

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



DEPARTMENT: El Paso Police Department

AGENDA DATE: 8/5/25

PUBLIC HEARING DATE: 8/4/25

CONTACT PERSON NAME: A/C Humberto Talamantes

PHONE NUMBER: 915-212-4309

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

Set the Standard for a Safe and Secure City

SUBGOAL:

2.1 Maintain standing as one of the nation's safest cities.

SUBJECT:

Requesting an Interlocal Agreement between the 34th Judicial District Attorney, the County of El Paso, Texas, and the City of El Paso, Texas for the reimbursement of up to \$40,000.00 for the actual costs incurred and paid for by the City for testing seized drugs and controlled substances for cases related to the Border Prosecution Unit/Texas Anti-Gang Center for the period of September 1, 2023 to August 31, 2025.

BACKGROUND / DISCUSSION:

The purpose of this Agreement is to establish a path for the reimbursement to the CITY for payments made by the CITY to NMS Laboratories, for work performed in testing illicit narcotics and controlled substances listed under Texas Controlled Substances Act, Health and Safety Code Ch. 481 and seized pursuant to the investigation and prosecution of border-related crime by the Border Prosecution/EPPD Gang Unit. Funds are available under the grant awarded to the 34th Judicial District Attorney to pay for testing of seized drugs for criminal offenses classified as Class B Misdemeanors and higher.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

The 34th Judicial District Attorney, the County of El Paso, Texas, may reimburse the City of El Paso up to \$40,000.00 for the actual costs incurred and paid for by the City for testing seized narcotics and controlled substances for cases presented for prosecution.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

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

for DEPARTMENT HEAD: Alc. H. Salazar

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the Mayor be authorized to sign an Interlocal Agreement by and between the 34th Judicial District Attorney, the County of El Paso, Texas, and the City of El Paso, Texas for the reimbursement of up to \$40,000.00 for the actual costs incurred and paid for by the City for testing narcotics and controlled substances for cases related to the Border Prosecution Unit/ Texas Anti-Gang Center for the period of September 1, 2023 to August 31, 2025.

APPROVED this _____ day of _____, 2025.

THE CITY OF EL PASO:

ATTEST:

Renard U. Johnson, Mayor

Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Peter Pacillas
Chief of Police

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

INTERLOCAL AGREEMENT

This Interlocal Cooperation Agreement is entered into by and between the 34th Judicial District Attorney (“DA”) and the County of El Paso, Texas (collectively “COUNTY”) and the City of El Paso, Texas, a home rule municipal corporation (“CITY”). The County and City may be collectively referred to as “Parties.”

I. RECITALS

WHEREAS, the District Attorney of the 34th Judicial District ("District Attorney") is a member and project director of the Border Prosecution Unit (along with the Texas Anti-Gang Center) established under Tex. Gov’t Code Chapter 772, Subchapter B, which focuses on supporting the investigation and prosecution of border-related crimes, including those committed by organized criminal enterprises primarily in counties along the Texas-Mexico international border and is funded by the Criminal Justice Division of the Office of the Governor of the State of Texas; and

WHEREAS, the Criminal Justice Division administers a grant program to provide financial assistance to eligible prosecuting attorneys for border crime prosecution; and

WHEREAS, the operation of the Border Prosecution Unit (“BPU”) and Texas Anti-Gang Center (“TAG”) serve to increase the efficiency and effectiveness of local, state, and federal law enforcement functions in the criminal justice system of the 34th Judicial District; and

WHEREAS, the grant program of the Criminal Justice Division allows for payment of costs associated with laboratory testing of illicit narcotics and other controlled substances seized as a result of the investigation and prosecution of border-related crimes; and

WHEREAS, the grant program took effect September 1, 2023 and will expire August 31, 2025; and

WHEREAS, the grant authorizes the use of funds for the support of members of the BPU in prosecuting border crime; and

WHEREAS, the grants allocated to and administered by the District Attorney’s Office for the 34th Judicial District Attorney’s Office are identified as BPU Grant # 2283712 and identified as County Contract Nos. 2023-0780 and 2023-0148; and

