

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

DEPARTMENT: Environmental Services

AGENDA DATE: September 26, 2013

CONTACT PERSON NAME AND PHONE NUMBER:
Ellen Smyth, Director, (915) 621-6719

DISTRICT(S) AFFECTED: County of El Paso

SUBJECT:

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and the Village of Vinton, Texas for the provision of public health by the City of El Paso, for the period October 1, 2013 through October 31, 2013;

BACKGROUND / DISCUSSION:

The scope of services will provide mosquito control services , but not limited to, collecting and identifying mosquito species, larviciding, adulticiding, providing enforcement of violations that create mosquito harborage as appropriate, tracking of vector-borne disease, and educating the public regarding disease prevention strategies..

Village of Vinton will pay the City of El Paso \$3,833.00

PRIOR COUNCIL ACTION:
September 2010

AMOUNT AND SOURCE OF FUNDING:

\$3100-34060-460250

BOARD / COMMISSION ACTION:

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

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 Village of Vinton, for the period of October 1, 2013 through October 31, 2013, for the provision of vector control services by the City of El Paso for the Village of Vinton.

Dated this _____ day of _____ 2013.

CITY OF EL PASO

Oscar Leecer
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:

Ellen A. Smyth, P.E.
Department of Environmental Services

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into on the last listed approved date below between the CITY OF EL PASO, TEXAS (“City of El Paso”) and the VILLAGE OF VINTON, TEXAS (“Village of Vinton”) by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the City of El Paso and Village of Vinton are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the Village of Vinton recently declared a local disaster due to flooding from recent heavy rains, and on September 23, 2013, the County Judge of the County of El Paso, Texas declared El Paso County a disaster for the same reason; and

WHEREAS, this Agreement for interlocal cooperation for the City of El Paso to provide vector control services to the Village of Vinton as a result of the flooding is necessary for the mutual advancement of the public health and general welfare of the citizens of all jurisdictions concerned; and

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, the Village of Vinton and the City of El Paso mutually agree as follows:

1. **SCOPE OF SERVICES.** The City of El Paso shall perform the following public health/environmental services by and through its Department of Environmental Services under the terms and conditions hereinafter stated, and the Village of Vinton hereby accepts and agrees to the following terms and conditions:

- 1.1 The City of El Paso will provide mosquito control services, including but not limited to, collecting and identifying mosquito species, larviciding, adulticiding, and tracking of vector-borne disease. Services will be provided in a manner and at a frequency that is consistent with standard public health practices.
- 1.2 The City of El Paso will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate by the City of El Paso, and shall require all such personnel to

maintain all required licenses and certifications in accordance with State and Federal laws.

- 1.3 Nothing within the terms of this Agreement shall require the City of El Paso to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.
- 1.4 The City of El Paso agrees that it will keep accurate records of all services provided to the Village of Vinton pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to Village of Vinton officials, as requested.
- 1.5 It is understood and agreed to between the parties that any portion of this Agreement providing for the delivery of environmental services for which the Village of Vinton does not grant legal authority shall be null and void and of no force and effect, and the City of El Paso shall not be obligated to provide those services.

2. **LOCATION OF PERFORMANCE.** The place where such services are to be performed is in the Village of Vinton, Texas, and any extraterritorial jurisdiction thereof where the City of El Paso may lawfully provide vector control services as delegated and authorized under this Interlocal Agreement (jurisdictional areas of the Village of Vinton).

3. **TIMES OF PERFORMANCE.** The City of El Paso shall commence the provision of its services on the 1st day of October, 2013, and shall terminate on the 31st day of October, 2013, regardless of the date of execution of this Agreement.

- 3.1 In the event of a public health or environmental emergency, such as, but not limited to, a disaster declaration of the Village of Vinton, requiring, as a result of the emergency, vector control services from the City of El Paso after October 31, 2013, and prior to the signing of a subsequent Interlocal for vector control or general environmental services between the parties to this Agreement, the required vector control services shall be provided by the City of El Paso to the Village of Vinton for an additional month at the rate described in the present Agreement, and the Village of Vinton shall pay for said services at said rate within thirty (30) days of receipt of an invoice from the City of El Paso for said services.

4. **COMPENSATION.**

4.1 The Village of Vinton agrees to pay the amount not to exceed THREE THOUSAND EIGHT HUNDRED THIRTY-THREE DOLLARS AND NO/100 (\$3,833.00) for services rendered in accordance with this Agreement. Payments shall be made within ten (10) days after the date that the Village of Vinton signs this Agreement.

5. **PAYMENTS PURSUANT TO THIS AGREEMENT.** Payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Comptroller, P.O. Box 1890, El Paso, TX 79950-1890. In the event that the Village of Vinton accrues an arrearage on payment, the City of El Paso Comptroller or any collection agency retained by the City to collect delinquent accounts may add a collection fee of 21% to the account receivable if owing to the City for more than 60 days, pursuant to the El Paso City Code, Ordinance 14700.

6. **LAW GOVERNING CONTRACT.** For purposes of determining the law governing the same, this Agreement 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 shall be in El Paso County, Texas.

6.1 *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 of El Paso when performing a function shall apply to such officers, agents, 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.

6.2 *Governmental Function.* The Parties expressly agree that, in all things relating to this Agreement, the City of El Paso is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City of El Paso, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

6.3 *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, THE CITY OF EL PASO WILL NOT BE LIABLE TO ANY OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF

VILLAGE OF VINTON: Village of Vinton
Attn: Mayor
463 E. Vinton Road
Vinton, Texas 79821

8. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
9. **HEADINGS.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
10. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

(Signature pages follow)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso and the Village of Vinton.

APPROVED this ____ day of _____, 2013.

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

Ellen A. Smyth, P.E., Director
Environmental Services Department

(Signatures continue on the following page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the Village of Vinton, Interlocal Agreement between the
City of El Paso and the Village of Vinton.

APPROVED this ____ day of _____, 2013.

VILLAGE OF VINTON

Madeleine Praino
Mayor

ATTEST:

APPROVED AS TO FORM:

Name Printed: _____
City Clerk

Name Printed _____
City Attorney