



Technology Department

19200 Cobb Avenue

Tornillo, TX 79853

Phone 915.765.3035

Fax 915.765.3099

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

This Closed to Open (Closed/Open) Point of Dispensing agreement (Agreement) is entered into on this the 10th day of October , 2025 between the Tornillo Independent School District (TISD) and the city of El Paso (City), 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 the TISD to enhance the ability of DPH and TISD 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 the TISD and the City.
- d. Party: Either the 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, during the period of the Emergency Event, that the City regards as necessary for on-site use, 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 in or around the facility campus during the Emergency Event.
- d. To request vaccines or prophylactic treatment according to the number of individuals to be vaccinated (employees, number of employee's immediate family members, contractors, patients, etc.).
- e. To assume responsibility of administering the vaccine (mass prophylaxis) to those individuals identified above by the TISD's trained staff at the site chosen by the TISD and with no liability assumed by the DPH during Emergency Event.
- f. To provide regular updates (daily or as per operational period) to the DPH in regards to dispensing population, vaccination logistics and operations.
- g. To train and educate all of the TISD's staff that will be utilized in administering operations on TISD's protocols and procedures.
- h. To retrieve vaccines at the site chosen by the DPH and to provide security for said medication during transport.
- i. To not charge any individuals for the administration of a vaccine provided through this Agreement.
- j. To provide emergency point of contact information to ensure timely notification of any events that may impact the operations.
- k. To compile and file an 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, within a reasonable time, 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 TISD after the Emergency Event has ended.
- e. To provide specific training/education opportunities to the TISD's staff on how to properly develop and implement a mass prophylaxis dispensing plan, supply list, POD layouts, factsheets, and additional logistical and medical guidance or documents during POD operations.
- f. To provide a set amount of vaccines or prophylactic treatment based on the TISD's designated population and will coordinate with the TISD for the pick-up, return, monitoring, and reporting of such material during Emergency Event.
- g. To provide pre-public health event/emergency planning and technical assistance, including training exercises regarding how to properly develop and implement City's mass prophylaxis dispensing plan, supply lists, POD layouts, factsheets, dispensing algorithms, registration forms, etc.
- h. To provide training on inventory management to staff designated by the TISD.
- i. To provide technical assistance and consultation on AAR to TISD immediately after implementation of mass prophylaxis dispensing plan to determine what did or did not work and how to improve said plan, to the extent that said technical assistance and consultation is available.
- j. This Agreement does not obligate the City to purchase any items, hire additional personnel, or to pay TISD for the services described in this Agreement.
- k. The Parties to this Agreement shall not exchange between each other goods or services for monetary remuneration.
- l. 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, 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. After accomplishing the development of a mass prophylaxis dispensing plan and after being successfully trained by the City on said plan implementation, the TISD facility

will be considered a Closed POD, which is defined as an entity that does not dispense medications to the “general public” but only to the City and TISD’s employees and employees’ immediate family members. Thereafter, the TISD facility will be an Open POD, during which time it will dispense medications to the general public.

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

V. Term and Termination

This Agreement will remain in effect for a two-year period, to begin on the date first appearing above (Effective Date), with the possibility to renew for an additional two-year term with written notice to the other Party 60 days prior to expiration of the original term. 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. **No Indemnification.** The Parties expressly agree that neither Party shall have the right to seek indemnification or contribution from any other Party for any loses, costs, expenses, or damages directly or indirectly arising, in whole or in part, from this Agreement.
- c. **Independent Contractors.** The Parties hereto are each an independent contractor. 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.
- c. **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.

- d. **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
5115 El Paso Drive
El Paso, Texas 79905-2818
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

- e. **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.
- f. **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.

- g. **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.
- h. **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.
- i. **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)

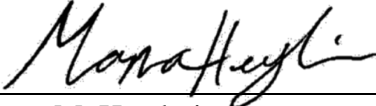
Signature page for City of El Paso

APPROVED this _____ day of _____, 2024.

THE CITY OF EL PASO:

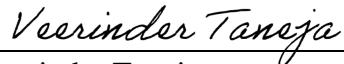
Dionne Mack
City Manager

APPROVED AS TO FORM:



Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:



Dr. Veerinder Taneja
Director, Department of Public Health

[ORGANIZATION'S SIGNATURE ON FOLLOWING PAGE]

Signature page for Tornillo Independent School District

APPROVED this _____ day of _____, 2024.

ORGANIZATION:

Tornillo Independent School District

Printed Name: _____

Title: _____

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

This Agreement (“Agreement”) is entered into between the Tornillo Independent School District (“TISD”), and the City of El Paso (“City”) a home rule Texas municipality. TISD is an independent school district organized under the Texas Education Code, Chapter 11.

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

WHEREAS, during such an emergency, it may be necessary to immunize or treat all or large numbers of people in the area served by the City and TISD; and

WHEREAS, prior public health experience with mass immunizations has shown that schools are well suited to this activity due to their location within the community and the facilities available to school districts; and

WHEREAS, it would benefit the residents of El Paso, Tornillo, and the surrounding region for TISD to serve as an open point of dispensing immunizations or treatment in a public health emergency.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions expressed hereinafter, be it known that the City and TISD hereby enter into this Agreement as follows:

I. PURPOSE

To assist in effectively responding to declarations by the Texas Department of State Health Services or the local health authority that large scale immunization or treatment is necessary as a control measure for an outbreak of communicable disease (“Emergency Event”), TISD agrees to provide staffing (if available) and access to its facilities to the City as necessary to immunize or treat members of the public in response to a public health emergency. The City and TISD agree to the terms, conditions, and responsibilities expressed in this Agreement.

