

**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:**

**CONTACT PERSON NAME:** Assistant Chief J.F. Briones #1609

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

**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 Inter-local Agreement between the City of El Paso and Texas Department of Public Safety to allow for a reimbursement program to compensate the City for travel and overtime expenses incurred by the Tactical Flight Officers assigned to the Department of Public Safety Aircraft Section. This agreement shall be effective on the date signed by the last party and will terminate on 08/31/2030 or when funding is depleted. The parties may also terminate this contract earlier upon mutual written consent or upon written request of either party with 30 calendar days written notice. Additionally, this contract has three optional one-year renewal periods. The total amount of this contract will not exceed \$160,000.00. The prior Inter-local Agreement was first signed between both parties on July 13, 2015.

**BACKGROUND / DISCUSSION:**

Through continued inter-agency cooperation the El Paso Police Department (EPPD) and the Texas Department of Public Safety (TXDPS) mutually identified the advantages of shared resourced to better serve law enforcement and public safety responds to both department's area of responsibility. TXDPS has invested in an aviation unit station in El Paso with limited personnel resources that are familiar with geographic layout of the City of El Paso and the EPPD Policing districts. With supplement of EPPD Personnel, both agencies will be able to effectively augment each other's law enforcement missions.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

The prior Inter-local Agreement was first signed between both parties on July 13, 2015.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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


N/A

NAME	AMOUNT (\$)

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

  
Exec. A/C Victor Zarur #1515

**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:

1. That the Mayor be authorized to sign the Interlocal Agreement between the City of El Paso and Texas Department of Public Safety to allow for a reimbursement program to compensate the City for expenses incurred by the Tactical Flight Officer assigned to Department of Public Safety's Aircraft Section.
2. That the reimbursement program is in the public interest of the residents of El Paso by enhancing the interagency cooperation between law enforcement aircraft and ground units.
3. That the City Manager or designee be authorized to sign any related paperwork to submit related invoices or receive reimbursement, and accept, reject, alter, or terminate the resulting reimbursement program, authorize budget transfers, and submit necessary revisions.

APPROVED this \_\_\_\_\_ of \_\_\_\_\_, 2025.

### THE 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:

  
Exec. A/C Victor Zarur #1515

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

## **INTERLOCAL COOPERATION CONTRACT**

### **I. CONTRACTING PARTIES AND AUTHORITY**

The Department of Public Safety ("DPS") and the City of El Paso, El Paso Police Department ("EPPD"), are contracting under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

### **II. DEFINITIONS**

- A. **Tactical Flight Officer (TFO):** The TFO is the vital link between the aircraft and the ground units. Through his or her knowledge of aircraft systems and police equipment, the TFO serves to assist in the successful outcome of the airborne mission.
- B. **TFO Reimbursement Program:** This Program allows for reimbursement to the TFO, for travel and overtime expenses incurred by the TFO assigned to DPS Aircraft Operation Division as a TFO.

### **III. BACKGROUND AND PURPOSE**

- A. DPS supplies travel and overtime reimbursement to EPPD to represent DPS at its Aircraft Operations Division location. The purpose of this Contract is to set out the terms and conditions under which EPPD will participate in conjunction with DPS in the TFO Reimbursement Program.
- B. This contract is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agency, the State of Texas, or the officers, employees, agents, or other associated personnel thereof.

### **IV. STATEMENT OF SERVICES**

DPS will perform or understands the following:

- A. To the extent it is reasonably practicable for DPS, and to the extent DPS has available personnel, cooperate fully with EPPD in any matter related to the purpose of this Contract.
- B. Provide training related to the TFO position as required by the DPS Aircraft Section policies and regulations.
- C. Meet with the assigned TFO's direct report EPPD supervisor regularly, but not less than twice a month.
- D. Provide a monthly schedule to the assigned TFO's direct EPPD supervisor on a date agreed to by both Parties. Any schedule changes during the month will be made in writing via e-mail to the assigned TFO's direct report supervisor to ensure time card accuracy.
- E. Allow the assigned TFO to maintain all EPPD mandated training requirements.
- F. Provide training to EPPD regional command patrol officers on the capabilities, deployment, and limitations in the coordinated use of DPS aviation and EPPD patrol operations.

EPPD will perform or understands the following:

- A. Assign 100% participation of no more than two Police Officers to the DPS Aircraft Operations Division in El Paso, Texas. The selection of personnel for the TFO positions will follow the EPPD's Transfer Policy in accordance with contractual obligations with the El Paso Municipal

Police Officers Association. A DPS Aircraft Section representative may sit in on the transfer boards as a subject matter expert relating to aircraft operations and regulations. The selection of personnel for the TFO positions will be presented and approved by and serve at the discretion of the DPS Aircraft Operations Division Chief Pilot. The assigned TFO shall comply with DPS uniform operational policies and procedures.

