



Fabens ISD

Special Meeting

Wednesday, September 30, 2020 6:00 PM

**All students of Fabens Independent School District will
be successful, life-long, global learners.**

Agenda of Special Meeting

The Board of Trustees Fabens ISD

A Special Meeting of the Board of Trustees of Fabens ISD will be held September 30, 2020, beginning at 6:00 PM in the Central Office, Board Room, 821 NE G Avenue, Fabens, TX 79838.

Due to health and safety concerns related to the COVID-19 Coronavirus, this meeting will be conducted by video conference or telephone call. At least a quorum of the Board will be participating by video conference or telephone call in accordance with the provisions of Sections 551.125 or 551.127 of the Texas Government Code that have been suspended by the Order of the Governor.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice.

1. **Call to Order, Roll Call and Pledge of Allegiance** 3
2. **Communication and Visitors** 4
 - A. To Submit Questions or Comments - please email:
boardmeeting@fabensisd.net
 - B. Please click the link below to join the webinar:
https://www.youtube.com/channel/UC-x1AKVIN4MC4_bHlShDLdg/videos?view_as=subscriber
or at www.fabensisd.net a link is available under the Fabens ISD Announcements Webinar ID #
3. **Board of Trustees Business** 5
 - A. Discussion and Approval of Interlocal Agreement between Fabens ISD and the City of El Paso
4. **Adjourn** 20

FABENS I.S.D.
BOARD OF TRUSTEES

Date: 09/30/2020 Presented By: Board President
Subject: Call to Order, Roll Call and Pledge of Allegiance Related Page(s) N/A

Action

BACKGROUND INFORMATION:
CALL to ORDER, ROLL CALL and
PLEDGE OF ALLEGIANCE

The September 30, 2020 Special Meeting is called to order at _____.
Let the minutes show that:

1) all members are in attendance

OR

2) _____ is (are) not in attendance.

Reason: () Illness () Family Emergency
() Out of Town () Other _____

_____(name) will lead us in the reciting of the Pledge of Allegiance

**FABENS ISD
BOARD OF TRUSTEES**

**COMMUNICATION AND VISITORS
Board Agenda Item**

TITLE	Communication & Visitors	Date Requested	09/30/2020
Requested By:	N/A	Approximate Time	Up to 15 minutes
Division Approval:	N/A	Action Needed by:	N/A
Action Requested:	N/A	Information Only:	Yes
People Participating In Presentation:	Community	Who Has Been Involved:	N/A
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	

This meeting is being conducted by audio conference in accordance with the governance authorization concerning suspension of certain open meeting law requirements for the COVID-19 disaster.

As we would at any in-person meeting, members of the public who have followed the instructions on the meeting notice for registering to speak during the public comment portion will be recognized. If the speaker submitted written comments to the email provided in advance, the comments will be read into record. If you would like to provide comment at a future meeting conducted via teleconference, please follow the instructions on the meeting notice.

**FABENS ISD
BOARD OF TRUSTEES**

**BOARD OF TRUSTEES BUSINESS
Board Agenda Item**

TITLE	Discussion and Approval of Interlocal Agreement between Fabens ISD and the City of El Paso	Date Requested	09/30/2020
Requested By:	Dr. Veronica Vijil and Elizabeth Ramirez, RN	Approximate Time	15 minutes
Division Approval:		Action Needed:	Yes
Action Requested:	The administration recommends approval of the interlocal agreement between Fabens ISD and the City of El Paso Health Department	Information Only:	No
People Participating In Presentation:	Dr. Veronica Vijil and Elizabeth Ramirez, RN	Who Has Been Involved:	Dr. Vijil, Ms. Ramirez and Ms. Ruth Castillo with EP Health Dept.
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	

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

This Agreement (“Agreement”) is entered into between the Fabens Independent School District (“FISD”), and the City of El Paso (“City”) a home rule Texas municipality. FISD 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 FISD; 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, Fabens, and the surrounding region for FISD 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 FISD 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”), FISD 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 FISD 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 FISD facility following said facility’s use for the Emergency Event.

