

Oscar Leeser
Mayor

Tommy Gonzalez
City Manager



CITY COUNCIL
Brian Kennedy, District 1
Alexsandra Anello, District 2
Cassandra Hernandez, District 3
Joe Molinar, District 4
Isabel Salcido, District 5
Art Fierro, District 6
Henry Rivera, District 7
Chris Canales, District 8

AGENDA FOR THE REGULAR COUNCIL MEETING

February 07, 2023

**COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY
9:00 AM**

**THE LOCAL HEALTH AUTHORITY STRONGLY RECOMMENDS THE USE OF
MASKS IN ALL CITY FACILITIES AND INDOOR SPACES**

Teleconference phone number: 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 972-194-081#

AND

**AGENDA REVIEW MEETING
COUNCIL CHAMBERS, CITY HALL
300 N. CAMPBELL AND VIRTUALLY**

February 6, 2023

9:00 AM

Teleconference phone number: 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 856-098-405#

Notice is hereby given that an Agenda Review Meeting will be conducted on February 6, 2023 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on February 7, 2023 at 9:00 A.M. Members of the public may view the meeting via the following means:

Via the City's website. <http://www.elpasotexas.gov/videos>

Via television on City15,

YouTube: <https://www.youtube.com/user/cityofelpasotx/videos>

In compliance with the requirement that the City provide two-way communication for members of the public, members of the public may communicate with Council during public comment, and regarding agenda items by calling the following number:

1-915-213-4096 or Toll free number: 1-833-664-9267

At the prompt please enter the corresponding Conference ID:

Agenda Review, February 6, 2023 Conference ID: 856- 098-405#

Regular Council Meeting, February 7, 2023 Conference ID: 972-194-081#

The public is strongly encouraged to sign up to speak on items on this agenda before the start of this meeting on the following links:

For Call to the Public: <https://elpasotx.seamlessdocs.com/f/SpeakerSignUpFormPublic>

To speak on Agenda Items: <https://elpasotx.seamlessdocs.com/f/SpeakerSignUpFormItem>

The following members of City Council will be present via video conference:

Representative Cassandra Hernandez

A quorum of City Council must participate in the meeting.

ROLL CALL

INVOCATION BY EL PASO POLICE CHAPLAIN ROBERT HEMPHILL, JR. PH.D.

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

Teen Dating Violence Awareness Month

Numismatism Week

LULAC Week

NOTICE TO THE PUBLIC

All matters listed under the CONSENT AGENDA, including those on the Addition to the Agenda, will be considered by City Council to be routine and will be enacted by one motion unless separate discussion is requested by Council Members. Prior to the vote, members of the audience may ask questions regarding items on the consent agenda. When the vote has been taken, if an item has not been called out for separate discussion, the item has been approved. Council may, however, reconsider any item at any time during the meeting.

CONSENT AGENDA - APPROVAL OF MINUTES:

Goal 6: Set the Standard for Sound Governance and Fiscal Management

1. Approval of the Minutes of the Agenda Review Meeting of January 30, 2023 and the Special City Council Meeting of January 24, 2023. [23-229](#)

All Districts

City Clerk's Office, Laura D. Prine, (915) 212-0049

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS [23-112](#)

CONSENT AGENDA - RESOLUTIONS:

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

3. That the El Paso City Council authorizes the submission of the grant application to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 2950709, for the City of El Paso Police Department project identified as "State Homeland Security Program (SHSP) - MATRIX Fusion Center" to provide financial assistance to the City of El Paso. Requesting \$481,933.49. No cash match is required. The grant period will be from September 1, 2023 - August 31, 2024. [23-207](#)

All Districts

Police, Assistant Chief Humberto Talamantes, (915) 212-4309

4. The El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 2592810, for the City of El Paso Police Department project identified as "General Victim Services, FY2024" to provide financial assistance to the City of El Paso. Requesting \$153,410.40. With a cash match of \$38,352.60. For a total project amount of \$191,763.00. The grant period will be from October 1, 2023 - September 31, 2024. [23-208](#)

All Districts

Police, Assistant Chief Zina Silva, (915) 212-4306

Goal 3: Promote the Visual Image of El Paso

5. That the Solid Waste liens on the attachment posted with this agenda be approved (See Attachment A). [23-206](#)

Districts 1, 2, 3, 6, 8

Environmental Services, Ellen A. Smyth, (915) 212-6000

Goal 6: Set the Standard for Sound Governance and Fiscal Management

6. That District 5 Representative, Isabel Salcido, be appointed as a City [23-204](#)

Representative to the Transportation Policy Board for the Metropolitan Planning Organization to replace District 7 Representative, Henry Rivera; and that District 8 Representative, Chris Canales, be appointed as a City Representative to the Transportation Policy Board for the Metropolitan Planning Organization to replace former District 8 Representative, Cissy Lizarraga, effective immediately.

All Districts

Capital Improvement Department, Yvette Hernandez, (915) 212-1860

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

Goal 6: Set the Standard for Sound Governance and Fiscal Management

7. Marco Covarrubias to the Ethics Review Commission by Representative Alexsandra Annello, District 2. [23-226](#)
Members of the City Council, Representative Alexsandra Annello, (915) 212-0002

CONSENT AGENDA - BOARD APPOINTMENTS:

Goal 3: Promote the Visual Image of El Paso

8. Norma Rivera to the Open Space Advisory Board by Representative Cassandra Hernandez, District 3. [23-201](#)
Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

Goal 4: Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

9. Gracie Cain Viramontes to the Museums and Cultural Affairs Advisory Board by Representative Isabel Salcido, District 5. [23-231](#)
Members of the City Council, Representative Isabel Salcido, (915) 212-0005

Goal 8: Nurture and Promote a Healthy, Sustainable Community

10. Dr. Richard P. Petri, Jr. to the Veterans Affairs Advisory Committee by Mayor Oscar Leeser. [23-232](#)
Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

Goal 6: Set the Standard for Sound Governance and Fiscal Management

11. That the tax refunds listed on the attachment posted with this agenda be [23-215](#)

approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment B).

All Districts

Tax Office, Maria O. Pasillas, (915) 212-1737

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

Goal 5: Promote Transparent and Consistent Communication Amongst All Members of the Community

12. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Art Fierro in the amount of \$500.00 from Moises Bujanda; \$500.00 from Harold W. Hahn; \$500.00 from Rachel B. Harracksingh; \$1,000.00 from Stanley P. Jobe; \$1,000.00 from The Forma Group; \$1,000.00 from Joseph Moody; \$1,000.00 from Rogelio Lopez; \$1,000.00 from Robert L. Bowling IV; \$1,000.00 from Randal J. Bowling; \$1,000.00 from E.C. Houghton Jr.; \$2,500.00 from L. Frederick Francis. [23-230](#)
- Members of the City Council, Representative Art Fierro, (915) 212-0006

CONSENT AGENDA - BIDS:

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

13. The linkage to the Strategic Plan is subsection 2.3 - Increase Public Safety Operational Efficiency. [23-216](#)

Award Summary:

Discussion and action on the award of Solicitation 2023-0113R Regional

Catastrophic Consultant (Re-bid) to Innovative Emergency Management, Inc.,

for one (1) year term for an estimated amount of \$406,599.00. This contract will provide consulting services to the Fire Department to develop and conduct training, tabletop and functional exercises in accordance with the Homeland Security Exercise and Evaluation Program.

Contract Variance:

No contract variance, new contract.

Department:

Fire

Vendor:

Innovative Emergency Management,

Inc.,	Morrisville, NC
Item(s):	All
Term:	1 Year
Total Estimated Award:	\$406,599.00
Account No:	322-521000-2720-22130
-EMT2019GR	
Funding Source:	Supply Chain Resiliency Project
Grant Funds	
District(s):	All

This is a Request for Proposal, service contract.

The Purchasing & Strategic Sourcing and Fire Departments recommend award as indicated to Innovative Emergency Management, Inc., the highest ranked and sole proposer based on evaluation factors established for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Fire, Chief Jonathan P. Killings, (915)

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

Goal 4: Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

14. Discussion and action on a Resolution to waive the requirement of the Park Naming/Changing Guidelines following an event of historical or cultural significance, and hereby approves the naming of the Grandview Senior Center located at 3134 Jefferson Avenue as the "Wayne Thornton Community Center at Grandview." [23-233](#)

District 2

Members of the City Council, Representative Aleksandra Anello, (915) 212-0002

Goal 6: Set the Standard for Sound Governance and Fiscal Management

15. Discussion and action on a Resolution that the Mayor elects to appoint District 1 Representative, Brian Kennedy, to serve on the Texas Mayors of Military Communities Committee. [23-227](#)

All Districts

Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

16. Discussion and action on a Resolution that District 4 Representative, Joe Molinar, be appointed as the City's representative to the Texas Municipal League Board of Directors effective upon City Council approval. [23-228](#)

All Districts

CALL TO THE PUBLIC – PUBLIC COMMENT:

Call to the Public will begin at 12:00 p.m. Requests to speak must be received by 9:00 a.m. on the date of the meeting. Sixty minutes in total will be devoted for Call to the Public. This time is reserved for members of the public who would like to address the City Council on items that are not on the City Council Agenda.

Members of the public may communicate with Council during public comment, and regarding agenda items by calling 1-915-213-4096 or toll free number 1-833-664-9267 at the prompt please enter the following Conference ID: 972-194-081#

A sign-up form is available on line for those who wish to sign up in advance of the meeting at: <https://elpasotx.seamlessdocs.com/f/SpeakerSignUpFormPublic>

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development

17. The linkage to Strategic Plan is subsection 1.5 - Stimulate economic growth through transit and bridges integration. [23-219](#)

Award Summary:

Discussion and action on the award of Solicitation No. 2023-0134 Janitorial

Services - International Bridges to Ace Government Services, LLC, for an initial term of three (3) years for an initial estimated amount of \$604,422.00. The award also includes a two (2) year option for an estimated amount of \$402,948.00. The total amount of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$1,007,370.00. This contract will provide janitorial services to the International Bridges Department.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$227,329.20 for the initial term, which represents a 60.28% increase due to higher hourly rates and an increase in service hours required.

Department:	International Bridges
Award to:	Ace Government Services, LLC
	El Paso, TX
Item(s):	All
Initial Term:	3 Years

Option to Extend:	2 Years
Annual Estimated Award:	\$201,474.00
Initial Term Estimated Award:	\$604,422.00
Option Term Estimated Award:	\$402,948.00
Total Estimated Award:	\$1,007,370.00
Account No.:	564-3300-522060-64830
Funding Source	Maintenance Services Contract - Janitorial
District(s):	All

This is a Best Value, service contract.

