Board of Trustees Appointment" and submit them to the Board of Trustees. The applications shall

then be forwarded to the office of the chief executive officer of the appointing sponsoring agency selected by the applicant.

4) An appointment must be made by the appropriate sponsoring agency by January 1 for a position beginning its new term or within 60 days after notice of a vacancy for an unexpired term.

5) No trustee can serve more than three (3) consecutive two-year terms. A vacancy on the Board of Trustees is filled by appointment for the remainder of the unexpired term. It is understood that if an individual is appointed to fill a vacancy in an unexpired term, the person could be re-appointed to serve three (3) full terms in addition to the period of the unexpired term.

6) Each appointing agency must assemble an independent Recommendations Committee to screen applications submitted and forward recommendations to the appointing agency. The appointing agency must make an appointment from the pool of no less than three (3) or more than five (5) applicants recommended by the Committee to the agency. If an appointment cannot be made from the pool of applicants, the vacancy shall be re-posted by the Chairperson of the Board as described in section C(1) above. During the transition year, the creation of the Recommendations Committee by each sponsoring agency shall occur no later than 10 days from the date each sponsoring agency receives applications from the RGCOG.

7) Each trustee appointed must sign and file any required oath of office with the sponsoring agency prior to the beginning of the trustee's tenure and fulfill all requirements mandated by law and the bylaws of the community mental health and mental retardation center.

#### **D. Criteria for Selection**

Each sponsoring agency shall use the criteria for selection of Board Trustee members as suggested or required by the Texas Council of Community MHMR Centers, Inc. and the Texas Department of Mental Health and Mental Retardation (Addendum A). Under no circumstances shall any person hold a position on the Board who owns or controls or whose spouse owns or controls, directly or indirectly, any interest in a business entity or organization receiving funds from the community mental health and mental retardation center by contract or other method. Nor shall any person hold a position on the Board of Trustees who works for or is affiliated with any organization that receives tangible goods or funds from the center in an amount greater than 10% of its funding. Upon appointment to the Board, an individual who owns or controls an interest as described under this section, or is affiliated with an organization with an interest as described in this section, shall immediately divest him/herself of all interest or affiliation in such a business entity or organization. The exceptions to this prohibition are as follows: 1) a consumer, or 2) an individual receiving compensation or reimbursement authorized by law for Board membership, attendance, or expenses. Board appointments must reflect the ethnic and geographical diversity of the service area. The Board must include at least three (3) or more persons who are consumers of the types of services the community mental health and mental retardation center funds or who are family members

of such consumers. One of the three appointees designated to each sponsoring agency must be a consumer or family member of a consumer. The second appointee of each sponsoring agency shall have expertise in areas such as education administration, fiscal management, healthcare, medicine or law. The qualifications of the third appointee will be left to the discretion of each sponsoring agency.

**E. Removal of a Member from the Board of Trustees**

1. A trustee shall be removed from the Board by the Board of Trustees as then legally constituted and serving, for the following reasons:

- a. The loss of residency in El Paso County, Texas, or the trustee's status as a qualified voter of El Paso County, Texas.
- b. Conviction of any offense classified as a felony, or a misdemeanor offense involving moral turpitude, or violation of any of the Rules of the Texas Department of Mental Health and Mental Retardation.
- c. Failure to divest him or herself from a conflicting interest as described in section D within a reasonable time after a request by the Board to do so.
- d. For any of the reasons outlined under § 534.0065 of the Texas Health & Safety Code

2. A trustee may be removed from the Board by a 2/3 majority vote of the Board, as then legally constituted and serving, for the following reasons:

- a. Failure to maintain an acceptable standard of attendance at meetings, as determined by the Board of Trustees.
- b. Violation of any by-laws adopted by the Board of Trustees.

3. Should the Board of Trustees fail to remove a member of the Board pursuant to section E(1) above, the member may be removed by the appointing sponsoring agency. In this instance, the member subject to removal shall have a right to have an open hearing before the sponsoring agency if he so desires.

4. A member subject to removal shall have a right to have an open hearing before the Board of Trustees if he so desires. The sponsoring agency that initially appointed the individual removed by the Board may not reverse the decision of the Board.

F. The Board of Trustees shall adopt bylaws that set forth procedures to assure that the Board timely and expediently accomplishes all tasks in accordance with this Agreement.

**III.**

### Powers and Duties

The community mental health and mental retardation center shall have the responsibility and duty to ensure a continuum of comprehensive mental health and mental retardation services in El Paso County. The community mental health and mental retardation center shall have all the powers, duties, responsibilities and authority of a community mental health and mental retardation center under state law. The Board of Trustees shall be responsible for the administration of the community mental health and mental retardation center. The Board of Trustees shall adopt bylaws for the operation of the Board and the Center consistent with state law and this agreement. Except as otherwise specified in this Agreement, the community mental health and mental retardation center and the Board of Trustees shall exist as a separate body politic, agency of the state and unit of the government; autonomous and independent of either the County, the City, and the Hospital District pursuant to Texas Health & Safety Code § 534.001(c).

