

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

DEPARTMENT: Fire Department

AGENDA DATE: July 16, 2024

PUBLIC HEARING DATE: n/a

CONTACT PERSON NAME AND PHONE NUMBER: Chief Jonathan P. Killings, (915) 212-5665

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 2: Set the Standard for a Safe and Secure City

SUBGOAL: 2.3 Increase public safety operational efficiency

SUBJECT:

That the Mayor be authorized to sign, on behalf of the City of El Paso, an Interlocal Agreement between the City of El Paso and the Town of Horizon, for the El Paso Fire Marshals Office to provide assistance to the Horizon City Police Department with arson investigations occurring within the Town of Horizon.

BACKGROUND / DISCUSSION:

The purpose of this Agreement is to establish response and investigative protocols, pursuant to which the parties agree that EPFMO shall provide assistance to HCPD in responding to the demands of arson investigations within the city limits of Horizon City. It is understood that the crime of arson represents both a fire service problem and a law enforcement problem for a community. Experience shows that the most effective deterrent to arson lies both in effective investigation of every fire and taking proactive preventative measures. Personnel assigned to conduct fire investigation must be skilled in origin & cause determination, physical evidence collection, interviewing and interrogation, and case preparation and documentation. Accomplishment of the mission to significantly reduce arson in Horizon City requires the full commitment of all fire service and law enforcement personnel, prosecutors and other allied agencies working together with the community. It is the purpose of this agreement that the agencies listed agree to work together to investigate arson within the city limits of Horizon City.

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Fire Department

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



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

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign, on behalf of the City of El Paso, an Interlocal Agreement between the City of El Paso and the Town of Horizon, for the El Paso Fire Marshals Office to provide assistance to the Horizon City Police Department with arson investigations occurring within the Town of Horizon.

APPROVED this the _____ day of _____ 2024.

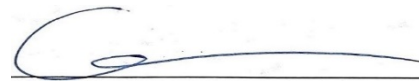
THE CITY OF EL PASO

Oscar Lesser
Mayor

ATTEST:

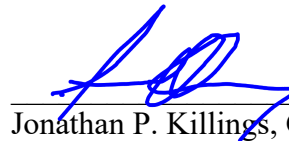
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Carlos L. Armendariz
Assistant City Attorney

APPROVED AS TO CONTENT:



Jonathan P. Killings, Chief
El Paso Fire Department

The State of Texas

County of El Paso

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF HORIZON CITY, TEXAS AND THE CITY OF EL PASO, TEXAS

The Interlocal Agreement ("Agreement") is made and entered into by and between the Town of Horizon City, Texas ("Horizon City") and the City of El Paso, Texas ("City of El Paso"), providing for the El Paso Fire Marshals Office (hereinafter referred to as "EPFMO") to provide assistance to the Horizon City Police Department (hereinafter referred to as "HCPD") in arson investigations, pursuant to the provisions of the Texas Interlocal Cooperation Act. Horizon City and the City of El Paso may individually be referred to as a "Party" or collectively as "Parties" to this Agreement. HCPD and EPFMO may individually be referred to as an "Agency" or collectively as "Agencies" in this Agreement.

WHEREAS, Horizon City and the City of El Paso are local governments in the State of Texas; and

WHEREAS, the HCPD is a law enforcement agency of Horizon City; and

WHEREAS, the EPFMO is an agency of the City of El Paso; and

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, Sections 791.003(3)(B), (D), (K) and (N), and 791.003(4)(A) allow local governments to contract with one another to perform governmental functions and services, including arson investigations and other governmental functions in which the contracting parties are mutually interested; and

WHEREAS, the HCPD and the EPFMO, each pursuant to its statutory and constitutional authority, are responsible for investigating suspicions of arson, and are desirous that the necessary agreements be entered into by and between the Horizon City and the City of El Paso to facilitate assistance between the agencies during emergency conditions occurring within Horizon City; and

WHEREAS, Horizon City and the City of El Paso believe that a cooperative agreement between the agencies would provide a benefit to the residents of Horizon City; and

WHEREAS, Horizon City and the City of El Paso are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") and Chapter 775 Texas Health and Safety Code, which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

Purpose

The purpose of this Agreement is to establish an interagency agreement on the level and duration of response and commitment, investigative methodology, collection of evidence and other matters critical to the success of the mission to effectively investigate arson.

The purpose of this Agreement is to establish response and investigative protocols, pursuant to which the parties agree that EPFMO shall provide assistance to HCPD in responding to the demands of arson investigations within the city limits of Horizon City.

It is understood that the crime of arson represents both a fire service problem and a law enforcement problem for a community. Experience shows that the most effective deterrent to arson lies both in effective investigation of every fire and taking proactive preventative measures. Personnel assigned to conduct fire investigation must be skilled in origin & cause determination, physical evidence collection, interviewing and interrogation, and case preparation and documentation. Accomplishment of the mission to significantly reduce arson in Horizon City requires the full commitment of all fire service and law enforcement personnel, prosecutors and other allied agencies working together with the community.

It is the purpose of this agreement that the agencies listed agree to work together to investigate arson within the city limits of Horizon City.

Article 1

STANDARDIZED ARSON/FIRE NOTIFICATION PROTOCOL

1. **SOLE REQUESTING/NOTIFICATION AUTHORITY.** The HCPD is designated as the sole requesting authority for the investigative services of the EPFMO within Horizon City.

2. **WHEN TO NOTIFY.** In addition to the notification requirements established under applicable state law, these are the steps in notification. Upon discovery or notification of arson suspected by the responding fire department to the HCPD, the Criminal Investigations Division Lieutenant of the HCPD shall be notified. In turn, the CID Lieutenant shall notify the EPFMO.

3. **INFORMATION NEEDED:** Whenever the Emergency Services District #1 notifies both entities, the reporting fire fighter or dispatcher shall provide that representative with the following information as a minimum:

- A. Date/ time, and location of the incident;
- B. Description of the incident;

- C. Fatal or critical injury to any person;
- D. Evacuation of occupants;
- E. Multiple structures;
- F. Commercial building;
- G. Structural fire incident within the "Target Area"; and
- C. Preliminary cause if known (i.e., arson, suspicious, undetermined, accidental).

4. INVESTIGATIVE COORDINATION. In the case where a request for an investigator is made, the EPFMO officer that responds shall coordinate closely with the HCPD during the entire investigative process.

The EPFMO Supervisor will have supervisory authority over all personnel for the purpose of conducting fire and arson investigations within Horizon City. He shall establish a "Team" from assigned investigators taking into account the fire/arson investigation experience and training of everyone.

Article 2

ARSON INVESTIGATORS RESPONSIBILITIES AND INVESTIGATION PROTOCOL

1. The "on-duty" Investigator shall IMMEDIATELY respond to and investigate all fires where Arson is suspected in Horizon City that come under the following "High Priority" categories:

- A. Fires or explosions causing the death of any person.
- B. Suspicious or undetermined fires or explosions resulting in critical injury to any person.
- C. Suspicious or undetermined fires or explosions resulting in the evacuation of any person from a building.
- D. Suspicious or undetermined fires or explosions resulting in destruction to multiple buildings or structures.
- E. Fire or explosion causing destruction to any government property or to any storage facility containing and storing public documents.
- F. Fire or explosion damage to a commercial or residential structure of suspicious, unknown cause or of substantial nature.

G. Any other fire or explosion incident causing damage to a building.

Article 3

FIRE MARSHAL INVESTIGATION PROTOCOL

The agencies shall adhere to the Investigation Protocol described herein. This protocol requires that the following sequence occur immediately after receipt of a report on a working fire anywhere in Horizon City:

1. IMMEDIATE RESPONSE TO A DESIGNATED CATEGORY FIRE: The immediate dispatch of the on-call fire marshal to any structure fire which falls within the definition of a designated incident 24 hours a day.
2. IMMEDIATE NOTIFICATION OF THE FIRE MARSHAL ARSON INVESTIGATOR IN CHARGE OR HIS DESIGNEE: In fire incidents falling within the definition of "High Priority" as described in Article 2, Section 1.
3. The Arson Investigator shall respond to all structural fires with the suspicion of arson occurring in Horizon City on a 24 hours a day - 7 days a week basis.
4. Vehicle fires and other categories of fires such as outside fires not involving a structure may be investigated by EPFMO Investigators who will determine if the fire was incendiary and if there is sufficient resources available to assist if necessary.
5. Juvenile offenders involved in arson cases will be referred to the HCPD who will refer the Juvenile to the Juvenile Probation Department for prosecution.
6. It will be the policy of the EPFMO to seek prosecution of any person who intentionally sets a fire in Horizon City consistent with state law.
7. The EPFMO recognizes that arson cases are frequently circumstantial in nature and often depend heavily on developing pertinent information from fact witnesses. The EPFMO also recognizes that fire scene origin and cause examination can be a complex process. Here again, developing information from early witnesses to the incipient fire including victims, abutters, the reporting party, first in firefighters and other persons will often provide important information. Such witness observations usually serve to corroborate the origin and cause examination results. It is critical that these persons be identified and interviewed. The investigation protocol of the EPFMO is designed to secure, and not lose, this invaluable source of potential evidence. Investigators will follow the protocol as described herein:
 - a. INTERVIEW FLEETING WITNESSES IMMEDIATELY - In any fire, the first investigator on the scene shall briefly size up the fire origin to determine the room of origin, secure obvious physical evidence and manage overhaul. Following this activity, which should only take a few minutes, investigators will focus their efforts to identifying potential "fleeting witnesses." Experience has shown that these people will leave the scene during fireground operations. Unless they are identified and interviewed during firefighting operations there usually is no way to identify or relocate them. Those building occupants who lived or worked

closest to the fire is origin shall be interviewed next to document any observations or knowledge they may have about fire hazards and the sequence of events surrounding the fire's initiation and development. Abutters and line of sight neighbors are interviewed next. All initial interviews conducted by members of the team shall be reduced to written statements or will be audiotaped or videotaped in accordance with the recommended procedure.

b. BEGIN PROCESSING THE SCENE AFTER IMPORTANT INTERVIEWS ARE COMPLETED: As soon as practical after available important witnesses are interviewed for details about the probable fire origin and flow of events the examination of the fire scene may begin. Excavation of collapsed debris not germane to the cause of the fire and reconstruction of remains of furniture or other items to their pre-fire position are important phases of fire flow analysis. Origin and cause examinations shall conform, step by step, to the Unit's training. Each area of fire origin requires through excavation, reconstruction, analysis, and documentation. Evidence will be collected in accordance with best practices and existing policies providing that all phases of recovery are documented, and a chain of custody is constantly maintained. All evidence taken during the Fire Marshal's investigations will be secured in the Unit's contraband room pending analysis or presentation to a court unless other arrangements are approved by the Fire Marshal Supervisor.

c. SET UP AN INCIDENT MASTER FILE - An Incident Master File should be set up as soon as is practical into an investigation. All statements, consent forms, search warrants, signed Miranda cards, and other data collected by individual investigators shall be placed into this file at the end of each day. Photocopies of the file materials shall be taken back to the field by a Team supervisor or case officer in a working file. For the system to work correctly, information must flow freely and constantly among all investigators. For the system to work at all, every investigator has a right to know that other investigators are working effectively toward a common objective. Master files will be retained in the EPFMO and will be accessible to supervisory personnel only.

d. CONFIDENTIAL INFORMER FILE - A file containing information on confidential informants will be established by the lead investigator. This file shall contain biographical information on the identity of each informant, a photograph, a current Probation Record, and a log of information provided.

Article 4

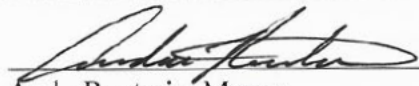
TERMS OF AGREEMENT

1. Assistance under the terms of this Agreement is not mandatory, but the Party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered. Upon request, the EPFMO shall respond immediately and dispatch and provide personnel pursuant to the same policies and practices and in the same manner as the City of El Paso would provide services within the City of El Paso's own jurisdiction based on the available needs of the City of El Paso and available staff to respond. The Investigator "on duty" will provide an accurate estimated time of arrival and notify a Supervisor if there is any delay due to the needs within the City of El Paso or limited available staff.

2. The Parties agree to fully support their assigned personnel's ability to fully participate in the operation by supplying all necessary fire investigation and personal safety equipment required to conduct this function. Because of the nature of the problem and the complexity of the investigations it will be necessary for each party to provide sufficient overtime compensation to its personnel.
3. Each party and all assigned personnel agree to comply with all applicable state, federal, and local laws, rules, and regulations, including but not limited to OSHA Regulatory Safety Guidelines 1910.120.
4. Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and without waiving governmental immunity, each party to this Agreement agrees to hold harmless each other, its governing board, officers, agents, and employees for any liability, loss, damages, claims, causes of action, or attorney's fees, caused, or asserted to be caused, directly or indirectly, by the other party to this Agreement, or any of its officers, agents, or employees as a result of its performance under this Agreement, pursuant to Tex. Gov't Code § 791.006(a-1) with the intent that liability be different than liability otherwise assigned under subsection (a).
5. The parties intend to enter this Agreement as independent contractors and assume all of the rights, obligations and liabilities applicable to it as an independent contractor. This Agreement shall be construed to give effect to this intent. Neither party is authorized to represent the other for any purpose whatsoever without the prior written consent of the other party. Employees of either party shall not be considered to be employees of the other party.
6. The EPFMO Incident Commander or Safety Officer shall be responsible to make an assessment of the structural integrity of any building damaged by fire or explosion and determine what additional hazards may be present. The EPFMO shall employ independent experts to conduct complex examinations whenever necessary. Property insurance companies who ensure a given loss shall be solicited for funding for this purpose. Alternative funding sources for such examinations in cases where no insurance is present will be explored in conjunction with the District Attorney's Office.
7. This Agreement is in effect upon signature of all parties. It shall remain in effect unless terminated, with or without cause, upon thirty (30) days' written notice by any party in the manner provided herein. This Agreement may be amended by mutual consent, if reduced to writing and signed by both parties. This Agreement shall be reviewed twenty-four months after the date of execution and two years thereafter.
8. All notices pursuant to this Agreement shall be in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested. Notice shall be provided as follows:

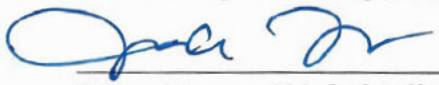
<p>If to the Town of Horizon City:</p> <p>Town of Horizon City Attn: Mayor 14999 Darrington Rd. Horizon City, Texas 79928 T: (915) 852-1046 Email: <u>mayer@horizonecity.org</u></p> <p>Copy to:</p> <p>Horizon City Police Department Attn: Chief Marco A. Vargas, 14999 Darrington Rd. Horizon City, Texas 79928 T: (915) 852-1047 Email: <u>mvargas@horizonecity.org</u></p>	<p>If to the City of El Paso:</p> <p>City of El Paso</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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TOWN OF HORIZON CITY


6-11-24

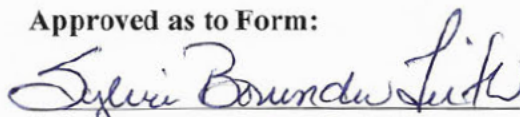
 Andy Renteria, Mayor Date

Approved as to Content:
 Horizon City Police Department


6-11-24

 Marco Vargas, Chief of Police Date

Approved as to Form:


6-11-24

 Sylvia Borunda Firth, City Attorney Date

CITY OF EL PASO

 Oscar Leaser, Mayor Date

(Signatures Continue on Following Page)

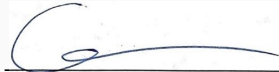
Approved as to Content:



Jonathan P. Killings, Chief
El Paso Fire Department

Dated: 6/18/2024

Approved as to Form:



Carlos L. Armendariz
Assistant City Attorney

Dated: 06/17/2024