The local health authority will provide written assurance of a FISD facility's safety for use by FISD 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 FISD

1. FISD 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. FISD 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, to the extent use of a FISD facility does not interfere with FISD's necessary use of such rooms, fixtures, and equipment. City shall be responsible for repair (or replacement if irreparable) of any FISD rooms, fixtures, or equipment damaged by City employees or contractors in connection with City's use thereof.
3. FISD 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. FISD 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 FISD, the use of FISD facilities and provision of FISD 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
FISD	Fabens Independent School District ATTN: Veronica Vijil, Superintendent 821 NE G Avenue – P O Box 697 Fabens, Texas 79838 Telephone: (915) 765-2600 Fax: (915) 764-3115

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 FISC 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 FISC 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 _____ day of _____, 2020.

CITY OF EL PASO

Tomás González
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 _____ day of _____, 2020

Fabens Independent School District

Printed Name Veronica Vijil, Ed. D.

Title Superintendent

Orlando Flores, Board President

Sylvia Gonzales, Board Secretary

STATE OF TEXAS)
)
COUNTY OF EL PASO) **Agreement Regarding**
) **Mass Prophylaxis Dispensing -**
) **Closed Point of Dispensing**
) **(Fabens Independent School District)**

This Agreement ("Agreement") is entered into between the City of El Paso ("City"), a home rule Texas municipality, and the Fabens Independent School District ("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

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 the schools; and

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions expressed hereinafter, be it known that the City and School District of the foregoing, the parties hereto agree 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, School District agrees to provide assistance to the City by making personnel and facilities available for the immunization or treatment of their staff and families.

II. OBLIGATIONS OF SCHOOL DISTRICT

School District accepts the following obligations:

- a. To request vaccines according to the number of individuals to be vaccinated (employees, number of employee's immediate family members, contractors, etc.).
- b. To assume responsibility for administering the vaccine (mass prophylaxis) to those individuals identified above by the School District's trained staff at the site chosen by the School District and with no liability assumed by the City, to the extent use of a FISD facility does not interfere with FISD's necessary use of such rooms, fixtures, and equipment. City shall be responsible for repair (or replacement if irreparable) of any FISD rooms, fixtures, or equipment damaged by City employees or contractors in connection with City's use thereof.

- c. To utilize pharmaceuticals in accordance with the policies and procedures outlined in the School District's own Mass Prophylaxis Prevention Plan including the number of people to receive prophylaxis (employee population, number of family members, contractors, etc.) (to be provided to and kept on file with the City of El Paso's Department of Public Health).
- d. To supply or arrange for all equipment, vaccine, supplies and personnel necessary to administer any vaccine or medication for the public health event/emergency.
- e. To provide a designee with the authority to receive vaccinations from the City of El Paso Department of Public Health.
- f. To provide regular updates to the City of El Paso Department of Public Health in regard to dispensing population, vaccination logistics and operations.
- g. To train and educate all of the School District's staff that will be utilized in administering operations on School District's protocols and procedures.
- h. To retrieve vaccines at the site chosen by the City and to provide security for said medication during transport.
- i. To not charge any individuals for the administration of the vaccine provided through this Agreement.
- j. To provide an emergency point of contact information to ensure timely notification of any events that may impact the operations.
- k. To secure any unused vaccines and dispensing documentation until the time that a designee for the School District can receive and return to the City of El Paso Department of Public Health.
- l. To compile and file an After Action Report (ARR) with the City of El Paso Department of Public Health identifying shortfalls and accomplishments of the operation.

III. OBLIGATIONS OF THE CITY

City accepts the following obligations:

- a. To notify the School District of a mass prophylaxis activation determination by previously established channels.
- b. To provide mass prophylaxis dispensing specific training/education opportunities to School District's staff that School District has identified for such activity.
- c. To provide pre-public health event/emergency planning and technical assistance, including training exercises regarding how to properly develop and implement School District's mass prophylaxis dispensing plan, supply lists, POD layouts, fact sheets, dispensing algorithms, etc.