WHEREAS, a certain amount of narcotics and controlled substances seized in accordance with the investigation and prosecution of Border Prosecution Unit/TAG-cases have previously been tested by NMS Laboratories and paid for by the CITY; and

WHEREAS, the Parties desire that the CITY be reimbursed for the cost and expense incurred and paid for testing the narcotics and controlled substances; and

WHEREAS, the CITY and COUNTY are authorized to enter into this Agreement under the provisions of Texas Gov't Code Ch. 791

NOW, THEREFORE, THE CITY AND COUNTY ENTER INTO THIS AGREEMENT UNDER THE FOLLOWING TERMS AND CONDITIONS:

II. ATTACHMENTS AND RECITALS

2.0 The Attachments and recitals to this Agreement are incorporated into this Agreement by reference for all purposes.

III. CONTRACTUAL RELATIONSHIP

3.0 This Agreement does not create any partnership or joint venture; principal-agent; or employer-employee relationship between the Parties or any of their officers, employees, agents or representatives.

3.1 The COUNTY understands and agrees that it will be responsible for its respective acts or omissions, and the CITY shall not be responsible as an employer to the COUNTY's officers, employees, agents or representatives who perform any service in connection with this Agreement.

3.2 The CITY understands and agrees that it will be responsible for its respective acts or omissions, and the COUNTY shall in no way be responsible as an employer to the CITY's officers, employees, agents or representatives who perform any service in connection with this Agreement.

3.3 The COUNTY acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind the CITY to any obligation other than the obligations set forth in this Agreement. The CITY also acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind the COUNTY to any obligation other than the obligations set forth in this Agreement.

3.4 The Parties acknowledge and expressly agree that nothing contained in this Agreement may be construed as creating an attorney-client relationship between the District Attorney or his agents, representatives, or employees, and the El Paso Police Department or the CITY or its agents, representatives, departments, or employees.

3.5 The Parties further acknowledge and expressly warrant that the Office of the District Attorney is performing services and functions under the Border Prosecution Unit grant that are legally authorized and/or mandated by law or statute. Nothing contained in this Agreement shall be interpreted as altering the statutorily assigned duties of either the El Paso Police Department and its members and the Office of the District Attorney.

3.6 The Parties acknowledge and agree that in all things relating to this Agreement, the CITY and the COUNTY are performing governmental functions. The Parties agree that the CITY and the COUNTY enter into this Agreement as governmental entities for the purpose of performing a governmental function.

IV. PURPOSE AND TERM OF AGREEMENT

4.0 The purpose of this Agreement is to establish parameters and conditions for the reimbursement to the CITY for payments made by the CITY to NMS Laboratories, or any other laboratory lawfully contracted by the CITY, for work performed in testing illicit narcotics and controlled substances listed under Texas Controlled Substances Act, Health and Safety Code Ch. 481 and seized pursuant to the investigation and prosecution of border-related crime by the Border Prosecution/TAG Unit. Funds are available under the grant to pay for testing of seized drugs for criminal offenses classified as Class B Misdemeanors and higher.

4.1 The initial term of this Agreement begins on September 1, 2023, and ends on August 31, 2025, regardless of the date executed as long as reimbursement requests pertain to Border Prosecution Unit or Texas Anti-Gang Center (TAG) expenses described in paragraph 4.0 and that were provided during the grant period. This Agreement may be renewed by the mutual Agreement executed by the Parties. Any renewal shall contain a "not to exceed amount" for the renewal period in conformance with Paragraph VI, below.

V. SCOPE OF SERVICES

5.0 The CITY may provide, or arrange for, laboratory services relating to seized drugs (or alleged drugs) on an on-call basis if such services are related to border prosecution services under the grant. The CITY shall comply with purchasing law that applies to the CITY.

5.1 For testing completed prior to the execution of this Agreement, the CITY shall submit invoices no later than 15 days from the execution of this Agreement, or August 31, 2025, whichever occurs earlier. The Parties do not anticipate any new testing during the initial period of this Agreement; the CITY will not do any new testing during the initial term of this Agreement unless there is a further written Agreement executed by the Parties. The COUNTY will not be responsible for reimbursement of any invoice that is not timely submitted. Notwithstanding the Texas Prompt Payment Act, the COUNTY will reimburse the CITY for such services within sixty (60) days of receiving an invoice from the CITY.