II. OBLIGATIONS OF THE CITY

1. The City will supply or arrange for all equipment, vaccine, medicine, and personnel necessary to administer any vaccine or medication for the Emergency Event.
2. The City will supply or arrange for all equipment and personnel necessary for staffing, security for City staff and medical equipment and supplies, and vehicular traffic control for the Emergency Event, except as described in Section III.
3. The City will be responsible for 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.

The local health authority will provide written assurance of a TISD facility's safety for use by TISD after the Emergency Event has ended.

4. Nothing within the terms of this Agreement shall require the City to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.

III. OBLIGATIONS OF SISD

1. TISD is responsible for allowing the use of its facilities, 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.
2. TISD is responsible for providing use of all rooms, fixtures, and equipment existing at a facility that the City regards as necessary for on-site use during the period of the Emergency Event.
3. TISD will provide a minimum of one employee who has access to and will allow the City access to the rooms, fixtures, and equipment described above on-site during the period of the Emergency Event.
4. TISD will provide security and maintain order in terms of crowd control on the facility campus during the Emergency Event.

IV. NO INDEMNIFICATION

The parties expressly agree that neither party shall have the right to seek indemnification or contribution from any other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or in part, from this Agreement.

V. CONSIDERATION

The parties agree that on the part of TISD, the use of TISD facilities and provision of TISD employees, and on the part of the City, the use of City equipment, vaccines, medicine and provision of City employees, constitute sufficiently equivalent non-monetary consideration for this Agreement.

VI. TERM

This Agreement shall be in effect from the date that it is signed by both parties and shall remain in place for a period of five (5) years unless terminated earlier by the parties in accordance with Section VII to this Agreement.

VII. TERMINATION & NOTICE

This Agreement may be terminated by either party after thirty (30) days written notice to the other party, via certified mail, return receipt requested. All other notices, communications, and reports under this Agreement shall be either hand delivered, faxed or mailed, postage prepaid in the United States Postal Service, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing:

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

COPY TO: City of El Paso Department of Public Health
Director
5115 El Paso Drive
El Paso, Texas 79905-2818
Telephone: 915-212-6502
Fax: 915-212-0167

TISD Tornillo Independent School District
ATTN: _____

_____, Texas, _____
Telephone: _____
Fax: _____

VIII. MISCELLANEOUS PROVISIONS

8.1 **Jurisdiction and Venue.** This Agreement is entered into in the City and County of El Paso, Texas, and shall be governed and construed under the laws of Texas. Venue shall be in El Paso County, Texas.

8.2 **No Waiver.** Failure by either party on one or more occasions to exercise one or more of its rights hereunder shall not be construed as a waiver of such right or rights and the rights granted hereunder are in addition to those available under law and equity.

8.3 **Severability.** All agreements, covenants, or provisions contained herein are severable, and in the event any of them shall be held to be invalid by any court of competent jurisdiction, this shall be interpreted as though such invalid agreement, covenant, or provision were not contained herein.

8.4 **Captions.** The captions of the various sections of this Agreement are for convenience of reference only and shall not alter the terms and conditions of this Agreement.

8.5 **Assignment.** The parties may not assign the obligations or rights under this Agreement to any person or entity without the prior written consent of the other party. Any attempt to assign this Agreement without the consent of the City shall be considered an event of default and may be grounds to terminate the Agreement.

8.6 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.

8.7 Current revenues. Any financial obligations by either party hereunder shall be paid solely from current revenues available to that respective party.

8.8 Amendment. No amendment or modification to this Agreement or any provision of this Agreement shall be effective unless in writing of equal dignity hereto.

8.9 Other. No provision in this Agreement that purports to impose an obligation or restriction not permitted by applicable law shall be enforceable.

8.10 Governmental Function. The parties expressly agree that, in all things relating to this Agreement, the City and EPISD are performing governmental functions, as defined by the Texas Tort Claims Act. The parties further expressly agree that every act or omission of the City or of EPISD that, in any way, pertains to or arises out of this Agreement falls within the definition of a governmental function.

8.11 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.

IX. HIPAA

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

X. MERGER CLAUSE

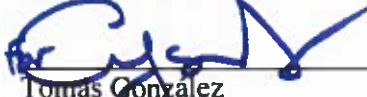
This Agreement reflects the final, complete, and exclusive understandings of the parties hereto, and may not be waived, altered, or modified except by written agreement of the parties.

(Signature pages follow.)

**Signature page for the City of El Paso, Agreement Regarding Open Point of Dispensing
between City of El Paso and School District.**

APPROVED on this the 9th day of October, 2020.

CITY OF EL PASO




Tomas Gonzalez
City Manager

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Angela Mora, Interim Director
Department of Public Health, Director

**Signature page for School District, Agreement Regarding Open Point of Dispensing
between City of El Paso and School District.**

APPROVED on this the 30th day of September, 2020



Tornillo Independent School District



Printed Name: Rosa Vega-Barrio
Title: Superintendent