The Purchasing & Strategic Sourcing and the International Bridges Departments recommend award as indicated to Ace Government Services, LLC, the highest ranked bidder based on evaluation factors established for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
International Bridges, Robert Tinajero, (915) 212-7509

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

18. Discussion and action on the award of Task Order #1K-1 for Solicitation 2022-0678, Veterans Park Recreational Center Renovations to Keystone Contractors & Engineers for a total estimated award of \$727,624.87. [23-210](#)

District 4

Capital Improvement Department, Yvette Hernandez (915) 212-1860
Purchasing and Strategic Sourcing, K. Nicole Cote, (925) 212-1092

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Goal 3: Promote the Visual Image of El Paso

19. An Ordinance amending Title 15, (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.160 (Mobile Billboards) of the El Paso City Code to extend the current permitting pilot program by one year. The penalty is as provided for in Section 15.08.160 of the El Paso City Code. [POSTPONED FROM 01-31-2023] [23-61](#)

All Districts

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Raul Garcia, (915) 212-1643

Goal 6: Set the Standard for Sound Governance and Fiscal Management

20. An Ordinance of the City Council of the City of El Paso, Texas, ordering a Special Election for the submission of Charter Amendments to Section 3.1 to [23-189](#)

allow District Representatives to appoint and remove District Office Staff; 3.18 to allow City Council to authorize leases for 40 years or less by Resolution or Ordinance; Section 3.5A to allow Council to reschedule meetings for holidays and allow the Mayor to cancel a Council meeting if required due to Declared Emergency; Section 3.9B, 3.10B, and 6.1-12 to align to State law and update obsolete references; Section 3.11 to remove the requirement for a second petition in initiatives, and provide a procedure for citizens to Initiate City Ordinances; Section 6.1-4 to authorize the City to create a policy regarding membership on the Civil Service Commission to reflect the community and City Workforce; Section 6.7-1 and 6.8-1 to allow the City to establish more flexible policies in hiring employees; Section 6.13-11D to establish the City contribution to the Police and Fire Pension Fund of no less than 18% of the wages of the participants, and remove the limit on the City's contribution; Section 3.20B to change the reporting structure for the Chief Internal Auditor to report directly to City Council; such election to be held within the City, on May 6, 2023; making provisions for the conduct of the election; and authorizing a contract with El Paso County to furnish election services and equipment; providing for severability and setting an effective date.

All Districts

Communications and Public Affairs, Laura Cruz-Acosta, (915) 212-1061

21. An Ordinance of the City Council of the City of El Paso, Texas, ordering a Special Election for the submission of Charter Amendments listed in the petition received pursuant to Texas Local Government Code Section 9.004 to create Article IX (Climate Policy) Sections 9.1 (Climate Policy); 9.2 (Definitions); 9.3 (Climate Director); 9.4 (Climate Department); 9.5 (Climate Impact of City Decisions); 9.6 (Tracking Climate Emissions); 9.7 (Climate Jobs); 9.8 (Solar Energy); 9.9 (Renewable Energy Goals); 9.10 (Municipalization of El Paso Electric); 9.11 (Climate Disaster Mitigation, Preparedness and Response); 9.12 (Water Conservation); 9.13 (Elimination of Impediments to Renewable Energy); 9.14 (Climate Commission); 9.16 (Severability).

[23-190](#)

All Districts

City Clerk's Office, Laura D. Prine, (915) 212-0049

REGULAR AGENDA - OTHER BUSINESS:

Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development

22. Discussion and action that the Director of Aviation is authorized to create and amend policies for the lease of the El Paso Makes: Innovation Factory and buildings within the Advanced Manufacturing Campus; to execute, amend and administer these leases approved by the City Attorney's Office as to form; authorized to execute any Memorandum of Understanding (MOU) or similar agreements, approved by the City Attorney's Office as to form, with community partners for their use of space at the Advanced Manufacturing Campus; that the Director of Economic Development is authorized to create a policy to use the appropriated Coronavirus State and Local Fiscal Recovery Funds to assist small businesses located at the Innovation Factory; that the City Manager, or designee(s), is authorized to perform any budget transfers and execute any

[23-211](#)

related documents required to effectuate the intent of this resolution.

All Districts

Economic and International Development, Elizabeth K. Triggs, (915) 212-0094
Aviation, Sam Rodriguez, (915) 212-7301

23. Discussion and action requesting City Council support for the submission of the staff recommended Five Points Reconstruction and Paso Del Norte & Stanton Bridges Feasibility Study grant applications to the FY23 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) federal discretionary grant program administered by the Department of Transportation (DOT) and intended to help communities build transportation projects that have significant local or regional impact and improve safety and equity.

[23-212](#)

Districts 2 and 8

Economic and International Development, Omar L. Martinez, (915) 479-0341
Economic and International Development, Elizabeth Triggs, (915) 212-0094

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

24. Discussion and action that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and El Paso MHMR d/b/a Emergence Health Network for the purpose of continuing to operate a Crisis Intervention Team ("CIT") in the City of El Paso.

[23-106](#)

All Districts

Police, Assistant Chief Peter Pacillas, (915) 212-4308

25. Discussion and action that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and Emergence Health Network (EHN) with the mutual benefits to establish a mechanism for diversion of mental health crisis diversions from the 9-1-1 system to EHN.

[23-213](#)

All Districts

Fire, Chief Jonathan P. Killings, (915) 493-5609

26. Discussion and action that the Mayor be authorized to sign an Interlocal Agreement (the "Agreement") by and between the City of El Paso ("City") and County of El Paso, Texas ("County") for funding of the Office of Emergency Management ("OEM") from November 1, 2022 through October 31, 2023, subject to automatic renewal for four (4) additional one (1) year periods. The total costs and expenses for the Office of Emergency Management is presently \$818,353.46; pursuant to the Agreement, the City will pay 79% (\$646,499.23), the County shall assume 21% (\$171,854.23). For each additional renewal year thereafter, the City's corresponding percentage shall decrease by 1%, and the County's percentage shall increase by 1%.

[23-205](#)

All Districts

Fire, Chief Jonathan P. Killings, (915) 493-5609

Goal 3: Promote the Visual Image of El Paso

27. Discussion and action on a Resolution to authorize the City Manager or a designee to enter into contracts and amendments to contracts to carry out the 2023 Public Art Plan. [23-103](#)

All Districts

Museums and Cultural Affairs, Ben Fyffe, (915) 212-1766

Goal 6: Set the Standard for Sound Governance and Fiscal Management

28. Presentation, discussion, and action on the FY 2022-2023 First Quarter Financial Report and to authorize the City Manager or his designee to execute the necessary budget transfers, not to exceed \$750,000, for a Special Election proposed to be held on May 6, 2023. [23-214](#)

All Districts

City Manager's Office, Robert Cortinas, (915) 212-1092

EXECUTIVE SESSION

The following members of City Council will be present via video conference:

Representative Cassandra Hernandez

The City Council of the City of El Paso may retire into EXECUTIVE SESSION pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Chapter 551, Subchapter D, to discuss any of the following: (The items listed below are matters of the sort routinely discussed in Executive Session, but the City Council of the City of El Paso may move to Executive Session any of the items on this agenda, consistent with the terms of the Open Meetings Act and the Rules of City Council.) The City Council will return to open session to take any final action and may also, at any time during the meeting, bring forward any of the following items for public discussion, as appropriate.

Section 551.071	CONSULTATION WITH ATTORNEY
Section 551.072	DELIBERATION REGARDING REAL PROPERTY
Section 551.073	DELIBERATION REGARDING PROSPECTIVE GIFTS
Section 551.074	PERSONNEL MATTERS
Section 551.076	DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS
Section 551.087	DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS
Section 551.089	DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED MEETING

Goal 6: Set the Standard for Sound Governance and Fiscal Management

Discussion and action on the following:

- EX1.** Application of El Paso Electric Company to Amend its Certificate of Convenience and Necessity Regarding Generating Unit 6 at the Newman Generating Station. Public Utility Commission of Texas Docket No. 54605. [23-221](#)

Matter No. 22-1008-205 (551.071)

City Attorney's Office, Donald Davie, (915) 212-0033

EX2. Proposed Facility Lease in Central El Paso and Anticipated El Paso Electric regulatory compliance filing. Matter No. 21-1003-1222 (551.071) (551.072) [23-234](#)

Airport, Sam Rodriguez, (915) 212-7301

EX3. Discussion and action regarding the potential sale/purchase, exchange, lease, or value of real property located in Downtown El Paso. Matter No. 16-1040-1083.046 (551.071) (551.072). [23-224](#)

Economic and International Development, Mary Lou Espinoza, (915) 212-0065

EX4. EPWU, Texas v. New Mexico, Original No. 141. Matter No. 13-1009-059 (551.071) [23-225](#)

City Attorney's Office, Karla M. Nieman, (915) 212-0033

ADJOURN

NOTICE TO THE PUBLIC:

Sign Language interpreters are provided for regular City Council meetings. If you need Spanish Interpreter Services, you must email CityClerk@elpasotexas.gov at least 72 hours in advance of the meeting.

ALL REGULAR CITY COUNCIL AGENDAS ARE PLACED ON THE INTERNET ON THURSDAY PRIOR TO THE MEETING AT THE ADDRESS BELOW:

<http://www.elpasotexas.gov/>



Legislation Text

File #: 23-229, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

City Clerk's Office, Laura D. Prine, (915) 212-0049

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Approval of the Minutes of the Agenda Review Meeting of January 30, 2023 and the Special City Council Meeting of January 24, 2023.

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER



CITY COUNCIL
BRIAN KENNEDY, DISTRICT 1
ALEXSANDRA ANNELLO, DISTRICT 2
CASSANDRA HERNANDEZ DISTRICT 3
JOE MOLINAR, DISTRICT 4
ISABEL SALCIDO, DISTRICT 5
ART FIERRO DISTRICT 6
HENRY RIVERA, DISTRICT 7
CHRIS CANALES, DISTRICT 8

**AGENDA REVIEW MINUTES
COUNCIL CHAMBERS AND VIRTUALLY
CITY HALL, 300 N. CAMPBELL
January 30, 2023
9:00 A.M.**

.....
The City Council met at the above place and date. Meeting was called to order at 9:01 a.m. Mayor Leeser present and presiding. The following Council Members answered roll call: Brian Kennedy, Alexsandra Anello, Joe Molinar, Art Fierro, Henry Rivera, and Chris Canales. Late arrival: Isabel Salcido at 9:02 a.m. Cassandra Hernandez requested to be excused.

The agenda items for the January 31, 2023, Regular City Council meeting were reviewed.
.....

