



Technology Department

19200 Cobb Avenue

Tornillo, TX 79853

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MEMORANDUM

To:

From:

Subject:

Date:

HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:

Vision: Believe we can succeed, with pride we will achieve.

Mission: The mission of the District is to educate and inspire students in a safe and supportive environment which will result in closing the achievement gap by preparing all students for college readiness and success in a global society.

STATE OF TEXAS)
)
COUNTY OF EL PASO) **Agreement Regarding Open Point
of Dispensing Immunizations or Treatment in Public
Health Emergency (Tornillo Independent School District)**

This Open Point of Dispensing agreement (Agreement) is entered into on the 1st day of, September, 2026 (Effective Date) between Tornillo Independent School District (TISD) a school district organized under the Texas Education Code, Chapter 11, and the City of El Paso (City) a home rule Texas municipality, in El Paso County, Texas.

RECITALS

WHEREAS, under the Public Health Emergency Response Hazards grant from the Texas Department of State Health Services (DSHS), the City is required to prevent, prepare for, and respond to a public health emergency that may result from natural or man-made causes; and

WHEREAS, the City’s Department of Public Health (DPH) in its dispensing and program planner functions as described in 42 U.S.C. §247d–6d., may approve the transfer of a pre-determined quantity of vaccinations and supplies to the TISD; and

WHEREAS, the City is acting under the provisions of 42 U.S.C. §247d-6d, entitled “Targeted liability protections for pandemic and epidemic products and security countermeasures”; and

WHEREAS, the DPH wishes to collaborate with TISD to enhance the ability of DPH to respond to a catastrophic biological incident or other communicable threat of epidemic proportions.

NOW THEREFORE, in consideration of the forgoing, the Parties hereto agree as follows:

I. DEFINITIONS

- a. After Action Report (AAR): a document detailing and evaluating the actions previously taken by a group as part of a goal-oriented exercise or series of exercises, in order to determine how the group can maximize the success of its operations.
- b. Emergency Event: A catastrophic biological incident or other communicable threat of epidemic proportions.
- c. Parties: When referring to both TISD and the City.
- d. Party: Either TISD or the City.
- e. POD: Point of Dispensing.

II. TISD AGREES:

- a. To allow the use of its facilities, including all rooms, fixtures, and existing equipment, subject to availability, for the Emergency Event, and the use of all utilities (gas, electric, water, and telecommunications) normally associated with a facility's use.
- b. To provide a minimum of one employee who has access to and will allow the City access to the above-mentioned facilities.
- c. To provide security and maintain order in terms of crowd control on the facility campus during the Emergency Event.
- d. To compile and file an After-Action Report (AAR) with the DPH identifying shortfalls and accomplishments within 90 days of the operation.

III. THE CITY, BY AND THROUGH ITS DPH, AGREES:

- a. To notify the TISD of a mass prophylaxis activation determination by previously established channels.
- b. To provide or arrange for all equipment, vaccine, medicine, and personnel necessary to administer any vaccine, medication, or screening and monitoring for the Emergency Event.
- c. To be responsible for the disposal of medical waste and for the cleaning of surfaces used by the City at a TISD facility following said facility's use for the Emergency Event.
- d. The local health authority will provide written assurance of a TISD facility's safety for use by the TISD after the Emergency Event has ended.
- e. This Agreement does not obligate the City to purchase any items, hire additional personnel, or to pay the TISD for the services described in this Agreement.
- f. The Parties to this Agreement shall not exchange between each other goods or services for monetary remuneration.
- g. The City, as applicable, shall comply at its sole expense with the requirements of §22.0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, the TISD Board Policies and other policies and requirements of such statute and rule(s), and will ensure that no covered person with a disqualifying criminal history performs services under this Agreement.

IV. IT IS MUTUALLY AGREED THAT:

- a. It is understood that the TISD participation is completely voluntary. The TISD may not be available to participate as an Open POD during an Emergency Event. Alternatively, the City may choose to not utilize the TISD facilities as an Open POD during an Emergency Event. If the TISD facilities are unavailable or if the City chooses to not utilize said facilities as an Open POD during an Emergency Event, the facilities would not be considered an Open POD. If the TISD facilities are not considered an Open POD by the City, then the TISD employees and employees' family will be required to attend another public/open POD operated by the DPH and not be treated as or considered to be an Open POD, despite the existence of this Agreement.

V. TERM AND TERMINATION

This Agreement will remain in effect for a five-year period, to begin on the date first appearing above, the Effective Date. This Agreement may be terminated with a 30-day written notice provided by the terminating Party to the other Party at the address provided below.

VI. HIPAA

The Parties agree to maintain and secure the confidentiality of each patient's protected health information as mandated by the Health Insurance Portability and Accountability Act (HIPAA).

VII. GENERAL

- a. This Agreement will not supersede any laws, rules, or policies of either Party.
- b. **Independent Contractors.** The Parties hereto are each independent contractors. No partnership, joint venture, or joint enterprise is intended to be created by this Agreement, nor any principal, agent, or employer/employee relationship. Neither Party has, and neither Party shall attempt to assert, the authority to make commitments for or to bind the other Party to any obligation.
- b. **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party, and such consent will not be unreasonably withheld. Any attempt to assign this Agreement without the consent of the other Party shall be considered an event of default and may be grounds to terminate the Agreement. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a Party; provided however, the assigning Party will provide notice of such transaction to the other Party and remain fully responsible for compliance with all of the terms of this Agreement.
- c. **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent

to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party.

CITY: City of El Paso
Attention: City Manager
P.O. Box 1890
El Paso, Texas 79950-1890
Telephone: 915-212-0033
Fax: 915-212-0034

COPY TO: City of El Paso Department of Public Health
Attention: Director
9566 Railroad Drive
El Paso, Texas 79924
Telephone: 915-212-6502
Fax: 915-212-0167

TISD: Tornillo Independent School District
Attention: Superintendent
300 Oil Mill Rd.
Tornillo, Texas 79853
Telephone: 915-765-3500

COPY TO: General Counsel for TISD

- d. **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.
- e. **Governing Law, Jurisdiction, Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflict of laws. Venue shall be located in El Paso County, Texas.
- f. **Compliance with Laws.** The Parties acknowledge that each is subject to applicable federal and state laws and regulations, and policies and requirements of various accrediting organizations. Accordingly, each Party will enforce compliance with all applicable laws, regulations, and requirements and will make available such information and records as may be reasonably requested in writing by the other Party to facilitate its compliance, except for records that are confidential and privileged by law.
- g. **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

- h. **Entire Contract; Counterparts.** This Agreement constitutes the entire contract between the City and the TISD regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties.

IN WITNESS WHEREOF, this Agreement has been executed by an authorized representative of each Party.

(Signature pages follow)

Signature page for City of El Paso

APPROVED this _____ day of _____, 2026.

THE CITY OF EL PASO:

Dionne Mack
City Manager

APPROVED AS TO FORM:



Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

Veerinder Taneja, Director
Department of Public Health

[ORGANIZATION'S SIGNATURE ON FOLLOWING PAGE]

Signature page for Tornillo Independent School District

APPROVED this _____ day of _____, 2026.

ORGANIZATION:

Tornillo Independent School District

Printed Name: _____

Title: _____