### IV. Budget and Funding

The County, the City and the Hospital District shall make contributions, which have an ascertainable market value, to the community mental health and mental retardation center in accordance with and during their respective fiscal years, and in accordance with their accounting procedures and this agreement. Each sponsoring agency shall contribute an amount equal to one sixth (1/6) of the local match required to be collected by the community mental health and mental retardation center by the State of Texas, but in no event shall the contribution of each sponsoring agency exceed the value of \$100,000. Each agency may contribute land, buildings facilities other real and personal property, personnel, and funds to administer the community center's programs and services in satisfaction of this Agreement. During fiscal year 2001, contracts for services may account for no more than 90% of the total contribution required

under this contract. During every fiscal year thereafter under this contract, contracts for services may satisfy up to and no more than 60% of the total contribution required under this contract.

**V.**  
**Independent Audit**

The Board shall enlist an independent certified public accountant to perform an annual audit and prepare certified financial statements that shall be presented to the Board and the sponsoring agencies. The fiscal year for the Center shall be from October 1 through September 30.

**VI.**  
**Period of Contract**

This agreement shall become effective when signed by all parties and shall continue in effect until dissolved and terminated by any of the parties. A party wishing to effectuate a termination of its participation under this contract must give 90 days written notice to the other parties and the Texas Department of Mental Health and Mental Retardation. On the effective date of the termination, that party's appointees to the Board of Trustees shall be removed from the Board. The remaining two parties may continue operation of this agreement until such time as this agreement is amended by both parties, or finally terminated by one of the remaining parties by giving 90 days notice to the other party and the Texas Department of Mental Health and Mental Retardation. In no event shall the Board of Trustees consist of less than five (5) members.

**VII**  
**Compliance with Law**

The community mental health and mental retardation center shall comply with all applicable rules and regulations of the Texas Department of Mental Health and Mental Retardation, federal and state statutes, and the ordinances of the City of El Paso.

**VIII.**  
**Records and Reports**

The community mental health and mental retardation center shall furnish the sponsoring agencies records or reports of the community mental health and mental retardation center relating to its operation on a quarterly basis.

The community mental health and mental retardation center shall furnish to the sponsoring agencies after the first year of operation under this contract and every year thereafter a report analyzing the effectiveness of joint administration of mental health services and mental retardation services under one community center as created pursuant to this agreement. If a need is shown to separate the joint administration of these services, the sponsoring agencies may jointly consider separating the mental health and mental retardation services.

The County, the City and the Hospital District shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records of the community mental health and mental retardation center during normal business hours and in a reasonable manner.

**IX.**  
**Visits**

Representatives from the sponsoring agencies may visit any of the community mental health and mental retardation center's facilities at any time.

**X**  
**No Employer-Employee Relationship Created**

Nothing contained herein shall be construed as creating the relationship of employer and employee between the County, the City, the Hospital District and the community mental health and mental retardation center, its agents, servants or employees.

**XI.**  
**Law Governing Contract –Venue**

For the purpose of determining place of contract and the law governing same, this contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for any cause of action related to this contract shall be in El Paso County, State of Texas.

**XII.**  
**Severability Clause**

If any word, phrase, clause, paragraph, sentence, part or provision of this agreement or the application thereof to any person or circumstance shall be held to be invalid or unconstitutional, the remainder of the agreement shall nevertheless be valid.

**XIII.**  
**Entire Agreement**

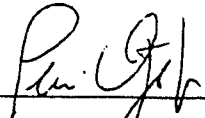
This contract constitutes and expresses the entire agreement between the parties; it supersedes any prior agreement relating to the creation of mental health-mental retardation center, and shall not be amended or modified except by written instrument signed by all parties.

IN WITNESS WHEREOF, the County of El Paso, the City of El Paso, the El Paso County Hospital District, and the community mental health and mental retardation center have executed this contract as of the date first above written.

---

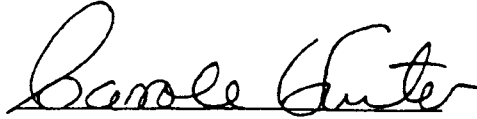
Signed this 27<sup>th</sup> day of March, 2001.