ITEMS 9 AND 10 WERE REVIEWED TOGETHER

9. CONSENT AGENDA – RESOLUTIONS

That the City Manager or designee is authorized to submit the State Homeland Security grant application number 3221407 for the project titled "El Paso-Urban Planner" through the Texas Office of the Governor including all related paperwork, included but not limited to, authorization of budget transfers, and/or revision to the operation plan, and to accept, reject, amend, correct, and/or terminate the grant in the amount of \$90,193.11 for the period from September 1, 2023 through August 31, 2024 for a Lead Planner; and that the City shall provide all applicable matching funds for said grant if applicable; and that in the event of loss or misuse of the grant funds, the City assures that it will return the funds to the Office of the Governor in full.

10. CONSENT AGENDA – RESOLUTIONS

That the City Manager or designee is authorized to submit the State Homeland Security Program grant application number 2951009 for the project titled "Sustainment of Fire Department Special Response Teams" through the Texas Office of the Governor including all related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, correct, and/or terminate the grant in the amount of \$243,117.00 for the period from September 1, 2023 through August 31, 2024, for the project that supports Regional Hazardous Materials Team, Urban Search and Rescue Team, Type III Incident Management Team; and that the City shall provide all applicable matching funds for said grant if applicable; and that in the event of loss or misuse of the grant funds, the City assures that it will return the funds to the Office of the Governor in full.

Mayor Leeser and Representative Anello questioned the following City staff members:

- Fire Chief Jonathan Killings
 - Mr. Tommy Gonzalez, City Manager
 - Ms. Laura D. Prine, City Clerk
-

14. CONSENT AGENDA – RESOLUTIONS

Approve a Resolution authorizing the Mayor to Execute the Mayor's certificate and the general certificate of the City in connection with the issuance by the El Paso Housing Finance Corporation Multifamily Housing Revenue Bonds (Columbia Apartments) Series 2023.

Representative Annello questioned the following City consultant:

- Mr. Norman J. Gordon, Outside Counsel

.....
ITEMS 19 THROUGH 22 WERE REVIEWED TOGETHER

19. CONSENT AGENDA – BOARD APPOINTMENTS

Representative Alexandra Annello to the Financial Oversight and Audit Committee by Mayor Oscar Leeser.

20. CONSENT AGENDA – BOARD APPOINTMENTS

Representative Brian P. Kennedy to the Financial Oversight and Audit Committee by Mayor Oscar Leeser.

21. CONSENT AGENDA – BOARD APPOINTMENTS

Representative Art Fierro to the Financial Oversight and Audit Committee by Mayor Oscar Leeser.

22. CONSENT AGENDA – BOARD APPOINTMENTS

Representative Joe Molinar to the Financial Oversight and Audit Committee by Mayor Oscar Leeser.

Mayor Leeser and Representative Rivera commented.

29. CONSENT AGENDA – REQUEST TO ISSUE PURCHASE ORDERS

.....
The award of Solicitation 2023-0165 Police Motorcycle Parts, Service and Maintenance to Santa Teresa Motorsports, for a term of three (3) years for an estimated amount of \$270,000.00. This contract will allow for the maintenance of motorcycles for the Police Department.

Contract Variance:

There is no contract variance compared to the previous contract.

Department:	Streets and Maintenance
Award To:	Santa Teresa Motorsports
	Santa Teresa, NM
Initial Term:	3 Years
Annual Estimated Award:	\$90,000.00 (1 Year)
Total Estimated Award:	\$270,000.00 (3 Years)
Account No.:	532 - 3600 - 531210 - 37020 - P3701 (Parts)
	532 - 3600 - 531250 - 37020 - P3701 (Service)
Funding Source:	Internal Service Fund
District(s):	All

This is a Non-Competitive, service contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Santa Teresa Motorsports.

Mayor Leeson commented.

.....
37. REGULAR AGENDA – FIRST READING OF ORDINANCES

An Ordinance of the City Council of the City of El Paso, Texas, ordering a Special Election for the submission of Charter Amendments to Section 3.1 to allow District Representatives to appoint and remove District Office Staff; 3.18 to allow City Council to authorize leases for 40 years or less by Resolution or Ordinance; Section 3.5A to allow Council to reschedule meetings for holidays and allow the Mayor to cancel a Council meeting if required due to Declared Emergency; Section 3.9B, 3.10B, and 6.1-12 to align to State law and update obsolete references; Section 3.11 to remove the requirement for a second petition in initiatives, and provide a procedure for citizens to Initiate City Ordinances; Section 6.1-4 to authorize the City to create a policy regarding membership on the Civil Service Commission to reflect the community and City Workforce; Section 6.7-1 and 6.8-1 to allow the City to establish more flexible policies in hiring employees; Section 6.13-11D to establish the City contribution to the Police and Fire Pension Fund of no less than 18% of the wages of the participants, and remove the limit on the City's contribution; Section 3.20B to change the reporting structure for the Chief Internal Auditor to report directly to City Council; such election to be held within the City, on May 6, 2023; making provisions for the conduct of the election; and authorizing a contract with El Paso County to furnish election services and equipment; providing for severability and setting an effective date.

Representatives Kennedy and Anello questioned the following City staff members:

- Ms. Laura Cruz-Acosta, Strategic Communications Director
- Ms. Karla Nieman, City Attorney

.....
41. REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS

Discussion and action on the award of Solicitation 2023-0239 Ford Proprietary Parts and Service to Casa Ford, Inc., for a term of three (3) years for an estimated amount of \$2,055,000.00. This contract will allow for the purchase of Ford Proprietary parts and service for the Fleet Division.

Contract Variance:

There is no contract variance compared to the previous contract.

Department:	Streets and Maintenance
Vendor:	Casa Ford, Inc. El Paso, TX
Initial Term:	3 years
Annual Estimated Award:	\$685,000.00 (1 year)
Total Estimated Award:	\$2,055,000.00 (3 years)
Account No.:	532 - 3600 - 531210 - 37020 - P3701 (Parts) 532 - 3600 - 531250 - 37020 - P3701 (Service)
Funding Source:	Internal Service Fund
District(s):	All

This is a Non-Competitive, service contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Casa Ford, Inc.

Mayor Leeser and Representative Rivera questioned the following City staff members:

- Ms. Gretchen Garcia, Senior Procurement Analyst
- Ms. Nicole Cote, Managing Director for Office of Management and Budget and Purchasing and Strategic Sourcing

.....
ITEMS 43 AND 44 WERE TAKEN TOGETHER

43. REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES

An Ordinance amending Title 15, (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.160 (Mobile Billboards) of the El Paso City Code to extend the current permitting pilot program by one year. The penalty is as provided for in Section 15.08.160 of the El Paso City Code.

44. REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES

An Ordinance amending Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.150 (Shared Mobility Devices), to extend the current permitting pilot program by one year. The penalty is as provided in Section 15.08.150 of the El Paso City Code.

Representative Canales questioned the following City staff members:

- Mr. Raul Garcia, Planning and Inspections Project Manager
- Ms. Karla Nieman, City Attorney
- Ms. Armida Martinez, Lead Planner

.....
49. REGULAR AGENDA – OTHER BUSINESS

Discussion and action on a Resolution approving capital improvements totaling approximately \$7,930,335.00, updating the document known as the “Five Year Capital Maintenance Improvement Plan for the Ballpark” for FY2023 through FY2027 and approving the use of 5-year ballpark revenues and proceeds from the sale of capital assets as funding sources for the Plan and authorizing the City Manager to make all necessary budget transfers to complete the improvements. Funding sources are from 5 Year Ballpark Revenue \$5,851,983 and Proceeds from the Sale of Capital Assets \$2,078,352.

Mayor Leeser and Representative Annello questioned the following City staff members:

- Mr. Jerry DeMuro, Capital Improvement Department Assistant Director
- Mr. Tommy Gonzalez, City Manager
- Mr. Sam Rodriguez, Chief Financial Officer

.....
Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **ADJOURN** this meeting at 9:41 a.m.

AYES: Representatives Kennedy, Annello, Molinar, Salcido Fierro, Rivera, and Canales

NAYS: None

ABSENT: Representative Hernandez

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER



CITY COUNCIL
BRIAN KENNEDY, DISTRICT 1
ALEXSANDRA ANNELLO, DISTRICT 2
CASSANDRA HERNANDEZ, DISTRICT 3
JOE MOLINAR, DISTRICT 4
ISABEL SALCIDO, DISTRICT 5
ART FIERRO, DISTRICT 6
HENRY RIVERA, DISTRICT 7
CHRIS CANALES, DISTRICT 8

**SPECIAL CITY COUNCIL MEETING MINUTES
CITY HALL, 300 N. CAMPBELL
COUNCIL CHAMBERS AND VIRTUAL
JANUARY 24, 2023
9:00 AM**

.....
The City Council of the City of El Paso met at the above place and date. Meeting was called to order at 9:02 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Alexsandra Anello, Joe Molinar, Isabel Salcido, Art Fierro, and Henry Rivera. Chris Canales participated via videoconference. Late arrivals: Brian Kennedy at 9:03 a.m. and Cassandra Hernandez at 9:07 a.m.
.....

AGENDA

-
1. Discussion and action on the Charter Election and amendments.

The following staff members presented a PowerPoint presentation (copy on file in the City Clerk's Office) and/or responded to questions.

- Ms. Laura Cruz-Acosta, Strategic Communications Director
- Ms. Kristen Hamilton-Karam, Senior Assistant City Attorney.
- Ms. Laura D. Prine, City Clerk
- Ms. Karla Nieman, City Attorney

Mayor Leeser and Representatives Kennedy, Anello, Hernandez, Fierro, Rivera, and Canales commented.

The following members of the public commented:

1. Richard Dayoub
2. Miguel Escoto
3. Jesus Reyes
4. Angel Ulloa
5. Charlyne Hill
6. Nick Hantzopoulos
7. Sapphire Ortega
8. Jose Miguel Reyes
9. Veronica Carbajal
10. Vanessa Medrano, statement was read into the record
11. Ana Fuentes
12. Atziri Reyes

- 13. Josh Simmons
- 14. Dr. Rick Bonart
- 15. Ivonne Diaz
- 16. David Guzman

1ST MOTION

Motion made, seconded, and unanimously carried to suspend the rules of order to allow additional speakers after the sign-up period.

2ND MOTION

Motion made by Mayor Pro Tempore Anello, seconded by Representative Molinar, and carried to **AMEND** the proposed language for Amendment #4 Article III Section 3.11 Initiative to **STRIKE** out the word “five” to read as follows:

“Any five registered voter or group of registered voters, referred to in this section as the committee, may initiate an ordinance that complies with federal, state, and local law by filing with the City Clerk a statement that they intend to circulate a petition, however ...”

AYES: Representatives Kennedy, Anello, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: Representative Hernandez

3RD MOTION

Motion made by Mayor Pro Tempore Anello, seconded by Representative Molinar, and carried to **DIRECT** staff to return with wording to clarify the language for the appropriation or allocation of City funds under the proposed language for Amendment #4 Article III Section 3.11 Initiative.

