

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

DEPARTMENT: Department of Public Health – Health Education and Promotion

AGENDA DATE: CCA 08/18/09

CONTACT PERSON/PHONE: Sue Beatty, 771-5853

DISTRICT(S) AFFECTED: All

SUBJECT:

That the City Manager be authorized to sign a First Amendment to Interlocal Governmental Agreement between the City of El Paso ("City") and New Mexico State University ("NMSU") whereby the City shall pay an amount not to exceed THIRTY NINE FIVE HUNDRED TWENTY TWO AND 55/100 DOLLARS (\$39,522.55) to NMSU staff to provide evaluation services for the City's "CHOICES Two Should Know" program, which services shall end on December 31, 2009.

BACKGROUND / DISCUSSION:

The CITY approved an Interlocal Governmental Agreement ("Agreement") on January 27, 2009, so that the City could retain the professional services of certain NMSU staff to evaluate the City's CHOICES Two Should Know program through October 31, 2009. Additional funding has been acquired which will allow the Agreement to be extended until December 31, 2009. The parties involved would like to change the compensation amount in order to reflect the extended work period.

PRIOR COUNCIL ACTION:

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

AMOUNT AND SOURCE OF FUNDING:

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____

(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

RESOLUTION

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

THAT the City Manager be authorized to sign a First Amendment to Interlocal Governmental Agreement between the City of El Paso ("City") and New Mexico State University ("NMSU") whereby the City shall pay an amount not to exceed THIRTY NINE FIVE HUNDRED TWENTY TWO AND 55/100 DOLLARS (\$39,522.55) to NMSU for NMSU staff to provide evaluation services for the City's "CHOICES Two Should Know" program, which services shall end on December 31, 2009.

ADOPTED this _____ day of _____, 2009.

CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Josette Flores
Assistant City Attorney

Michael Hill, Director
Department of Health

STATE OF TEXAS §
 §
 § **FIRST AMENDMENT TO**
 § **INTERLOCAL GOVERNMENTAL AGREEMENT**
COUNTY OF EL PASO §

This First Amendment to Interlocal Governmental Agreement (the “Amendment”) entered into on the ___ day of _____, 2009, by and between the City of El Paso, Texas, a municipal corporation (hereinafter “CITY”) and the Regents of New Mexico State University (hereinafter “NMSU”).

WITNESSETH:

WHEREAS, the CITY approved an Interlocal Governmental Agreement (“Agreement”) on January 27, 2009, so that the City could retain the professional services of certain NMSU staff to evaluate the City’s CHOICES Two Should Know program through October 31, 2009; and

WHEREAS, the City has acquired funding that will allow the Agreement to be extended until December 31, 2009; and

WHEREAS, the parties would like to change the compensation amount in order to reflect the extended work period; and

WHEREAS, the parties now desire to amend the January 27, 2009, Agreement through this First Amendment to Interlocal Governmental Agreement.

NOW, THEREFORE, for other good and valuable consideration, the CITY and NMSU agree that this First Amendment to Interlocal Governmental Agreement be amended as follows:

1. That Article 1, Section 1.3 shall be and are hereby amended and replaced in its entirety by the following:

NMSU shall manage all data collected for the CHOICES program, including pre, post, and 3 month follow up assessments for the CHOICES school curriculum, and assessments for the parental and contraceptive components of said program. NMSU shall also store all consent and assent forms for the program. NMSU will provide mid-year and annual reports. Mid year reports shall include statistical analysis of survey data, along with tables and graphics, and a progress summary. The yearly report will include an executive summary, introduction (background, descriptions of the programs including activities, goals, and objectives), methodology (administrative issues associated with sampling, research methodology, intended plan), research design and data analysis, summaries of outcomes for each of the program components (with tables and graphs), and implications for program change and future research. **The mid-year report is due on May 20, 2009. The annual report is due December 31, 2009.**

2. That the first paragraph of Article II shall be and is hereby amended and replaced in its entirety by the following:

The CITY will pay NMSU in monthly installments within 30 days of receipt of a monthly statement from NMSU during the term of this Contract. Payment shall be on a cost reimbursement basis. Total compensation to NMSU for actual costs for services rendered pursuant to this Contract shall not exceed THIRTY NINE THOUSAND FIVE HUNDRED TWENTY-TWO and 55/100 DOLLARS (\$39,522.55).

3. That the first paragraph of Article V shall be and is hereby amended and replaced in its entirety by the following:

This Contract shall become effective January 1, 2009 and continue in full force until December 31, 2009, subject to any limitations set forth herein. Either party may terminate this Contract by giving the other party thirty (30) days written notice.

4. Except as herein amended, the Interlocal Governmental Agreement and its subsequent amendments shall remain in full force and affect.

WITNESS THE FOLLOWING SIGNATURE AND SEAL on the day and year first written above.

CITY OF EL PASO

Joyce A. Wilson
City Manager

THE REGENTS OF NEW MEXICO
STATE UNIVERSITY

Neta Fernandez, Director
Office of Grants and Contracts

APPROVED AS TO FORM:

Josette Flores
Assistant City Attorney

APPROVED AS CONTENT:

Michael Hill, Director
Department of Public Health