

STATE OF TEXAS §
 §
 COUNTY OF EL PASO §

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**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 El Paso County Sheriff's Office 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, 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.

2. SHERIFF'S OBLIGATIONS AND DUTIES.

- A. The Sheriff will ensure the incinerator and the associated facilities are safe and in good working condition.
- B. The Sheriff will be responsible for the operation of the incinerator and the destruction of the narcotics.
- C. The Sheriff will weigh all narcotics prior to burning and will weigh the ashes after burning. The Sheriff will provide the City with documentation of the weight of the narcotics destroyed.
- D. The Sheriff shall maintain complete and accurate records of the narcotics destroyed and other documents generated pursuant to this Agreement for a period of three (3) years after the destruction of the narcotics. The Sheriff shall permit and have readily available said records for inspection by the City.

3. COUNTY'S OBLIGATIONS AND DUTIES.

- A. The County agrees that any funds received under this Agreement shall be placed 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 OBLIGATIONS AND DUTIES.

- A. The City is responsible transporting the narcotics to the incinerator.
- B. The City must 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 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 throughout the burn, and thus, the City's officers must remain at the incinerator facility until all the narcotics is destroyed.

5. CONSIDERATION.

The City shall pay the County forty (40) cents per pound for the destruction of narcotics. The Sheriff shall send an invoice to the City after each burn for the total cost of the destruction of the narcotics. 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 agree to maintain the price of forty (40) cents per pound for the first year 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 Interlocal Agreement shall be effective on January 1, 2012, regardless of its date of execution, and shall terminate on September 30, 2012. 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 CITY: Ms. Joyce A. Wilson
City Manager
2 Civic Center Plaza
El Paso, Texas 79901
Fax (915) 541-4866

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 City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.
- C. All persons that 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 both parties.

Signatures on Following Two Pages

IN WITNESS WHEREOF this Interlocal Agreement has been executed by the County, by and through the County Judge, the Sheriff, and the City of El Paso, by and through the Mayor of the City of El Paso in the manner provided by law.

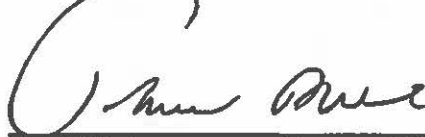
EL PASO COUNTY



County Judge Veronica Escobar

Date: 1/9/12

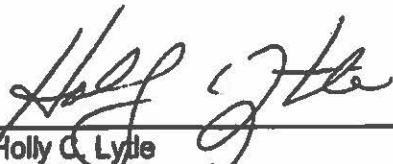
THE SHERIFF OF EL PASO COUNTY



Richard D. Wiles

Date: 1-4-12

APPROVED AS TO FORM:



Holly G. Lytle
Assistant County Attorney

ATTEST:




Delia Briones
County Clerk

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CITY OF EL PASO

APPROVED AS TO CONTENT:



John F. Cook
Mayor



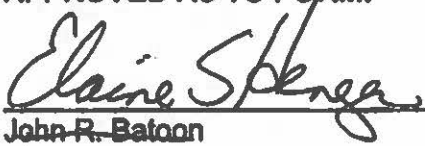
Gregory Allen
Chief of Police

ATTEST:



Richarda Duffy-Momson
City Clerk

APPROVED AS TO FORM:



John R. Batoon
Senior Assistant City Attorney

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