

STATE OF TEXAS

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**INTERLOCAL AGREEMENT BETWEEN TOWN OF ANTHONY
AND THE CITY OF EL PASO OFFICE OF CLIMATE AND
SUSTAINABILITY FOR ASSISTANCE AND COOPERATION IN
THE LEADERSHIP STEERING COMMITTEE FOR THE
REGIONAL CLIMATE INITIATIVE**

TOWN OF ANTHONY

This Interlocal Agreement (the "Agreement") is made on January 22, 2024 ("Effective Date") and is made by and between Town of Anthony (hereinafter referred to as the "Committee Member"), and the City of El Paso (hereinafter referred to as the "Lead Organization"), a Texas Municipal Corporation, duly herein and through its City Council a set of regional entities committed to the efforts of the Environmental Protection Agency (EPA) Regional Climate related program objectives. Committee Member and CITY may be referred to singularly as a "Party" or collectively as "Parties." The Parties agree to all the recitals, terms, conditions and representations contained in this Agreement. This Agreement is made pursuant to Chapter 791 of the Texas Government Code.

RECITALS

WHEREAS, The Lead Organization's implementation of the Leadership Steering Committee was established as a collaboration of organizations, cities, and townships to develop and implement plans for reducing greenhouse gas emissions and other harmful air pollution the City of El Paso; and

WHEREAS, the Committee will collaborate with the Lead Organization on Regional Climate related program initiatives by establishing an institutional framework that can articulate the requirements of such programs. One of the key success factors is the leadership and political commitment of the relevant actors of the region; and

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1
PURPOSE

1. The purpose of this Agreement is to establish an institutional framework that can articulate the requirements of Regional Climate related programs. One of key success factors is the leadership and political commitment of the relevant actors of the region, as more specifically described herein ("**Purpose**").

ARTICLE 2
TERM AND TERMINATION

2. Term. The term of this Agreement shall begin on the Effective Date and terminate **four (4)** calendar years from the Effective Date with the option to extend upon agreement by the Parties. ("**Term**").

- a. Termination.

- i. This Agreement may be terminated in whole or in part by either party upon sixty days written notice to the other party at the following addresses, or at a new address as provided in writing to the nonmoving party by a party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract:

CITY OF EL PASO: City of El Paso
 Attn: City Manager
 P.O. Box 1890
 El Paso, Texas 79950-1890

County of El Paso: Town of Anthony
 Anthony Turner, Mayor
 401 Wildcat Dr.
 Anthony, Texas 79821

- i. The Parties may mutually agree to terminate this Agreement. Parties in their sole discretion will determine if, as part of the general termination.
- ii. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Agreement, including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 - 200.342. Following termination by the Committee Member or Lead Organization shall continue to be obligated to the Committee Member for the return of grant funds in accordance with applicable provisions of this Agreement.

ARTICLE 3
PROGRAM SCOPE

3. Outcome Statement. The Parties will develop and maintain a framework that will consist of the following outcomes:
 - a. Support data gathering efforts by the selected consultants, including, but not limited to: utility, economic, demographic, and environmental data.
 - b. Support the identification of measures to reduce air pollution and GHG emissions that could be implemented in the upcoming years, including measures required under CPRG Phase II and other related projects
 - c. All projects pertaining to CPRG Phase II will need to comply with EPA requirements and guidelines.
 - d. Commitment to enter into a Memorandum of Agreement (MOA, as defined by the Environmental Protection Agency (EPA) in its guidelines, to be part of a regional coalition to participating in CPRG Phase II.
 - e. Support outreach and community engagement efforts to be held in their communities as part of the Regional Climate related program or future Climate programs.
 - f. Actively participate in managing, planning, and decision-making meetings as a member of the Leadership Steering Committee.
 - g. Designate a person of contact for all Regional Climate related programs and Climate related activities.
 - h. Review and comment all Regional Climate Regional Programs and Climate related deliverables.