**THE CITY OF EL PASO**



Hon. Carlos M. Ramirez, P.E.  
Mayor ~~pro TEM~~ **PRESIDENT ORTEGA, JR.**

**ATTEST:**



Carole Hunter  
City Clerk

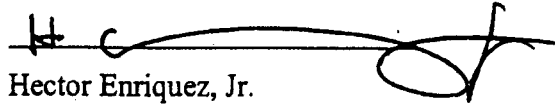
**THE COUNTY OF EL PASO**



Hon. Dolores Briones  
County Judge


1/22/01


**ATTEST:**



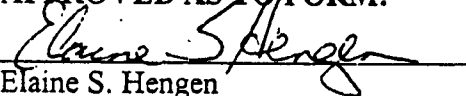
Hector Enriquez, Jr.  
County Clerk

**EL PASO COUNTY HOSPITAL DISTRICT**

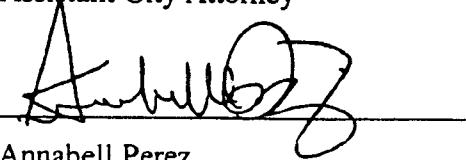


Norman Snyder Snider   
President, Board of Managers

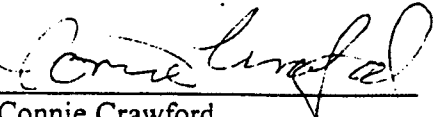
**APPROVED AS TO FORM:**



Elaine S. Hengen  
Assistant City Attorney



Annabell Perez  
Assistant County Attorney



Connie Crawford  
Assistant County Attorney

STATE OF TEXAS           )  
                                      )  
COUNTY OF EL PASO       )

**AMENDMENT TO THE  
INTERLOCAL AGREEMENT**

THAT, this Amendment to the Interlocal Agreement is entered into by and between the CITY OF EL PASO, hereinafter referred to as "City," the COUNTY OF EL PASO, hereinafter referred to as "County," and the EL PASO COUNTY HOSPITAL DISTRICT, hereinafter referred to as "Hospital District."

WHEREAS, on or about March 27, 2001, the parties entered into an Interlocal Agreement relating to the establishment of a community mental health and mental retardation center; and

WHEREAS, the parties desire to expand and simplify the procedure for the re-appointment of a member of the Board of Trustees and to provide for a short hold-over provision, as allowing for such streamlined procedures and the creation of a hold-over period is in the best interests of the efficient operation of the Board of Trustees of the community mental health and mental retardation center.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree and covenant as follows:

**WITNESSETH:**

1. That the first paragraph of Section II is hereby amended to read as follows:

The community mental health and mental retardation center shall be administered by a Board of Trustees. The Board of Trustees, hereinafter "the Board" shall consist of nine (9) persons appointed by the County, the City, and the Hospital District, from qualified voters of

El Paso county. Each entity will be entitled to three appointments to the nine-member boards. Each trustee position shall ultimately be for a two year term. The terms shall be staggered so that complete turnover on the Board of Trustees does not occur. Each trustee's term will begin on January 1 of the year of appointment and end on December 31<sup>st</sup> of the year the term ends. When the term of office expires, a trustee shall continue to serve until his successor is appointed or until thirty days have passed following the expiration of the term, whichever event occurs first.

2. That Paragraph II C 5 is hereby amended to read as follows:

No trustee can serve more than three (3) consecutive two year terms. A vacancy on the Board of Trustees is filled by appointment for the remainder of the unexpired term. It is understood that if an individual is appointed to fill a vacancy in an unexpired term, the person could be re-appointed to serve three (3) full terms in addition to the period of the unexpired term. A sponsoring agency may reappoint an eligible trustee for a new term without the necessity of following the formal application and selection procedure set forth in this agreement.

3. That except as hereby amended, the Interlocal Agreement dated March 27, 2001 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment to the Interlocal Agreement in the City of El Paso as of the last date written below.

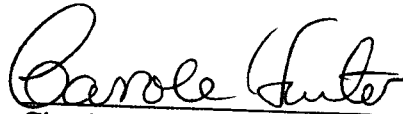
**CITY OF EL PASO**

Date: February 26, 2002.

ATTEST:



Mayor



City Clerk

**COUNTY OF EL PASO**

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Hon. Dolores Briones  
County Judge

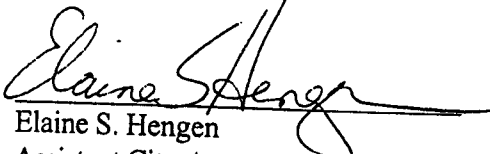
\_\_\_\_\_  
Hector Enriquez, Jr.  
County Clerk

**EL PASO COUNTY HOSPITAL DISTRICT**

Date: \_\_\_\_\_

\_\_\_\_\_  
Norman Snider  
President, Board of Managers

APPROVED AS TO FORM:



Elaine S. Hengen  
Assistant City Attorney

\_\_\_\_\_  
Annabell Perez  
Assistant County Attorney

\_\_\_\_\_  
Connie Crawford  
Assistant County Attorney