VI. CONSIDERATION

6.0 The COUNTY, on behalf of the DA, will reimburse the CITY a reasonable amount for each test related to a BPU/TAG case and not to exceed a total of \$40,000 during the initial term. For purposes of this Agreement, a "reasonable amount" refers to the CITY's actual costs for testing under a BPU/TAG case. Neither the COUNTY nor the DA will be obligated to pay for any expense incurred by the CITY in excess of this amount or for any expense incurred outside the term of this Agreement.

VII. TERMINATION

7.0 The Parties may terminate this Agreement by mutual consent upon such terms as they may agree in writing. Except as otherwise provided in this Agreement, all duties and obligations of the CITY and the COUNTY shall cease upon termination or expiration of this Agreement.

7.1 In addition, either Party may terminate this Agreement by giving **30 days'** written notice to the other party. Except as otherwise provided in this Agreement, all duties and obligations of the CITY and the COUNTY shall cease upon termination or expiration of this Agreement.

7.2 Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the non-terminating party prior to the date of termination. The Parties acknowledge and expressly warrant that no claim of damages will exist after the date of termination.

7.3 The Parties also acknowledge that this Agreement depends on grant funding. If grant funding is terminated or unavailable, the COUNTY must promptly notify the CITY of the termination or unavailability of funding. After the CITY receives the notice, the CITY shall terminate all work under this Agreement, and the COUNTY shall not be responsible for any work begun after the date the CITY receives the notice. The CITY is responsible for immediately notifying any of its contractors doing work under this Agreement.

VIII. GENERAL PROVISIONS

8.1 The Parties expressly reserve their respective immunities, including (without limitation) sovereign and/or governmental immunity as well as any (without limitation) qualified or official immunity their respective elected officials, officers, and employees may enjoy.

8.2 This Agreement may be amended only by written instrument duly executed on behalf of the CITY (by authority of the City Council), the DA, and the COUNTY (by authority of the Commissioners Court).

8.3 All agreements and covenants contained in this Agreement are severable. If any term or provision of this Agreement is declared invalid by a court of competent jurisdiction, the Parties intend that all other terms and provisions of this Agreement will be valid and binding and have full force and effect as if the invalid portion had not been included.

8.4 All notices required or permitted in this Agreement must be in writing and shall be deemed delivered when actually received via United States Postal Service certified mail, return receipt requested addressed to the respective other Party at the address provided below:

City:

City Manager
300 N. Campbell
El Paso, Texas 79901-1196

Chief of Police
911 N. Raynor Street
El Paso, Texas 79903

District Attorney:

Hon. James Montoya
2nd Floor, Courthouse, Ste. 201, 500 E. San Antonio St.
El Paso, Texas 79901

County:

County Judge
3rd Floor, Courthouse, Ste. 301 500 E. San Antonio St.
El Paso, Texas 79901

8.5 This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of federal law. Any suit arising under this Agreement shall be brought in a state or federal court of appropriate jurisdiction sitting in El Paso County, Texas. Each Party shall bear its own costs, expenses, and attorneys' fees in connection with any claim(s) or action(s) concerning or relating to this Agreement.

8.6 Except to the extent modified by paragraph 5.1, the Parties agree that this Agreement is subject to the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. Any late fees or interest are strictly limited to those expressly permitted by that Act.

8.7 This writing, and its incorporated Attachments, constitutes the entire Agreement between the Parties and supersedes any oral or written agreement between the Parties that precedes this Agreement.

8.8 This Agreement shall take effect on the date the last party executes it.

CITY OF EL PASO, TEXAS

Renard U. Johnson, Mayor

Date: _____

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Peter Pacillas
Chief of Police

COUNTY OF EL PASO, TEXAS

Ricardo A. Samaniego

El Paso County Judge

Date: _____

34TH JUDICIAL DISTRICT ATTORNEY

Hon. James Montoya

34th Judicial District Attorney

Date: _____