ARTICLE 4
LEGAL AUTHORITY

4. Lead Organization certifies that it possesses all legal authority necessary to apply for and receive funds pursuant to this Agreement. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of Lead Organization's governing body, authority the approval of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

ARTICLE 5
PUBLIC INFORMATION

5. Notwithstanding any provisions of this Agreement to the contrary, Parties acknowledge that the Parties and this Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). Lead Organization acknowledges that the Parties will comply with the PIA, as interpreted by its legal counsel based on judicial opinions and

7. The Lead Organization must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds.

ARTICLE 8

POLITICAL ACTIVITIES

8. Unless specifically authorized to do so by federal law, Lead Organization is prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get out the vote campaigns.
 - 8.1 Lead Organization officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an

officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
 - 8.2 Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
 - 8.3 Funding received under this Agreement may not be used to employ, as a regular full- time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
 - 8.4 As applicable, the Lead Organization and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with any Federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non- federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE 9

REMEDIES

9. If the Lead Organization determines that Committee Member has failed to comply with any term of this Agreement, whether stated in a federal or state statute or regulation, an

assurance, in this Agreement, in guidance issued by federal authorities or subsequently issued by federal authorities may pursue any combination of the following remedies:

- i. wholly or partially suspend or terminate this Agreement;
- ii. in accordance with Section 6.02, require return or recapture of any funding provided;
- iii. terminate this Agreement;
- iv. impose a corrective action plan;
- v. withhold further awards; or
- vi. take other remedies or appropriate actions.

ARTICLE 10 **SEVERABILITY**

10. If any provisions of this Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provisions shall be modified or deleted in such manner so as to afford the part for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

ARTICLE 11 **AMENDMENT**

11. Any alternations, additions, or deletions to the terms of this Agreement must be documented in writing and signed by both Parties to be binding. Notwithstanding this requirement, it is understood and agreed by the Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

ARTICLE 12 **INTERPRETATION**

12. To the extent the terms and conditions of this Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Agreement and in all cases, according to its fair meaning. The Parties acknowledge that each Party and its counsel have reviewed this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Agreement.

ARTICLE 13

SURVIVABILITY

13. Notwithstanding any expiration or termination of this Agreement, the rights and obligations pertaining to the close-out, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Agreement.

ARTICLE 14 **SOVEREIGN IMMUNITY**

14. It is expressly understood and agreed that in the execution of this Agreement, neither of the Parties waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against any claims asserted against it.

ARTICLE 15 **TEXAS LAW TO APPLY**

15. This Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the Parties created hereunder are performed in the El Paso Metro Politian Statistical Area.

ARTICLE 16 **PRIOR AGREEMENTS SUPERSEDED**

16. This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreements between the Parties with respects to the subject matter of the Agreement.

ARTICLE 17 **DELEGATION AND ASSIGNMENT**

17. Neither Party may delegate the performance of any contractual obligation to a third party, unless mutually agreed in writing. A Party to this Agreement may not assign its rights, privileges and obligations under this Agreement in whole, or in part, without the prior written consent of the other Party. Any attempt to assign without such approval shall be void.

ARTICLE 18
NOTICES

18. All notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage, prepaid, registered or certified mail, return receipt requested, to the Party's office or usual mailing address. For the purpose of notice, the addresses of the Parties shall be as follows:

TO COMMITTEE MEMBER:

Town of Anthony
Anthony Turner
Mayor
mayor@townofanthony.org

- 18.02 All notices of termination and/or recapture of funds shall be in writing within 120 days in advance.

TO LEAD ORGANIZATION:

City of El Paso Climate and Sustainability Office
Fernando L. Berjano
Senior Climate Programs Manager
BerjanoFL@elpasotexas.gov

ARTICLE 19
CURRENT REVENUES

19. Each Party paying for the performance of governmental functions or services will make those payments from current revenues then available to the paying Party.

IN WITNESS HEREOF, THE PARTIES have made and executed this Agreement in duplicate originals on the date of the last signature below.

[Signatures begin on the following page]

CITY OF EL PASO

Oscar Leeser

Mayor

Date Signed: _____

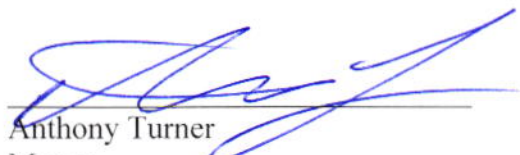
APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Juan Gonzalez
Assistant City Attorney

Nicole Ferrini, Director
Office of Climate and Sustainability

APPROVED AS TO CONTENT:



Anthony Turner
Mayor
Town of Anthony