AYES: Representatives Kennedy, Anello, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: Representative Hernandez

4TH MOTION

Motion made by Mayor Pro Tempore Anello, seconded by Representative Molinar, and carried to **AMEND** the proposed language for Amendment #4 Article III Section 3.11 Initiative ***“to cap the required number of signatures for an initiative petition at 10,000 signatures”***.

AYES: Representatives Kennedy, Anello, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: Representative Hernandez

5TH MOTION

Motion made by Representative Fierro, seconded by Representative Molinar, and carried to **DELETE** Amendment #8 Article IV regarding Section 4.1B Powers of the Mayor to clarify the role of intergovernmental relationships, and review “break tie votes” to allow the Mayor to vote on all matters before the City Council.

AYES: Representatives Kennedy, Anello, Molinar, and Fierro

NAYS: Representatives Hernandez, Salcido, Rivera, and Canales

THE MAYOR BROKE THE TIE BY VOTING “AYE”.

6TH MOTION

Motion made by Representative Fierro, seconded by Representative Anello, and carried to

DELETE Amendment #10 Article VI regarding Section 6.2 Division of the City Service 6.2-2 relating to Unclassified Services and 6.2-3 relating to appointment and removal of unclassified personnel to amend to align the person carrying out the role of civil service commission recorder with all other unclassified City employees who may be removed by the City Manager or designee in accordance with the City Charter.

AYES: Representatives Kennedy, Anello, Molinar, and Fierro

NAYS: Representatives Hernandez, Salcido, Rivera, and Canales

THE MAYOR BROKE THE TIE BY VOTING "AYE".

7TH MOTION

Motion made by Representative Canales, seconded by Representative Kennedy, and carried to **AMEND** the proposed language for Amendment #4 Article III Section 3.11 Initiative to **INSERT** the words "a uniform election no later than" before "at the next" and **INSERT** the words "meeting all deadlines" after "State law" to read as follows:

If Council does not adopt, or adopts the proposed ordinance in an amended form, the City Clerk thereafter must place the proposed ordinance on the ballot at ***a uniform election no later than at the next citywide general election specified in State law, meeting all deadlines.***

AYES: Representatives Kennedy, Anello, Hernandez, Salcido, Fierro, Rivera, and Canales

NAYS: Representative Molinar

8TH MOTION

Motion made by Representative Canales, seconded by Representative Kennedy, and unanimously carried to **DIRECT** staff to return with recommended ballot language to incorporate the words ***"to change the qualification requirements for Civil Service Commissioners to"*** on the proposed ballot language to Amendment #9 Article VI Section 6.1-4 Civil Service Commission.

AYES: Representatives Kennedy, Anello, Salcido, Fierro, and Canales

NAYS: Representatives Hernandez, Molinar, and Rivera

9TH MOTION

Motion made by Representative Canales, seconded by Representative Anello, and carried to **AMEND** the proposed ballot language for Amendment #11 Article VI Section 6.7-1 and 6.8-1 Civil Service Commission to add the words ***"to remove the requirement for examinations"*** to reads as follows:

Should Sections 6.7-1 be deleted and 6.8-1 relating to Examinations of the City Charter be amended ***to remove the requirement for examinations and*** allow the City to establish policies and procedures for the promotion of City employees?

AYES: Representatives Kennedy, Anello, Salcido, Fierro, and Canales

NAYS: Representatives Hernandez, Molinar, and Rivera

10TH MOTION

Motion made by Representative Hernandez, seconded by Representative Rivera, and unanimously carried to **APPROVE** the proposed language for Amendment #4 Section 3.11

Ordering an Election to insert the words “the governing body” to read as follows:

If Council does not adopt, or adopts the proposed ordinance in an amended form, **the governing body** will order an election and submit the ordinance to a vote at a regular or special election to be held on the next allowable election date authorized by state law after the certification to the council. If the proposal receives the favorable vote of a majority of those voting in that election it shall thereupon become a City ordinance.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Rivera, Fierro, and Canales

NAYS: None

11TH MOTION

Motion made by Representative Hernandez, seconded by Representative Kennedy, and carried to **APPROVE** the proposed language for Amendment #4 Section 3.11 Amending or Repealing of Initiative Ordinances to **insert** the words “*provided, however, that no ordinance adopted at the polls under the initiative shall be amended or repealed by the council within one year of adoption*” to read as follows:

Initiative ordinances adopted or approved by the electors shall be published and may be amended or repealed by the council, as in the case of other ordinances; **provided, however, that no ordinance adopted at the polls under the initiative shall be amended or repealed by the council within one year of adoption.**

AYES: Representatives Kennedy, Annello, Hernandez, Salcido, Rivera, Fierro, and Canales

NAYS: Representative Molinar

12TH MOTION

Motion made by Representative Rivera, seconded by Representative Salcido, and carried to **AMEND** the proposed language for Amendment #4 Section 3.11 to **strike out** “*within thirty working days*” and **insert** “*without delay, but no more than 60 City Clerk office working days*” to read as follows:

- The City Clerk shall review the petition **without delay, but no more than 60 City Clerk working days**, to verify it meets all requirements, and if authenticated with the required number of signatures, must place that ordinance on the agenda of a Council meeting to be held within thirty working days of the authentication by the City Clerk, of the petition bearing the authenticated names and addresses of the petitioners. Such an item shall be treated by the Council exactly as any other proposed ordinance.

AYES: Representatives Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: Representatives Kennedy and Annello

13TH MOTION

Motion made by Representative Canales, seconded by Representative Annello, and carried to **AMEND** the proposed ballot language for Amendment #4 Article III Section 3.11 Initiative relating to the initiative petition of the City Charter to read:

Should section 3.11 relating to the initiative petition of the City Charter be amended to remove the requirement for a second petition, to institute a process for the public to initiate a City

ordinance, and to clarify that no ordinance may be initiated through this process regarding allocation or appropriation of City funds, zoning or rezoning, levy of taxes, setting utility rates, purchase or sale of an interest in real property, or granting a franchise?

(With the ultimate language to be adjusted after staff makes recommendations to clarify the proposed amended language regarding allocation or appropriation of City funds).

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, and Canales

NAYS: Representatives Hernandez and Rivera

14TH MOTION

Motion made by Representative Annello, seconded by Representative Rivera, and carried to **DELETE** Amendment #1 Article II regarding Section 2.2C of the City Charter, relating to term limits, to amend to provide that a person who serves an unexpired term due to a council member vacancy be allowed to serve two full four-year terms, regardless of whether it results in more than ten years.

AYES: Representatives Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: Representatives Kennedy and Hernandez

15TH MOTION

Motion made by Representative Hernandez, seconded by Representative Rivera, and unanimously carried to **APPROVE**, all the Proposed Charter Amendments as **REVISED**.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

16TH MOTION

Motion made by Mayor Pro Tempore Annello, seconded by Representative Molinar, and unanimously carried to **RECONSIDER** item number 1.

17TH MOTION

Motion made by Representative Kennedy, seconded by Representative Molinar, and carried to **ADD** a Charter Amendment to **CHANGE** the reporting structure of the Internal Auditor, Police Chief, and Fire Chief from the City Manager's supervision to the City Council's purview.

AYES: Representatives Kennedy, Annello, Molinar, Canales and Mayor Leeser

NAYS: Representatives Hernandez, Salcido, Fierro, Rivera

THE MAYOR BROKE THE TIE BY VOTING "AYE".

18TH MOTION

Motion made by Representative Kennedy, seconded by Representative Molinar, to **ADD** a Charter Amendment to require that the hiring of the Deputy City Managers require the consent of City Council.

AYES: Representatives Kennedy, Molinar, and Fierro

NAYS: Representatives Annello, Hernandez, Salcido, Rivera, and Canales

THE MOTION FAILED.

19TH MOTION

Motion made by Representative Annello, seconded by Representative Molinar, and unanimously carried to **RECONSIDER** motion 17.

20TH MOTION

Motion made by Representative Kennedy, seconded by Representative Rivera, and unanimously carried to **RECONSIDER** the motion amending the reporting structure of the Internal Auditor, Police Chief, and Fire Chief.

21ST MOTION

Motion made by Representative Kennedy, seconded by Representative Annello, and carried to **ADD** a Charter Amendment to change the reporting structure of the Internal Auditor so the position reports directly to City Council.

AYES: Representatives Kennedy, Annello, Molinar, Salcido, Fierro, and Canales

NAYS: Representatives Hernandez and Rivera

22ND AND FINAL MOTION

Motion made by Representative Kennedy, seconded by Representative Annello, to **ADD** a Charter Amendment to change the reporting structure so that the Police and Fire departments report to City Council.

AYES: Representatives Kennedy and Annello

NAYS: Representatives Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: **THE MOTION FAILED.**

-
2. Discussion and action on the Petition received for amendments to the City Charter entitled "Climate Charter for the City of El Paso."

The following staff members presented a PowerPoint presentation (copy on file in the City Clerk's Office) and/or responded to questions.

- Ms. Kristen Hamilton-Karam, Senior Assistant City Attorney
- Ms. Laura D. Prine, City Clerk
- Ms. Laura Cruz-Acosta, Strategic Communications Director
- Mr. Sam Rodriguez, Chief Operations Officer
- Ms. Karla Nieman, City Attorney
- Mr. Tommy Gonzalez, City Manager
- Mr. Robert Cortinas, Chief Financial Officer

Mayor Leeser and Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, and Canales commented.

The following members of the public commented:

1. Richard Dayoub
2. Elizabeth O'Hara
3. Miguel Escoto
4. Michael Siegel
5. Jesus Reyes

6. Kenneth Bell, statement was read into the record
7. Matthew Rodriguez
8. Angel Ulloa
9. Aleena Mania, statement was read into the record
10. Sandy Oglesby, statement was read into the record
11. Wesley Lawrence
12. Teresa M. Rodriguez, statement was read into the record
13. Jonathan Gamez, statement was read into the record
14. Christian Marquardt
15. Robert Heimer
16. Adam Pacheco
17. Graciela Blandon
18. Brandon Sharples
19. Aby Perea
20. Sapphire Ortega, statement was read in to the record
21. Jose Miguel Reyes
22. Jim Schichtl
23. Andrew Segura
24. Kathleen Staudt, statement was read into the record
25. Alyssa Garza, statement was read into the record
26. Brendan Warner, statement was read into the record
27. Lorena Ramirez
28. Crystal Moran, statement was read into the record
29. Veronica Carbajal
30. Vanessa Medrano, statement was read into the record
31. Ana Fuentes
32. Rachel Ortega, statement was read into the record
33. Atziri Reyes
34. Izabella Correa
35. Josh Simmons
36. Brianna Lucero, statement was read into the record
37. Alejandro Ruiz, statement was read into the record
38. Brianna Alvarado, statement was read into the record
39. Laurie Marshall
40. Sarah Cervantes, statement was read into the record
41. Alhely Escoto, statement was read into the record
42. Carmen Rodriguez, statement was read into the record

Motion made by Mayor Pro Tempore Annello, seconded by Representative Canales, and carried to **MOVE FORWARD with the Climate Petition as one proposition on the ballot.**

AYES: Representatives Annello, Molinar, Salcido, Fierro, and Canales

NAYS: Representatives Kennedy, Hernandez, and Rivera

3.

