

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

AGENDA DATE: September 12, 2023

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Assistant Chief Victor Zarur, (915) 212-4307, and Lilia Worrell (915) 212-5822-

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 2.3 – Increase public safety operational efficiency

SUBJECT:

That the City Council approve an Interlocal Agreement entered into by and between the City of El Paso, Texas and the Socorro Independent School District (SISD). The Parties wish to provide authority to commissioned law enforcement officers hired by SISD, to issue parking citations for parking violations under the El Paso City Code in the vicinity of schools that are in the SISD district and within the El Paso City limits to ensure safety and efficiency for parking and traffic at and surrounding such schools.

BACKGROUND / DISCUSSION:

An ordinance amendment under Title 12 - Vehicle and Traffic was approved by City Council on August 15, 2023. The amendment language allows substitute Associate Municipal Judges to serve as Hearing Officers. In addition, updates to the ordinance amendment allows commissioned officers working for independent school district(s) to issue parking citations within the El Paso City limits. With approval of aforementioned amendment this Interlocal agreement with SISD allows Municipal Court to provide the citations and process them, fines will be kept by the City.

PRIOR COUNCIL ACTION:

August 15, 2023

AMOUNT AND SOURCE OF FUNDING:

N/A

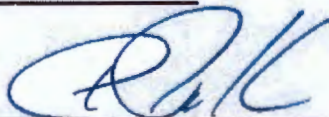
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Municipal Court

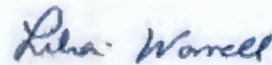
SECONDARY DEPARTMENT: Police Department

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

DEPARTMENT HEAD:



Peter Pacillas, Interim Chief, Police Department



Lilia Worrell, Municipal Court

RESOLUTION

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

THAT the Mayor is hereby authorized to execute the Interlocal Agreement between the City of El Paso (the "City") and the Socorro Independent School District (the "District") to allow for the District's law enforcement Officers to issue parking citations as allowed by the El Paso City Code in areas at and surrounding the District's schools within the city limit to be administered through the El Paso Municipal Court under the provisions of the El Paso City Code Chapter 12.85, which will provide a mutual benefit of parking enforcement and safety to the community.

PASSED AND APPROVED this _____ day of _____, 2023.


THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Kristen L. Hamilton-Karam
Deputy City Attorney

APPROVED AS TO CONTENT:



Lilia Worrell, Director
Municipal Court

APPROVED AS TO CONTENT:



Victor Zarur, Assistant Executive Chief
Police Department

<p>THE STATE OF TEXAS §</p> <p>§</p> <p>§</p> <p>COUNTY OF EL PASO §</p>	<p>INTERLOCAL AGREEMENT</p> <p>SOCORRO INDEPENDENT SCHOOL</p> <p>DISTRICT AND THE CITY OF EL PASO</p>
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This Interlocal Agreement (“**Agreement**”) is entered into by and between the **CITY OF EL PASO, TEXAS**, a Texas municipal corporation (the “**City**”), and the **SOCORRO INDEPENDENT SCHOOL DISTRICT**, organized under the Texas Education Code, Chapter 11, (“**SISD**”), by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act, chapter 791.001 *et seq.*, Texas Government Code. The City and SISD will hereinafter collectively referred to as the “**Parties**” and individually to as the “**Party**.”

RECITALS

WHEREAS, the Texas Interlocal Cooperation Act, V.T.C.A., Government Code §791.001, *et seq.* allows local governments and political subdivisions of the state to contract among each other or with a federally recognized Indian tribe for the provision of governmental functions and services or to study the feasibility of the performance of a governmental function or service by an Interlocal contract.

WHEREAS, the City and SISD are local governments as defined in Chapter 791 of the Texas Government Code, and have the authority to enter into this Agreement, and have each entered into this Agreement in the appropriate manner prescribed by law; and

NOW, THEREFORE, in consideration of the mutual contributions described herein and the mutual covenants and undertakings of the Parties, the receipt and sufficiency is hereby acknowledged, the City and SISD agree as follows:

SECTION 1. PURPOSE.

- A. The Parties wish to provide authority to commissioned law enforcement officers (“the Officers”) hired by SISD to issue parking citations for parking violations under the El Paso City Code in the vicinity of schools that are in the SISD district and within the El Paso city limit to ensure safety and efficiency for parking and traffic at and surrounding such schools.

- B. The City will provide parking citation books to SISD in the amount deemed necessary by the El Paso Municipal Court Clerk, in communication with a designated representative of SISD to ensure the Officers are adequately supplied to enforce parking rules surrounding schools within the City limits.

- C. SISD Officers may act as authorized parking enforcement agents, and may issue parking citations in areas at or surrounding SISD schools for violations of parking restrictions listed in the El Paso City Code Chapters 12.44, (except for 12.44.260 and 12.44.270), 12.48, 12.52, and 12.56.030 and 12.56.040. Such citations may be issued under the provisions of El Paso City Code section 12.84.010(A) and Chapter 12.85.
- D. SISD Officers shall file citations with the El Paso Municipal Court within the required process as provided by the Municipal Court Clerk.
- E. The El Paso Municipal Court, through its Parking Violations division, will conduct the administrative adjudication process through the requirements of the El Paso City Code sections 12.84.010 and chapter 12.85, and will retain any fines and fees required hereunder.
- F. The Parties will coordinate if SISD Officers require additional training or instruction, which may be provided by the City's Police Department on an as needed basis and scheduled at the discretion of the City's Chief of Police or designee.
- G. The mutual benefit of parking enforcement, safety to the community is adequate consideration for the government services provided by this agreement.

SECTION 2. TERM.

- A. This Agreement will commence on the Effective Date and will be effective for a term of 3 years ("Term").
- B. This Agreement may be renewed for one additional term of 3 years unless terminated as provided herein. If SISD intends to renew this Agreement, designated representative must send a notice of intent renew to the City at least 30 calendar days before the Term of this Agreement expires.

SECTION 3. NO INDEMNIFICATION.

- A. The Parties agree that neither Party will have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages arising from this Agreement.
- B. Each party must handle any claims resulting from their actions in this Agreement.
- C. Each Party agrees that each will be responsible for the acts or omissions of its respective representatives.

SECTION 4. TERMINATION.

A. This Agreement may be terminated as provided in this section.

1. **TERMINATION FOR CONVENIENCE.** Either party may terminate this Agreement for any reason by sending a written notice to the non-terminating party at least 15 calendar days before termination. All parties providing work under this Agreement will halt all work when the termination notice sent by the terminating party is received by the non-terminating party.
2. **TERMINATION BY EITHER PARTY FOR CAUSE.** Either party may terminate this Agreement if one party fails to fulfill the obligations set out in this Agreement. Before terminating this Agreement pursuant to this provision, the terminating party will provide written notice of intent to terminate enumerating the failures for which the termination is being sought and provide at least 30 calendar days to the non-terminating party to cure such failure.
3. **NON-APPROPRIATION OF FUNDS.** Resources for implementation of this Agreement may come from either party, depending upon budgetary availability. Neither party is obligated to expend any resources in connection with this Agreement unless specifically stated otherwise in the Agreement. No implementation of any portion of the Agreement may be initiated prior to the written assurance of such budgetary availability to the other party hereto. To the extent any external funding is required by a party in order to implement this Agreement and funding for such purposes is not appropriated to that party or is not otherwise available to the corresponding party, said party shall have no further financial obligations upon such determination. Should either party not have funding to carry out any obligations of a particular effort conducted under this Agreement, it shall immediately notify the other party of such fact and of such portions of the Agreement that may be deemed terminated or modified due to lack of funding.

SECTION 6. GENERAL PROVISIONS.

- A. **NO WAIVER.** Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- B. **INDEPENDENT CONTRACTOR RELATIONSHIP.** This Agreement does not create an employee-employer relationship between SISD and the City. As such, the City is not subject to the liabilities or obligations SISD obtains under the performance of this Agreement.

- C. **TIME IS OF THE ESSENCE.** The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement “**business days**” means Monday through Friday excluding City of El Paso holidays and “**calendar days**” means Monday through Sunday excluding City of El Paso holidays.
- D. **NOTICES.** The parties will send all notices required by this Agreement in writing, postmarked, and delivered by certified mail. All notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

To the City of El Paso: City of El Paso
Attn: Office of the City Manager
P. O. Box 1890
El Paso, Texas 79950-1890

With a Copy to: City of El Paso
Municipal Court
P. O. Box 1890
El Paso, Texas 79950-1890
Attn: Lilia Worrell, Director

To the Receiving Party: Socorro Independent School District
1180 Joe Battle Blvd.
Police Department Building
El Paso, Texas 79928
Attn: George Johnson, Chief of Police

Changes may be made to the above addresses and addressees through timely written notice provided to the other party.

- E. **CONFIDENTIALITY.** SISD acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- F. **GOVERNING LAW.** This Agreement is governed by Texas law.

- G. VENUE.** The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- H. SEVERABILITY.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- I. HEADINGS.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- J. COMPLIANCE WITH THE LAWS.** The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.
- K. AUDITING RECORDS FOR THE SPECIFIC PROJECT.** SISD will allow the City to inspect and copy all records pertaining to the parking citations provided in this Agreement.
- L. FORCE MAJEURE.** There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.
- M. SUCCESSORS AND ASSIGNS.** This Agreement is binding on the City and SISD, and SISD's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- N. THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries for this Agreement.
- O. PROVISIONS SURVIVING THIS AGREEMENT.** Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.
- P. REPRESENTATIONS AND WARRANTIES.** The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.

Q. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties named hereinabove as of the dates established below.

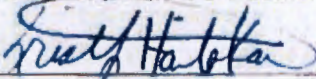
CITY OF EL PASO

Oscar Leaser
Mayor
Date: _____

ATTEST:

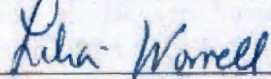
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



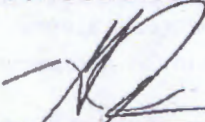
Kristen L. Hamilton-Karam
Deputy City Attorney

APPROVED AS TO CONTENT:



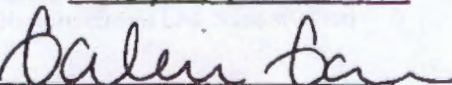
Lilia Worrell, Director
Municipal Court

**THE SOCORRO INDEPENDENT
SCHOOL DISTRICT:**



George Johnson
SISD Chief of Police

Date: 08/21/2023



Gabriela Garcia
Director of Purchasing

Date: 8/18/23