- B. EPPD shall obtain the prior written approval of DPS for out-of-state travel.
- C. The assigned TFO shall work a 40-hour workweek based on DPS scheduling. When practical, all overtime will be strictly limited to emergency situations and be approved in conjunction with an EPPD supervisor.
- D. Provide a direct report EPPD supervisor to handle the daily administrative documentation, e.g. daily activity logs, time cards, leave requests, injury documents, required by the City of Paso for the assigned TFO. This direct report supervisor will meet with a DPS Aviation Section supervisor on a regular basis, but no less than twice a month.

#### **V. CONTRACT AMOUNT AND BASIS FOR CALCULATING COSTS**

The total amount of this contract will not exceed \$160,000.00.

#### **VI. TERM OF CONTRACT AND AMENDMENTS**

This contract is effective on the date signed by the last party and will terminate on 08/31/2030 or when funding is depleted. The parties may also terminate this contract earlier upon mutual written consent or upon written request of either party with 30 calendar days written notice. Additionally, this Contract has three optional one-year renewal periods.

This contract may only be amended by mutual written agreement of the parties.

#### **VII. ENTIRE AGREEMENT**

This contract constitutes the entire contract between EPPD and DPS. No other contract, statement, or promise relating to the subject matter of this contract which is not contained in this contract is valid or binding.

#### **VIII. CHOICE OF LAW AND VENUE**

This contract shall be governed by the law of the State of Texas. Venue and jurisdiction of any litigation or right of cause of action under or in connection with this contract shall be exclusively in Travis County, Texas.

#### **IX. NO LIABILITY FOR EMPLOYEES AND OFFICERS**

Each party to this contract agrees that it shall have no liability for the actions or omissions of the other party's employees and officers, regardless of where the individual's actions or omissions occurred. Each party is solely responsible for the actions or omissions of its employees and officers; however, such responsibility is only to the extent required by Texas law. Where injury or property damage result from the joint or concurring acts or omissions of the parties, any liability shall be shared by each party in accordance with the applicable Texas law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of these parties and not for the benefit of any person or entity not a party to this contract; nor shall any provision of this contract be deemed a waiver of any defenses available by law.



## **X. NO JOINT ENTERPRISE**

The parties are associated with each other only for the purposes and to the extent set forth in this contract, and with respect to the performance hereunder, the parties are and shall be independent contractors. Nothing contained in this contract shall be deemed or construed to create a partnership or joint venture, to create the relationship of an employer-employee or principal-agent, or to create any liability for the parties whatsoever with respect to the indebtedness, liabilities, and obligations of the other party to this contract or any other party.

## **XI. NO APPARENT AGENCY**

Neither party has authority for or on behalf of the other except as provided in this contract. No other authority, power, partnership, or rights are granted or implied.

## **XII. AUDIT**

EPPD understands and agrees that acceptance of state funds under this contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds in accordance with Section 2262.154 of the Texas Government Code. EPPD further agrees to cooperate fully with the State Auditor's Office or DPS in the conduct of an audit or investigation, including providing all records requested. EPPD shall ensure that this clause concerning the State Auditor's Office or DPS' authority to audit state funds and the requirement to cooperate fully with the State Auditor's Office is included in any subcontract it may award. The State Auditor's Office or DPS shall, at any time, have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of EPPD relating to this contract. EPPD shall keep all records and documents regarding this contract for the term of this contract and for four (4) years after termination of this contract.

## **XIII. NOTICE**

The respective party will provide any required notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

### **If to DPS:**

Lisa Resendez  
Program Manager  
Department of Public Safety  
Aviation Operations Division  
10335 Golf Course Road  
Austin, Texas 78719  
512-424-0282  
[Lisa.Resendez@dps.texas.gov](mailto:Lisa.Resendez@dps.texas.gov)

### **If to EPPD:**

City Manager  
City of El Paso/El Paso Police Department  
300 N. Campbell  
El Paso, Texas 79901  
915-221-1061

#### **XIV. CERTIFICATIONS**

The parties certify that (1) the contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the parties are stated within the contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

<b>City of El Paso, Police Department Authorized Representative</b>	<b>Department of Public Safety of the State of Texas Authorized Representative</b>
<b>Mayor</b>	<b>Jason Taylor Lt. Colonel, Law Enforcement Operations</b>
<b>Signature of Authorized Representative</b>	<b>Signature of Authorized Representative</b>
<b>Date:</b>	<b>Date:</b>