RESOLUTION

WHEREAS, pursuant to the City's 2023 calendar year City Council regular meeting schedule, City Council is scheduled to meet on Tuesday, February 14, 2023; and

WHEREAS, Due to "El Paso Days" being held in Austin the week of February 13, 2023

and several Council Members planned participation in such event, the City Council desires to reschedule the February 14, 2023 meeting to Tuesday, February 7, 2023; and

WHEREAS, the City will resume its regular meetings of the City Council for the 2023 calendar year on Tuesday, February 28, 2023, with Agenda Review and Work Session on Monday, February 27, 2023.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL AS FOLLOWS;

That in conformity with Section 3.5A of the City Charter, the regular City Council meeting scheduled on February 14, 2023 is hereby cancelled due to lack of quorum, and reset for Tuesday, February 7, 2023, and that the regular meetings of the City Council for the 2023 calendar year will resume on February 28, 2023 with the Agenda Review and Work Session on February 27, 2023.

All City Council Rules and Procedures not expressly modified herein remain in full force and effect.

Mayor Pro Tempore Annello commented.

Motion made by Mayor Pro Tempore Annello, seconded by Representative Hernandez, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

.....
ADJOURN

Motion made by Mayor Pro Tempore Annello, seconded by Representative Rivera and unanimously carried to **ADJOURN** the meeting at 3:55 p.m.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-112, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

*Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.*

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS



Legislation Text

File #: 23-207, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Police, Assistant Chief Humberto Talamantes, (915) 212-4309

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

That the El Paso City Council authorizes the submission of the grant application to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 2950709, for the City of El Paso Police Department project identified as "State Homeland Security Program (SHSP) - MATRIX Fusion Center" to provide financial assistance to the City of El Paso. Requesting \$481,933.49. No cash match is required. The grant period will be from September 1, 2023 - August 31, 2024.

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

DEPARTMENT: Police

AGENDA DATE: February 7, 2023

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER:

Assistant Chief Humberto Talamantes, (915)212-4309

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: NO. 2: Set the Standard for a Safe and Secure City

SUBGOAL: 2.1 Maintain standing as one of the nation's top safest cities

SUBJECT:

That the El Paso City Council authorizes the submission of the grant application to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 2950709, for the City of El Paso Police Department project identified as "State Homeland Security Program (SHSP) - MATRIX Fusion Center" to provide financial assistance to the City of El Paso. Requesting \$481,933.49. No cash match is required. The grant period will be from September 1, 2023 – August 31, 2024.

BACKGROUND / DISCUSSION:

The Police Department's Fusion Center (MATRIX) was officially recognized by the State of Texas and the U.S. Department of Homeland Security in November 2010. Since 2008, the Police Department has financially supported the center's operation through Urban Area Security Initiative (UASI) and, more recently, State Homeland Security Program (SHSP) grant funding. Grant funds will be used to pay the salaries of the contract crime analysts and training and maintenance of the Fusion Center's software and hardware solutions.

PRIOR COUNCIL ACTION:

The grant application for SHSP MATRIX Fusion Center FY2022 was approved by City Council on February 1, 2021. FY2021 was approved by City Council on February 2, 2020. FY2020 was approved by City Council on February 18, 2020.

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:



11/20

RESOLUTION

WHEREAS, the City of El Paso (the “City”) is eligible to apply for grants through the Homeland Security Grant Division of the Office of the Governor of the State of Texas (“HSGD”); and

WHEREAS, the El Paso City Council seeks to receive grant funding through the HSGD grant/application number 2950709 for the El Paso Police Department project identified as “SHSP – MATRIX Fusion Center”; and

WHEREAS, the El Paso City Council designates the City Manager or his designee as the City’s authorized official.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. **THAT**, the El Paso City Council authorizes the grant application submission to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 2950709, for the City of El Paso Police Department project identified as “SHSP – MATRIX Fusion Center” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all applicable matching funds for said grant, if applicable.
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter, and/or terminate said grant.
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the State of Texas Office of the Governor, Homeland Security Grant Division.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.

ADOPTED this ____ day of _____, 2023.

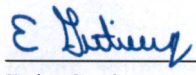
CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

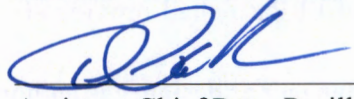
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:



Assistant Chief Peter Pacillas
El Paso Police Department

[Print This Page](#)

Agency Name: El Paso, City of
Grant/App: 2950709 **Start Date:** 9/1/2023 **End Date:** 8/31/2024

Project Title: SHSP LETPA - Fusion Center
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460007499009

Application Eligibility Certify:

Created on:1/10/2023 9:39:23 AM By:Laura Carpio

Profile Information

Applicant Agency Name: El Paso, City of
Project Title: SHSP LETPA - Fusion Center
Division or Unit to Administer the Project: El Paso Police Department: Fusion Center
Address Line 1: 300 N. Campbell
Address Line 2:
City/State/Zip: El Paso Texas 79903-1402
Start Date: 9/1/2023
End Date: 8/31/2024

Regional Council of Governments(COG) within the Project's Impact Area: Rio Grande Council of Governments
Headquarter County: El Paso
Counties within Project's Impact Area: Brewster,Culberson,El Paso,Jeff Davis,Presidio

Grant Officials:

Authorized Official

Name: Elda Hefner
Email: rodriguez-hefnere@elpasotexas.gov
Address 1: 300 N. Campbell
Address 1:
City: El Paso, Texas 79901
Phone: 915-212-1795 Other Phone: 915-212-1162
Fax:
Title: Ms.
Salutation: Ms.
Position: Grants Administrator

Financial Official

Name: Margarita Munoz
Email: munozmm@elpasotexas.gov
Address 1: 300 N. Campbell st
Address 1:
City: City of El Paso, Texas 79901
Phone: 915-212-1174 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Comptroller

Project Director

Name: Ricardo Medina
Email: 2014@elpasotexas.gov
Address 1: 911 Raynor
Address 1:
City: El Paso, Texas 79903
Phone: 915-212-4003 Other Phone:
Fax:
Title: Mr.
Salutation: Lieutenant
Position: Lieutenant

Grant Writer**Name:** Laura Carpio**Email:** c1923@elpasotexas.gov**Address 1:** 911 N. Raynor**Address 1:****City:** El Paso, Texas 79903**Phone:** 915-212-4277 Other Phone:**Fax:****Title:** Ms.**Salutation:** Ms.**Position:** Senior Grant Planner**Grant Vendor Information****Organization Type:** Unit of Local Government (City, Town, or Village)**Organization Option:** applying to provide homeland security services**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 17460007499009**Unique Entity Identifier (UEI):** KLZGKXNFVTL4**Narrative Information****Overview**

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

Primary Mission and Purpose**State Homeland Security Program (SHSP) - Law Enforcement Terrorism Prevention Activities**

(LETPA): Supports state, tribal and local preparedness activities that continue to build law enforcement capabilities to prevent terrorist attacks and support critical prevention and protection activities. All LETPA investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP-LETPA projects must assist grantees in achieving target capabilities related to preventing, preparing for, or protecting against acts of terrorism.**

Eligibility Requirements

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [CCybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating.

National Incident Management System (NIMS) Implementation

Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Program Requirements

Building and Sustaining Core Capabilities

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

Mission Areas

The National Preparedness Goal organizes the core capabilities into the five mission areas:

- Prevention. Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- Mitigation. Reduce the loss of life and property by lessening the impact of future disasters.
- Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovery. Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

Nationwide Cyber Security Review

Grantees will be required to complete the Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient agency should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. For more information about the NCSR, visit: <https://www.cisecurity.org/ms-isac/services/ncsr/>.

LETPA

Law Enforcement Terrorism Prevention Activities (LETPA)

The state is responsible for ensuring that at least 30 percent (30%) of the combined HSGP funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism prevention activities, as defined in 6 U.S.C. 607.

Grant projects must be consistent with the [Federal Emergency Management Agency \(FEMA\) Information Bulletin \(IB\) 412](#) which discusses eligible activities outlined in:

- a. The [National Prevention Framework](#);
- b. The [National Protection Framework](#) where capabilities are shared with the prevention mission area;
- c. Section 2006 of the [Homeland Security Act of 2002](#), as amended; and
- d. The [FY 2007 Homeland Security Grant Program Guidance and Application Kit](#).

Activities eligible for use of LETPA focused funds include but are not limited to: Maturation and enhancement of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and training/hiring of intelligence analysts. Coordination between fusion centers and other analytical and investigative efforts. Implementation and maintenance of the Nationwide Suspicious Activity Reporting (SAR) Initiative. Implementation of the "If You See Something, Say Something" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners. Increased physical security, through law enforcement personnel and other protective measures, by implementing preventative and protective measures at critical infrastructure sites or at-risk nonprofit organizations.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

The Multi-Agency Tactical Response Information eXchange (MATRIX), El Paso Fusion Center's project submission for FY24 State Homeland Security Program will focus on the sustainment, maintenance, and enhancement of the Center's Critical Operational Capabilities (COCs), Enabling Capabilities (ECs), and the mitigation of capability gaps in Region VIII's THIRA. With this focus, the project will further support the augmentation of the Fusion Center's infrastructure and its relationship with the US DHS, the National Network of Fusion Centers, and the Texas Joint Crime Information Center. The project will directly support the Texas Homeland Security Strategic Plan's 2021-2025 Goal 1 to prevent terrorist attacks and organized criminal activity in Texas and the National Preparedness Goals' (July 2021) core capabilities of Prevention and Mitigation. The project will directly maintain the Center's achieved abilities by sustainment of its current staff and systems and work to close the gap on capability deficiencies and target capabilities.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

Pages 6 through 40, 46 - 48 & 52-54 of the 2022 RCGOG Region VIII THIRA list threats and hazards to the region: (1) Flood, (2) Hazmat Release-Chemical, (3) Wildfire, (4) Active-Shooter, (5) Chemical Attack, and (6) Radiological. The project priority will be on prevention and protection, which are also the key component of 12 of the center's 32 Core Capabilities. Intrinsically this focus spans all mission areas facilitating the ability to deliver actionable intelligence that mitigates the impact of these threats and hazards. The specific focus of this project is to prevent the degradation of the center's standing capabilities and provide enhancements to support the achievement of the Region's capability targets delineated on page 6 - 40, 46-48 & 52-54 of the THIRA. The project will accomplish this through sustainment of the center's key attributes that mitigate regional threats and deliver an increase in capabilities to achieve the THIRA's directed capability targets within the core capability areas of "Public Information and Warning," "Forensics and Attribution," "Intelligence and Information Sharing," "Interdiction and Disruption," and "Operational Communications." Moreover, an increase in capabilities that will expand the center's coverage and its ability to maintain situational acuity and provide timely and accurate information in all areas.

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

The MATRIX Fusion Center is a federal and state-recognized fusion center and an integral part of the National Fusion Center Network. The Center is an essential resource in Region VIII's attainment of its capability targets and mitigation of its threats and hazards. The MATRIX Fusion Center is a continuing project and has been since FY2007 receiving SHSP

funding each year. As of the last published assessment, the center's existing capability levels met or exceeded the US DHS's prescribe baseline capabilities. In addition during the previous granting period(s) the MATRIX Fusion Center received and implemented a Gun Shot Detection System which enables the FUSION center to detect gun shots in REAL TIME. This technological addition aids the FUSION center to have early detection in effort to notify field deployment in real time in hopes of reducing potential loss of life and active shooter incidents. During this granting period, as FUSION recognizes the importance of continued collaboration and rapid response therefore, FUSION center has implemented an Alert notification system known as Ever bridge within its capabilities. This system has been incorporated to provide immediate notification to Federal Partners and Local Law Enforcement Agencies to alert them of ongoing critical incidents.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

The project's activities will directly mitigate the 2022 RGCOG SPR capability gaps and provide the enhancements necessary to achieve the RGCOG Region VIII THIRA's capability targets. The project will accomplish this by increasing and sustaining funding in three areas: (1) As stated on 2022 RGCOG page 34-35, Maintain topic coverage as identified in the THIRA's capability targets and SPR's capability gaps; and, sustain funding of the existing four analysts to maintain current capabilities; (2) As stated on 2022 RGCOG Page 40, provide additional funding for crucial training for the analytical staff and leadership to augment capabilities and achieve the THIRA targets and close identified SPR gaps; and, (3) As stated in 2022 RGCOG page 40, provide support for existing systems that will enhance the center's ability to gather intelligence and information, assess continuously, and develop reports and products for dissemination across Region VIII, the state, and the entire national fusion center network and intelligence community.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.

Strategy: This project supports the Information and Intelligence Sharing/Cooperation investment area, and will aid in preventing, preparing for, protecting against, and responding to acts of terrorism; help the State to meet its target capabilities; and otherwise reduce overall risk to the State by enhancing intelligence collection, integration, analysis, and information sharing capabilities and supporting cooperation among state, federal and local partners in all aspects of homeland security, such as counterterrorism, cybersecurity border security, immigration enforcement, and other areas critical to homeland security operations. In order to address the ever growing threat of cybersecurity the El Paso Fusion Center has assigned a Cybersecurity Analyst that is solely dedicated to cybersecurity threats and has been working in conjunction with the EOC/911 District to further bridge the gap. Impact: This project will close Intelligence and Information Sharing capability gaps identified in the State's Stakeholder Preparedness Review (SPR) and addressed national priorities as outlined in the 2023 NOFO by helping with the execution of the intelligence cycle. Additionally by sharing threat information with priority intelligence stakeholder agencies in accordance with the intelligence cycle and all dissemination protocols. Improvement of this capability / progress towards the Capability Target identified in the SPR will be measured and evaluated through the SPR quantitative review process, which assesses capabilities built, sustained, or lost over time. Collaboration: The recipient is not aware of any existing logistical, technological, legal, policy, or other impediments to collaborating, networking, sharing information, cooperating, and fostering a culture of national preparedness. In the event that such an impediment should be identified, the recipient will actively coordinate with relevant partners to alleviate and/or eliminate the impediment. The recipient will continue to collaborate with all partners to prevent, prepare for, protect against, and respond to acts of terrorism; meet target capabilities; support the national security mission of DHS and other federal agencies; and otherwise reduce the overall risk to the high-risk urban area, the State, or the Nation. Performance: This project will directly sustain the Fusion Center's current capabilities and performance. We anticipate continued improvement in the quality and quantity of analytic production and responses to requests for information as a direct result of funding for this project.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. 1.2.3 *Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.*)

1.1.3 Enhance the state's capacity to identify, assess, monitor, and disrupt potential domestic terrorism and other mass casualty threats, particularly those that could impact special events, soft targets, and crowded places.

Target Group :

Identify the target group and population expected to benefit from this project.

Local, State, Tribal and Federal Law Enforcement Agencies in RGCOG Region VIII. Current effected population group is approximately 867,000 in El Paso County.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

With this funding, The El Paso Police Department will be able to maintain a more efficient and effective regional response level. With funding, the El Paso Police Department will continue to improve response capabilities and quality of service to the citizens of El Paso and RGCOG area of responsibility. Without this funding, the capabilities of the El Paso Police Department are diminished. Other funding including confiscated and general funds would need to be explored to maintain

the current capability levels of the department. Federal and State grants enable the department to maintain its current level of response.

Project Activities Information

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Information and Intelligence Sharing/Cooperation	100.00	The project's activities will consist of funding the salaries and benefits of the center's three Crime Analysts (Personnel), one Crime Analyst Manager (Personnel). Maintenance and support of the applications listed in this project's Contractual and Professional Services section of the budget. The activities also include funding for equipment to operate applications and travel funding to enhance analysts capabilities.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of exercises conducted.	1
Number of individuals participating in exercises.	7
Number of intelligence and information sharing systems created, maintained or enhanced.	1
Number of intelligence products created.	1000
Number of people trained.	7
Number of trainings conducted.	1

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
Number of agencies actively participating in the Intelligence and Information Sharing program.	15
Number of intelligence products distributed/shared.	2500
Percent (%) of population that can be reached by emergency public information technologies.	0

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
-----------------------	--------------

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
------------------------	--------------

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by going to the **Upload.Files** tab and following the instructions on Uploading eGrants Files.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☒ Yes

☐ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

The City of El Paso, MATRIX – El Paso Fusion Center will monitor and assure that all contracts are executed in compliance with all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR 200; the Texas Grant Management Standards and Title 1, Part 1, Chapter 3 of the Texas Administrative Code, that govern the application, acceptance and use of Federal and State funds for this project. The MATRIX - El Paso Fusion Center shall assign a project manager and information technology specialist to monitor and review the work and/or services performed by contract funded by these grant funds.

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

☐ Yes
☒ No
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

☐ Yes
☒ No
☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

9/1/2023

Enter the End Date [mm/dd/yyyy]:

8/31/2024

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

217632742

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

5107956

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

☒ Yes
☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

8/31/2021

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify
☐ Unable to Certify

Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (HSGD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

☐ Yes

☒ No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

☐ Yes

☒ No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

Homeland Security Information**FUND SOURCE INFORMATION AND REQUIREMENTS**

DHS Project Type: Establish/enhance a terrorism intelligence/early warning system, center, or task force

Capabilities

Core Capability: Intelligence and Information Sharing

Identify if this investment focuses on building new capabilities or sustaining existing capabilities. : Existing Capabilities (Sustain)

Are the assets or activities Deployable or Shareable: Shareable

☐ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures

☒ Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Execute

Description: The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.

Process: Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.

Milestones

Milestone: Analysts will produce a variety of products to include but not limited to a daily executive summary, weekly auto theft summary, monthly firearms, gang booking, and narcotics reports. Case support for investigative units, threat assessments for major events in the AOR. Trends and analysis for crimes. ; **Completion Date:** 08-31-2024

Milestone: Add new Law Enforcement partners to the FUSION Center; **Completion Date:** 08-31-2024

Milestone: Travel to National Fusion Training Conference; **Completion Date:** 08-31-2024

NIMS Resources

___ Check if this project supports a NIMS typed resource

Enter the name of the typed resources from the Resource Type Library Tool:

Enter the ID of the typed resources from the Resource Type Library Tool:

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

___ Yes

___ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

___ Yes

___ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

___ Yes

___ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes
☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes
☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes
☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- ☐ Yes
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- ☐ Yes
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- ☐ Yes
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- ☐ Yes
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Analyst (Organization)	Crime Analyst Castellano is a full-time employee who provides specialized analytical support and expertise to the Fusion Center's gathering, continuous assessment, and development of intelligence and information reports and products to attain and mitigate capability gaps identified in both Region VIII THIRA and State Preparedness Report (SPR). Salary period 09/01/2023 thru 08/31/2024.	\$61,629.83	\$0.00	\$0.00	\$0.00	\$61,629.83	100
Personnel	Analyst (Organization)	Crime Analyst Moreno is a full-time employee who provides specialized analytical support and expertise to the Fusion Center's gathering, continuous assessment, and development of intelligence and information reports and products to attain and mitigate capability gaps identified in both Region VIII THIRA and State Preparedness Report (SPR). Salary period 09/01/2023 thru 08/31/2024.	\$58,181.98	\$0.00	\$0.00	\$0.00	\$58,181.98	100
Personnel	Analyst (Organization)	Crime Analyst Alvarez is a full-	\$65,763.58	\$0.00	\$0.00	\$0.00	\$65,763.58	100

		time employee who provides specialized analytical support and expertise to the Fusion Center's gathering, continuous assessment, and development of intelligence and information reports and products to attain and mitigate capability gaps identified in both Region VIII THIRA and State Preparedness Report (SPR). Salary period 09/01/2023 thru 08/31/2024.						
Personnel	Analyst (Organization)	Crime Analysis Manager Nicholas Emerick will manage intelligence and crime analysis functions, and coordinate intelligence with Federal, State, local, tribal and private sector agencies for the El Paso Police Department's Fusion Center. Supervise assigned personnel. Involves: Schedule, assign, instruct, guide and check work. Appraise employee performance. Provide for training and development. Enforce personnel rules and regulations and work behavior standards firmly and impartially. Counsel, motivate and maintain harmony. Interview applicants. Recommend hiring, termination, transfers, discipline, merit pay or other employee status changes. Salary	\$86,959.42	\$0.00	\$0.00	\$0.00	\$86,959.42	100

		Period 09/01/2023 to 08/31/2024.						
Contractual and Professional Services	21GN-00-MAIN Maintenance	Citizen Observer-TIP411 subscription and support for a web-based community notification systems including crime alerts, anonymous tips, smartphone apps, and social media publishing, period: 09/01/2023 to 08/31/2024.	\$44,100.00	\$0.00	\$0.00	\$0.00	\$44,100.00	0
Contractual and Professional Services	21GN-00-MAIN Maintenance	Vigilant - subscription to cloud-based private, license plate data collection, period 09/01/2023 to 08/31/2024	\$56,763.00	\$0.00	\$0.00	\$0.00	\$56,763.00	0
Contractual and Professional Services	21GN-00-MAIN Maintenance	West Publishing-CLEAR for Law Enforcement. Through CLEAR's live gateways and easy-to-use interface, you are quickly able to identify victims and persons of interest to ensure your officers on the streets are protected. Because you are able to see all information available, you can better plan and prepare for any situation you may face. Access to live phone records, Real-Time Incarceration and Arrest Gateway, On demand fixed rate batch, Source Transparency, and customizable preferences. Period: 09/01/2023 to 08/31/2024	\$37,615.68	\$0.00	\$0.00	\$0.00	\$37,615.68	0
Contractual and Professional Services	21GN-00-MAIN Maintenance	Law Enforcement (LE): Information sharing cloud based subscription and support. Period	\$21,000.00	\$0.00	\$0.00	\$0.00	\$21,000.00	0

		09/01/2023 to 08/31/2024						
Travel and Training	In-State Incidentals and/or Mileage (Training)	TX Fusion Center-Director, Crime Analysts and other staff to attend training events. Details TBD	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0
Travel and Training	In-State Incidentals and/or Mileage (Training)	Crime Analyst Conference/Training - Director, Crime Analyst, and other staff to attend training events. Details TBD	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0
Travel and Training	Out-of-State Incidentals and/or Mileage (Training)	National Fusion Center Training-Director, Crime Analysts and other staff to attend training events. Details TBD	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0
Travel and Training	Out-of-State Incidentals and/or Mileage (Training)	Crime Analyst Conference-Director, Crime Analysts and other staff to attend training events. Details TBD.	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0
Equipment	04HW-01-INHW Hardware, Computer, Integrated	4 Laptops for Crime analysts and manager	\$23,420.00	\$0.00	\$0.00	\$0.00	\$23,420.00	4
Supplies and Direct Operating Expenses	Office Supplies (Organization)	Office supplies @ 1,500.00. Pens, pencils, markers, highlighters, paperclips, tape, rubber bands, spiral notebooks, writing pads, post-it notes, phone message pads, copy paper, pocket notebook, manila folders, hanging file folders, file labels, index dividers, tabs, letter envelopes, catalog envelopes, shipping labels, calendars, planners, scanners, staples, fasteners, glue sticks, binders, business cards, thumb drives, calculators, scissors, stapler, staples,	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0

		facial tissue, sanitizer, postage.					
--	--	---------------------------------------	--	--	--	--	--

Source of Match Information**Detail Source of Match/GPI:**

DESCRIPTION	MATCH TYPE	AMOUNT
-------------	------------	--------

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information**Budget Summary Information by Budget Category:**

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$159,478.68	\$0.00	\$0.00	\$0.00	\$159,478.68
Equipment	\$23,420.00	\$0.00	\$0.00	\$0.00	\$23,420.00
Personnel	\$272,534.81	\$0.00	\$0.00	\$0.00	\$272,534.81
Supplies and Direct Operating Expenses	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
Travel and Training	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$481,933.49	\$0.00	\$0.00	\$0.00	\$481,933.49

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
--	--------------	----------	------------	----------------------

You are logged in as **User Name:** LauraCarpio



Legislation Text

File #: 23-208, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Police, Assistant Chief Zina Silva, (915) 212-4306

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

The El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 2592810, for the City of El Paso Police Department project identified as "General Victim Services, FY2024" to provide financial assistance to the City of El Paso. Requesting \$153,410.40. With a cash match of \$38,352.60. For a total project amount of \$191,763.00. The grant period will be from October 1, 2023 - September 31, 2024.

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

DEPARTMENT: Police

AGENDA DATE: February 7, 2023

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER:

Assistant Chief Zina Silva, (915)212-4306

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: NO. 2: Set the Standard for a Safe and Secure City

SUBGOAL: 2.1 Maintain standing as one of the nation's top safest cities

SUBJECT:

The El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 2592810, for the City of El Paso Police Department project identified as "General Victim Services, FY2024" to provide financial assistance to the City of El Paso. Requesting \$153,410.40, with a cash match of \$38,352.60, for a total project amount of \$191,763.00. Grant period will be from October 1, 2023 – September 31, 2024.

BACKGROUND / DISCUSSION:

The El Paso Police Department will utilize the General Victim Grant to fund personnel salaries for six Victim Services Response Team Case Managers.

PRIOR COUNCIL ACTION:

The grant application for FY2023 General Victim Grant Program was approved by City Council on February 1, 2022. FY22 was approved on February 2, 2021. FY21 was approved on February 18, 2020, and FY18, a two-year granting period, was approved on February 6, 2017.

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:



Handwritten signature in blue ink.

RESOLUTION

WHEREAS, the City of El Paso (the “City”) is eligible to apply for grants through the Criminal Justice Division of the Office of the Governor of the State of Texas (“CJD”); and

WHEREAS, the El Paso City Council seeks to receive grant funding through the CJD grant/application number 2592810 for the El Paso Police Department project identified as “General Victim Services FY2024”; and

WHEREAS, the El Paso City Council designates the City Manager or his designee as the City’s authorized official.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. **THAT**, the El Paso City Council authorizes the grant application submission to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 2592810, for the City of El Paso Police Department project identified as “General Victim Services, FY2024” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all applicable matching funds for said grant, if applicable.
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant.
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the State of Texas Office of the Governor, Criminal Justice Division.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.

ADOPTED this ____ day of _____, 2023.

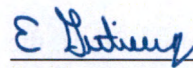
CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

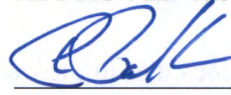
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:



Assistant Chief Peter Pacillas
El Paso Police Department

Agency Name: El Paso, City of
Grant/App: 2592810 **Start Date:** 10/1/2023 **End Date:** 9/30/2024

Project Title: General Victim Services FY2024
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460007499009

Application Eligibility Certify:

Created on: 1/13/2023 1:02:54 PM By: Laura Carpio

Profile Information

Applicant Agency Name: El Paso, City of
Project Title: General Victim Services FY2024
Division or Unit to Administer the Project: Victim Services Unit El Paso Police Department
Address Line 1: 300 N Campbell
Address Line 2:
City/State/Zip: El Paso Texas 79901-1402
Start Date: 10/1/2023
End Date: 9/30/2024

Regional Council of Governments(COG) within the Project's Impact Area: Rio Grande Council of Governments

Headquarter County: El Paso

Counties within Project's Impact Area: El Paso

Grant Officials:

Authorized Official

Name: Elda Hefner
Email: rodriguez-hefnere@elpasotexas.gov
Address 1: 300 N. Campbell
Address 1:
City: El Paso, Texas 79901
Phone: 915-212-1795 Other Phone: 915-212-1162
Fax:
Title: Ms.
Salutation: Ms.
Position: Grants Administrator

Financial Official

Name: Margarita Munoz
Email: munozmm@elpasotexas.gov
Address 1: 300 N. Campbell st
Address 1:
City: City of El Paso, Texas 79901
Phone: 915-212-1174 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Comptroller

Project Director

Name: Lynn Picard
Email: 2341@elpasotexas.gov
Address 1: 911 N. Raynor

Address 1:**City:** El Paso, Texas 79903**Phone:** 915-212-4003 Other Phone: 915-549-7205**Fax:****Title:** Ms.**Salutation:** Lieutenant**Position:** Auxiliary Support Services Lieutenant**Grant Writer****Name:** Laura Carpio**Email:** c1923@elpasotexas.gov**Address 1:** 911 N. Raynor**Address 1:****City:** El Paso, Texas 79903**Phone:** 915-212-4277 Other Phone:**Fax:****Title:** Ms.**Salutation:** Ms.**Position:** Senior Grant Planner**Grant Vendor Information****Organization Type:** Unit of Local Government (City, Town, or Village)**Organization Option:** applying to provide direct services to victims only**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 17460007499009**Unique Entity Identifier (UEI):** KLZGKXNFVTL4**Narrative Information****Introduction**

The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. Services may include the following:

- responding to the emotional and physical needs of crime victims;
- assisting victims in stabilizing their lives after a victimization;
- assisting victims to understand and participate in the criminal justice system; and
- providing victims with safety and security.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

Program-Specific Questions**Culturally Competent Victim Restoration**

Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery process. Cultural competency occurs when: (1) cultural knowledge, awareness and sensitivity are integrated into action and policy; (2) the service is relevant to the needs of the community and provided by trained staff, board members, and management; and (3) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.

Provide information in this section regarding how your organization is culturally competent when providing services to victims.

The El Paso Police Department (EPPD) is culturally competent when providing services to victims. EPPD provides training courses to its employees, which include, but are not limited to topics such as; victim awareness and sensitivity, cultural norms, crisis intervention, cultural diversity, racial profiling, sexual harassment/awareness, ethics, and customer service etiquette. Services are provided with a victim-centered approach, focusing on the victim through empowerment by responding to their needs and rendered in the most respectful and compassionate manner possible, and by supporting them through the criminal justice process. Furthermore, all of these services will be rendered in the most respectful and compassionate manner possible. The Victim Services Response Team (VSRT) case managers are extremely knowledgeable and well trained in handling domestic violence cases. The case managers received extensive training through the National Organization for Victim Assistance (NOVA) and are nationally certified as Credentialed Advocates through the National Advocate Credentialing Program (NACP). The case managers also attend a variety of trainings throughout the year (Non Violent Crisis Intervention, Violence against Women, Helping Survivors of Multiple Victimizations, and Human Trafficking Awareness/Prevention). It is the El Paso Police Department's Discrimination Policy to provide services to all victims regardless of age, health, race, ethnicity, sex, sexual orientation, or cultural differences, and language barriers. Cultural differences and language are important aspects given the high percentage of the Hispanic population in the City of El Paso. The case managers provide excellent services with an understanding of the many beliefs and behaviors of the different cultural population. The EPPD consistently addresses the needs of the community through networking with multiple agencies (District Attorney's Office, County Attorney's Office-Protective Order Unit, Center Against Sexual and Family Violence (CASFV), Texas RioGrande Legal Aid-Divorce and custody issues, Legal Aid, and the Diocesan Migrant and Refugee Services). The information shared is used to focus on problem areas to provide outreach for victims of crime.

Culturally Specific and Underserved Populations

Following are relevant definitions needed to answer this question.

- Underserved populations means populations who face barriers in accessing and using victim services, and includes populations underserved because of geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population determined to be underserved by the Attorney General or by the Secretary of Health and Human Services, as appropriate.
- Culturally specific means the program is primarily directed toward racial and ethnic minority groups (as defined in section 1707(g) of the Public Health Service Act (42 U.S.C. 300u-6(g))).
- Racial and ethnic minority group means American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics.
- Hispanic means individuals whose origin is Mexican, Puerto Rican, Cuban, Central or South American, or any other Spanish-speaking country.

Does your program have a primary focus on serving a culturally specific population? (The organization must do more than merely provide services to an underserved population or culturally specific group; rather, the organization's primary focus must be on providing culturally competent services designed to meet the specific needs of the target population in order to justify a YES response in the section below.)

☐ Yes

☒ No

If you answered '**YES**' above, you must explain in the box below how your organization's program is specifically designed to focus on and meet the needs of culturally specific populations. If this item does not apply enter '**N/A**'.

N/A

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Forensic Medical Examination Payments

Health care facilities shall conduct a forensic medical examination of a victim of an alleged sexual assault if the victim arrived at the facility within 120 hours after the assault occurred and the victim consents to the examination. The victim is not required to participate in the investigation or prosecution of an offense as a condition of receiving a forensic medical examination, nor pay for the forensic examination or the evidence collection kit. Crime Victim Compensation funds may be used to pay for the medical portion of the exam unless the victim of sexual assault is required to seek reimbursement for the examination from their insurance carrier. If a health care facility does not provide diagnosis or treatment services for sexual assault victims, the facility

is required to refer the victim to a facility that provides those services.

Confidentiality and Privacy

Applicant agrees to maintain the confidentiality of client-counselor information and research data, as required by state and federal law. Personally identifying information or individual information collected in connection with services requested, utilized, or denied may not be disclosed; or, reveal individual client information without informed, written, reasonably time-limited consent of the person about whom information is sought. If release of information is compelled by statutory or court mandate, reasonable attempts to provide notice to victims affected by the disclosure of information will be made and steps necessary to protect the privacy and safety of the persons affected by the release of information will be taken.

Activities that Compromise Victim Safety and Recovery

Applicant agrees to not engage in activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions.

Polygraph Testing Prohibition

A peace officer or attorney representing the state may not require an adult or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. In addition, the refusal of a victim to submit to a polygraph or other truth telling examination will not prevent the investigation, charging, or prosecution of an alleged sex offense or on the basis of the results of a polygraph examination.

Protection Orders

Victims applying for a protective order or their attorney may not bear the costs associated with the filing of an order of protections.

Offender Firearm Prohibition

The applicant certifies that its judicial administrative policies and practices include notification to domestic violence offenders of the requirements delineated in section 18 USC § 992(g)(8) and (g)(9).

Criminal Charges

In connection with the prosecution of any misdemeanor or felony domestic violence offense, the victim may not bear the costs associated with the filing of criminal charges against a domestic violence offender, issuance or service of a warrant, or witness subpoena.

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [CCybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit

complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating.

Immigration Legal Services

PSO prioritizes funding of projects that provide a full spectrum of counseling, crisis services, and other direct victim services. PSO will not fund projects that focus primarily on immigration legal services and do not provide a significant level of other types of victim services.

Discrimination

Applicant agrees not to discriminate against victims because they disagree with the State's prosecution of the criminal case.

Records

Applicant agrees to maintain daily time and attendance records specifying the time devoted to allowable victim services.

Volunteers

If awarded VOCA funds, applicant agrees to use volunteers to support either the project or other agency-wide services/activities, unless PSO determines that a compelling reason exists to waive this requirement.

Crime Victims' Compensation

Applicant agrees to assist crime victims in applying for crime victims' compensation benefits.

Community Efforts

Applicant agrees to promote community efforts to aid crime victims. Applicants should promote, within the community, coordinated public and private efforts to aid crime victims. Coordination efforts qualify an organization to receive these funds, but are not activities that can be supported with these funds.

Civil Rights Information

Applicant agrees to maintain statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability of victims served, within the timeframe established by PSO. This requirement is waived when providing services, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim.

Victims of Federal Crime

Applicant agrees to provide equal services to victims of federal crime. (Note: Victim of federal crime is a victim of an offense that violates a federal criminal statute or regulation; federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.)

No Charge

Applicant agrees to provide grant-funded services at no charge to victims of crime. Applicants are also prohibited from billing Crime Victims Compensation, private insurance, Medicaid, or Medicare for services provided using VOCA funds.

Effective Services

Applicants applying for funds to provide victim services must demonstrate a record of providing effective services to crime victims. (See "Eligible Organizations" in the Funding Announcement.)

College Campus Confidential Direct Services Providers

All personnel compensated through OOG or match funds are Confidential Direct Service Providers that maintain victim's confidentiality for all case information (written or oral) and share information only at the victim's request and with the victim's informed consent, except when release of information is required by law. Confidential Direct Service Providers compensated with grant funds shall not be required to disclose client or case information to any entity, including a campus Title IX officer or coordinator, except when release of information is required by law. A victim may not be coerced or required to file a report or disclose information regarding their victimization with any entity as a condition of receiving services from a Confidential Direct Service Provider.

Failure to comply with this certification may result in PSO, at its sole discretion, withholding reimbursement on personnel line items contained in the program budget until satisfactory evidence of compliance is provided.

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2024 or the end of the grant period, whichever is later.

Policies that Prohibit or Materially Limit the Enforcement of Immigration Laws

Each non-profit 501(c)(3) organization must certify that it does not have, and will continue not to have any policy, procedure, or agreement (written or unwritten) that in any way encourages, induces, entices, or aids any violations of immigration laws. Additionally, the organization certifies that it does not have in effect, purport to have in effect, and is not subject to or bound by any rule, policy, or practice (written or unwritten) that would: (1) encourage the concealment, harboring, or shielding from detection of fugitives from justice or aliens who illegally came to, entered, or remained in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, the organization certifies that it will not adopt, enforce, or endorse a policy which prohibits or materially limits the enforcement of immigration laws, and will not, as demonstrated by pattern or practice, prohibit or materially limit the enforcement of immigration laws.

Each non-profit organization must download, complete and then upload into eGrants the [CEO/NGO Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Claudia Lujan

Enter the Address for the Civil Rights Liaison:

300 N. Campbell El Paso, TX 79901

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

915-212-1241

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Abstract :

The EPPD is the largest local law enforcement agency responsible for providing services to the City of El Paso population. The El Paso Police Department (EPPD) will utilize the General Victim Assistance (GVA) to continue funding the Victim Services Response Team (VSRT), which consists of six EPPD VSRT case managers. The VSRT case managers' priority is to assist victims of all violent crime, such as, assaults and family violence, as well as non-violent crimes like harassment and stalking. Of the various crimes case managers respond to, half of the victims are domestic violence victims who are in a reoccurring cycle of violence that they are unaware of. The Domestic Violence Police Officer (DVO) and case managers, working together, will assist by providing information, resources, safety planning, and support to all victims. Safety planning is an important tool that is used to empower victims of domestic violence to help them prevent further acts of violence against them. The VSRT case managers attend shift meetings with patrol officers on a quarterly basis to train them about the VSRT unit and the services they can provide to victims. Case managers also participate in community events and provide presentations to the public and other local agencies. These are some of the ways the DVO or and case managers will make contact with victims of crime: responding directly to crime scenes to assist patrol officers actively investigating a crime, via telephone, home visits, walk-ins, Repeat Calls Fieldwork, delivering Emergency Protective Orders, and assisting victims at the Center Against Sexual and Family Violence. Case Managers will provide crisis intervention, explain available services, make appropriate referrals, assist with filing the Texas Crime Victims' Compensation Application (CVC), and conduct follow up sessions with the victim as needed. Case managers send letters explaining the services available to the victims that are serviced under this grant. The El Paso Police Department also utilizes the services of VSRT volunteers to assist VSRT case managers out in the field. However, due to the continued and current rise in Covid-19, Influenza, and Respiratory Syncytial Virus, the police department had to suspend the volunteer program, including the VSRT volunteers. The police department intends to reinstitute the volunteer program when the City of El Paso, under the guidance of Health and Human Services, deems it safe to do so.

Problem Statement :

The City of El Paso is the 22nd largest city in the United States and the 6th largest city in Texas. It is the largest metropolitan city on the U.S.-Mexico border, covering over 255 square miles, and is a city with a population of just under 700,000 people. The El Paso region, in combination with its international neighbor city, Ciudad Juarez, Mexico, the most populated city in the Mexican state of Chihuahua and our neighboring state of New Mexico forms a larger region with a population of approximately 2.3 million people, many of whom come every day to visit or work. In addition to this population influx, El Paso has a strong federal and military population with over 38,500 active duty military personnel, includes over 39,000 of these soldier's family members, over 1,000 reservists, and over 13,000 civilians. This large population presents unique challenges for the El Paso Police Department, which has less than 1200 Officers to protect and provide services to this far-reaching community. EPPD case managers provide victims services to all qualified people within our city, whether they are military or out of the country visitors. EPPD recognizes that immediate intervention from the case managers is essential to the healing process for a victim. Many victims of domestic violence are unaware that they are involved in a cycle of violence and unsure how to break it. Through community policing, EPPD is focused on promoting proactive problem solving and police community partnerships to address the cause of crime and fear within the city of El Paso. The EPPD embraces the task of assisting victims of domestic violence and understands the positive impact of early intervention and proactive prevention.

Supporting Data :

While El Paso city's population is under 700,000 people, it is a global, cultural, and economic center that draws substantial tourism. In addition, El Paso surrounds Fort Bliss, the Army's fourth largest installation. Although, it is not considered within the City limits, Fort Bliss has a population of over 38,500 active duty military personnel, includes over 39,000 of these soldier's family members, and over 1,000 reservists. It is also the home of over 13,000 civilians. A large portion of this population live within the city limits. This population and the close proximity to El Paso's sister city on the Mexican side of the border, Ciudad Juarez, can present challenges for the local law enforcement community, as the daytime population can increase to over a million people. The VSRT plays an incredibly critical role for the victims and their families. Through the EPPD's constant dedication to public safety, it has developed and sustained an excellent working partnership with the community. Case managers maintain data compiled from computer aided dispatch services and the local records management

system In the fiscal year, 2021-2022, the Victim Services Response Team (VSRT) reached out to over 9,500 victims of crimes. Of these cases, 3,300 were domestic violence cases. Domestic violence cases totaled approximately 34% of all offenses reviewed and handled by the case managers. VSRT case managers play an incredibly critical role for the victims and their families. EPPD's constant dedication to public safety has developed and sustained an excellent working partnership with the community. VSRT case managers have been working closely with Fort Bliss' Advocacy program. In addition, case managers maintain data compiled from computer-aided dispatch services and local records management systems. In Fiscal Year 2020-2021, the Victim Services Response Team (VSRT) reached out to 5,303 victims of crimes. Of these cases, 2,250 were domestic violence cases. