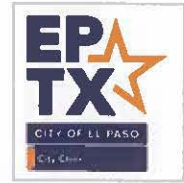


**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**



**DEPARTMENT:** El Paso Police

**AGENDA DATE:** 4/1/25

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:** Assistant Chief J. F. Briones

**PHONE NUMBER:** 1-915-212-4304

**2nd CONTACT PERSON NAME:** N/A

**PHONE NUMBER:** N/A

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:**

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

**SUBGOAL:**

Subgoal 2.1 Maintain Standing as One of the Nation's Top Safest Cities

**SUBJECT:**

A resolution authorizing the Mayor to sign an Interlocal Agreement between the City of El Paso and the County of El Paso in which the County authorizes the City to use the El Paso County Sheriff's incinerator to destroy confiscated narcotics and confidential trash or evidence consisting of paper material.

**BACKGROUND / DISCUSSION:**

An Interlocal Agreement for this service has been in effect since 2012. Due to the recent change in the El Paso County Sheriff's administration, a new Interlocal Agreement is required. The City shall pay the County of El Paso one dollar and twenty-five cents (\$1.25) per pound for the destruction of narcotics and confidential trash or evidence consisting of paper material. This agreement shall be effective April 1, 2025, regardless of its execution and shall terminate on March 31, 2026. At the end of the initial term, the agreement shall automatically renew for additional one-year periods unless terminated by any party. The El Paso Police Department utilizes the incinerator to destroy confiscated narcotics and confidential trash or evidence consisting of paper material.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

The prior Interlocal Agreement between both parties was first signed on January 9, 2012 (date stamped by the City Clerk Dept on January 25, 2012) but a new Interlocal Agreement is required due to the recent change in the El Paso County Sheriff's administration.

**AMOUNT AND SOURCE OF FUNDING:**

Funds are budgeted in account as follows: Fund: 1000 - General Fund  
Dept ID: 321 - Police  
Division: 21110 - Special Services  
Account: 522150 - Outside Contracts

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

NAME	AMOUNT (\$)

\*\*\*\*\*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 an Interlocal Agreement between the City of El Paso (the "City") and the El Paso County Sheriff's Office ("Sheriff") for the purpose of destroying confiscated narcotics, as well as confidential trash and evidence, for a period of one (1) year.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2025.

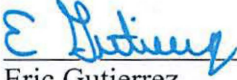
**CITY OF EL PASO**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

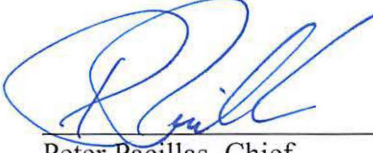
**ATTEST:**

\_\_\_\_\_  
Laura D. Prine, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Eric Gutierrez  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Peter Pacillas, Chief  
El Paso Police Department

STATE OF TEXAS     §  
  §  
COUNTY OF EL PASO §

**INCINERATOR USE  
INTERLOCAL AGREEMENT**

This Interlocal Governmental Agreement ("Agreement") is entered into by and between the City of El Paso, a home rule municipal corporation ("CITY"), the El Paso County Sheriff ("SHERIFF") and the County of El Paso, Texas ("COUNTY").

**WHEREAS**, the SHERIFF purchased an incinerator for the purpose of destroying confiscated narcotics; and

**WHEREAS**, the City of El Paso Police Department also has a need to destroy confiscated narcotics, as well as confidential trash and evidence consisting of paper material, but does not own its own incinerator; and

**WHEREAS**, the CITY, SHERIFF and COUNTY are authorized to enter into this Agreement under the provisions of Texas Gov't Code §791 *et. seq.*

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

**1. PURPOSE OF AGREEMENT.**

The purpose of this Agreement is to state the terms and conditions under which the City is authorized to use the Sheriff's incinerator to destroy confiscated narcotics and confidential trash or evidence consisting of paper material.

**2. SHERIFF'S OBLIGATIONS AND DUTIES.**

- A. The Sheriff shall ensure the incinerator and the associated facilities are safe and in good working condition.
- B. The Sheriff shall be responsible for the operation of the incinerator and the destruction of the narcotics and paper material.
- C. The Sheriff shall weigh all narcotics and paper prior to burning and will weigh the ashes after burning. The Sheriff shall provide the City with documentation of the weight of the narcotics and paper destroyed.
- D. The Sheriff shall maintain complete and accurate records of the narcotics and paper destroyed, and other documents generated pursuant to this Agreement for a period

of three (3) years after the destruction of the narcotics and paper. The Sheriff shall permit and have readily available said records for inspection by the City.

**3. COUNTY'S OBLIGATIONS AND DUTIES.**

- A. The County shall place any funds received under this Agreement in a special account for use solely by the Sheriff to defray the costs of operating and maintaining the incinerator. If any excess funds are available after all expenses of operating and maintaining the incinerator are covered, the excess funds shall be used by the Sheriff to defray other expenses of the Sheriff's Office.
- B. The County shall maintain complete and accurate records of payments received under this Agreement for a period of three (3) years after the end of the fiscal year in which the payment was made. The County shall permit and have readily available said records for inspection by the City.

**4. CITY'S OBLIGATION AND DUTIES.**

- A. The City shall transport the narcotics and paper to the incinerator.
- B. The City shall provide a minimum of two (2) peace officers for the duration of the burn to provide security. Depending on the size and type of the narcotics or paper, and any special circumstances surrounding the destruction, the Sheriff may require the City to provide more peace officers for security.
- C. The City shall maintain custody of the narcotics and paper throughout the burn, and thus, the City's peace officers shall remain at the incinerator facility until all the narcotics and papers are destroyed.

**5. CONSIDERATION.**

The City shall pay the County one dollar and twenty-five cents (\$1.25) per pound for the destruction of narcotics and paper material. The Sheriff shall send an invoice to the City after each burn for the total cost of the destruction of the narcotics and/or paper. The City shall have thirty (30) days to pay the total amount on the invoice to the County. If full payment is not made within thirty (30) days of receipt of the invoice, interest in accordance with Chapter 2251 of the Texas Government Code shall begin to accrue.

The Sheriff and County shall maintain the price of one dollar and twenty-five cents (\$1.25) per pound for the initial term of this Agreement. Thereafter, the Sheriff may unilaterally raise the price by giving ninety (90) days written notice to the County and the City of the increase.

**6. TERM AND TERMINATION**

This Agreement shall be effective on April 1, 2025, regardless of its date of execution, and shall terminate on March 31, 2026. At the end of the initial term, the agreement shall automatically renew for additional one year periods unless terminated by any party. Any party may terminate this Agreement without cause upon providing thirty (30) days written notice.

**7. NOTICE.**

Official notice shall be by written notice and delivery to all of the parties to this Agreement. Delivery shall be by fax or deposit in the United States Postal Service, first class, return receipt requested to:

**TO THE COUNTY:** County Judge  
301 El Paso County Courthouse  
500 E. San Antonio  
El Paso, Texas 79901  
Fax: (915) 543-3888

**TO THE SHERIFF:** El Paso County Sheriff  
3850 Justice Drive  
El Paso, Texas 79938  
Fax: (915) 538-2028

**TO THE EPPD:** City Manager  
300 N. Campbell  
El Paso, Texas 79901  
(915) 212-0023

**8. MISCELLANEOUS.**

- A. Beyond the consideration provided for herein, each party shall bear its own cost of participation in this Agreement.
- B. For the purpose of determining the place of contract and the law governing same, this Agreement is entered into in the County of El Paso, State of Texas, and shall be governed by the laws of State of Texas and the United States as applicable. Venue shall be in El Paso County, Texas.
- C. All persons who are signatories to this Agreement represent that they have authority to enter into this Agreement and bind their respective organizations thereto, if applicable.
- D. This writing constitutes and expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by all parties.

IN WITNESS WHEREOF this Interlocal Agreement has been executed by the County, by and through the County Judge, the Sheriff, and the EPPD, in the manner provided by law.

**EL PASO COUNTY**

**THE SHERIFF OF EL PASO COUNTY**

\_\_\_\_\_  
County Judge Ricardo A. Samaniego

\_\_\_\_\_  
Sheriff Oscar Ugarte

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

**INTERLOCAL AGREEMENT**

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso El Paso County and County of El Paso, Texas.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

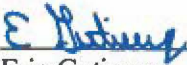
**CITY OF EL PASO:**

\_\_\_\_\_  
Renard U. Johnson  
Mayor


**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
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Eric Gutierrez  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
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Peter Pacillas, Chief  
El Paso Police Department