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

DEPARTMENT: **Public Health**

AGENDA DATE: **CCA 102312**

CONTACT PERSON NAME AND PHONE NUMBER: Bruce Parsons, 771-5702

DISTRICT(S) AFFECTED: **All**

SUBJECT:

That the City Manager be authorized to sign an agreement between the Paso del Norte Health Foundation and the City of El Paso for the City to receive a grant in the amount of $443,960, for 2012 TSK: Focus El Paso for the purpose of reducing repeat births among WIC mothers under the age of 24, with the grant period beginning on October 1, 2012 and ending on September 30, 2014.

BACKGROUND / DISCUSSION:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

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

DEPARTMENT HEAD: _____ 10/9/12

RESOLUTION

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

That the City Manager be authorized to sign an agreement between the Paso del Norte Health Foundation and the City of El Paso for the City to receive a grant in the amount of $443,960, for 2012 TSK: Focus El Paso for the purpose of reducing repeat births among WIC mothers under the age of 24, with the grant period beginning on October 1, 2012 and ending on September 30, 2014.

Dated this _____ day of _____ 2012.

CITY OF EL PASO

_____
John F. Cook, Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM

_____
Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT

_____
Bruce A. Parsons, Interim Director
Department of Public Health

PL Matter #: 11-1052-021.001; PL Doc #137475 - DPH/PDNHF – 2012 TSK: FOCUS EL PASO - RESO
Document Author: JF

Reference #: **1742**

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into on 9/20/2012 by and between Paso del Norte Health Foundation (Foundation) and City of El Paso (Grantee). The grant period begins on 10/1/2012 and ends on 9/30/2014. This agreement supersedes all other agreements either written or verbal.

Agreement:

Foundation agrees to make a grant to Grantee for 2012 TSK: FOCUS El Paso. The grant amount is for $443,960.00 payable within 15 days after receipt of signed MOA or in accordance with the following schedule:

10/4/2012	$111,677.50
5/3/2013	$111,677.50
11/7/2013	$110,302.50
5/8/2014	$110,302.50

and is subject to the following conditions.

1) Grantee agrees to perform the Program presented in Grantee's proposal received on 5/31/2012.

2) Grantee agrees to provide the Foundation with timely progress and financial reports regarding the Program in accordance with the following schedule:

4/19/2013	Progress & Financial Report
10/18/2013	Progress & Financial Report
4/18/2014	Progress & Financial Report
10/24/2014	Final & Financial Report

The grant progress and financial reports will be sent to the **Paso del Norte Health Foundation at 221 N. Kansas, Suite 1900 El Paso, Texas 79901.**

3) The Foundation reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if, in the Foundation's sole judgment, such action is necessary, by way of illustration and not limitation: (a) because the Grantee has not fully complied with the terms and conditions of this grant; (b) to protect the purposes and objectives of this grant or any charitable interest of the Foundation; (c) Grantee loses or changes its current status under IRS exempt code sections.

4) All sums not used by Grantee for the purposes of the Program remain the property of the Foundation and shall be returned to the Foundation at the end of grant period. All funds not expended for the purposes for which the grant is being made shall be returned to the Foundation unless the Foundation has agreed in writing to an extension of the grant period. The Foundation is not responsible for cost overruns.

5) Requests for all budget revisions exceeding 10% of the grant total or of the scope of the original proposal must be submitted in writing to the Foundation for approval.

6) The Foundation reserves the right to collect equipment purchased with this MOA's grant funds at any time after the conclusion of the grant period.

7) All print and promotional materials and activities developed for this Program must identify the Paso del Norte Health Foundation as the funding agency and must be coordinated with the Foundation.
8) The Foundation reserves the right at any time to review, audit, or request any or all of the grantee's financial records for up to three years after the conclusion of this grant. Grantee agrees to provide requested records to Foundation.

9) As a private foundation, we must document that our grant is expended for a charitable or educational purpose, therefore, the grantee agrees to use the funds exclusively to carry out the project described and agreed to under the terms of this Memorandum of Agreement.

10) Funds provided through this agreement must not be used to lobby, to influence the outcome of any election, or to carry on any voter registration drive. (See below for definition of lobbying).

"The Internal Revenue Service (IRS) defines which activities are legal for foundations to engage in by describing what is not legal. Most foundations may not lobby. This includes both direct lobbying – any communication with legislators that attempts to influence legislation, where specific legislation is referred to, and a view on the legislation is given – and grassroots lobbying – communications that refer to specific legislation, reflect a view on the legislation, and include a call to action which is defined as a statement directing the reader to contact their legislator."

11) Liability: As between the parties, hereto, each party will be solely responsible for liability arising from personal injury, including death, or damage to property, arising from the act or failure to act of the respective party or its officials, agents, and employees pursuant to this Agreement. The liability of the Grantee shall be subject to Grantee's sovereign immunity and the applicable limitations of the Texas Tort Claims Act, Chapter 101, Texas Civil Practice & Remedies Code, and any amendments thereto. The liability of the Foundation shall be subject to any immunities and limitations of the laws of the State of Texas, where applicable.

Governmental Function: The Grantee represents that, in all things relating to this MOA, Grantee enters into this MOA for the purpose of performing a governmental function and is performing a governmental function, as defined by the Texas Tort Claims Act. Grantee does not waive any immunity under the Texas Tort Claims Act. The Grantee further represents that every act or omission of the CITY, which in any way pertains to or arises out of this MOA, falls within the definition of governmental function.

Sovereign Immunity: Grantee reserves, and does not waive, its rights of sovereign immunity and similar rights and does not waive its rights under the Texas Tort Claims Act. No provision of this Agreement that imposes an obligation or restriction on Grantee not permitted by applicable law shall be enforceable.

12) Either party may terminate this agreement with 30 days written notice to the other party.

Agreement is accepted by signing below.

"Foundation"
Paso del Norte Health Foundation

By: Myrna J. Deckert
Myrna J. Deckert, President/CEO

Date: 9-24-12

"Grantee"
City of El Paso

By:_____
Joyce A. Wilson, City Manager

Date:_____