- d. To ensure readiness of medication for pick up by School District.
- e. To provide training on inventory management to staff designated by School District.
- f. To provide School District with the medical protocols regarding dispensing activities including but not limited to, dosing, follow-up procedures and releasable information regarding the public health event /emergency.
- g. To provide School District with consultation and assistance as needed and available for the given public health event/emergency.
- h. To make arrangements for the receipt of any unused vaccines/ medication as well as copies of dispensing documentation from School District after termination of the public health event/emergency.
- i. To provide technical assistance and consultation (After Action Report) to School District immediately after implementation of School District's 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. Compensation and Consideration. This Agreement does not obligate the City to purchase any items or to pay School District for the services described in this Agreement. The parties to this Agreement shall not exchange between each other goods or services for monetary remuneration.

IV. MUTUAL AGREEMENTS

The parties mutually agree as follows:

- a. After accomplishing the development of a mass prophylaxis dispensing plan and after being successfully trained by the City on said plan implementation, School District would be considered a Closed POD, defined as an entity that does not dispense medications to the "general public" but only the School District's designated population to include employees and employees' immediate family members.
- b. School District's participation is completely voluntary. School District may not be available to participate as a Closed POD during a public health event/emergency. Alternatively, the City may choose to not utilize School District as a Closed POD during a public health event/emergency. If School District is unavailable or if the City chooses to not utilize School District as a Closed POD, School District would not be considered a Closed POD. If not considered a Closed POD by the City, then School District's employees and employees' family would be required to attend a public/open POD operated by the City of El Paso's Department of Public Health and not be treated as or considered to be a Closed POD, despite the existence of this Agreement.

V. 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.

VI. EFFECTIVE DATE, TERM, AND TERMINATION

- a. The Effective Date of this Agreement shall be the last date appearing on the signature pages at the end of the Agreement.
- b. This Agreement shall begin on the Effective Date and shall terminate two years from the Effective Date unless terminated earlier in accordance with paragraph 6 (c) below.
- c. This Agreement may be terminated by either party after thirty (30) days written notice to the other party, via certified mail, return receipt requested.

VII. NOTICES

All 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

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

SCHOOL DISTRICT

Fabens Independent School District
ATTN: Veronica Vijil, Superintendent
821 NE G Avenue – P O Box 697
Fabens, Texas 79838
Telephone: (915) 765-2600
Fax: (915) 764-3115

VIII. HIPAA

The confidentiality of each patient's protected health information will be maintained and secured as mandated by the Health Insurance Portability and Accountability Act (HIPAA).

IV. MISCELLANEOUS PROVISIONS

- a. Jurisdiction and Venue. This Agreement shall be governed and construed under the laws of Texas. Venue shall be in El Paso County, Texas.
- b. 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.
- c. 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.
- d. Independent Contractors. The parties 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.
- e. Entire Contract; Counterparts. The Agreement constitutes the entire contract between City and School District regarding the services to be provided. 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.
- f. Amendment. No amendment or modification to this Agreement or any provision of this Agreement shall be effective unless in writing and agreed to by both parties.
- g. Governmental Function. The parties expressly agree that, in all things relating to this Agreement, the City and School District 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 School District that, in any way, pertains to or arises out of this Agreement falls within the definition of a governmental function.
- h. 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.
- i. 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.
- j. Merger. This Agreement reflects the final, complete, and exclusive understanding of the

parties, 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 Mass Prophylaxis Dispensing Closed Point of Dispensing between City of El Paso and School District.

APPROVED on this the _____ day of _____, 2020

CITY OF EL PASO

Tomás González
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Roberta Brito
Assistant City Attorney

Angela Mora, Acting Director
Department of Public Health

(School District's signature page on following page.)

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

APPROVED on this the _____ day of _____, 2020

Fabens Independent School District

Printed Name: Veronica Vijil, Ed. D.

Title: Superintendent

Orlando Flores, Board President

Sylvia Gonzales, Board Secretary

**FABENS ISD
BOARD OF TRUSTEES**

Date: 09/30/2020 Presented By: Board President

Subject: Adjourn Related Page(s) N/A

Action

**BACKGROUND INFORMATION:
ADJOURN**

If there is no further business the meeting is adjourned at _____ p.m.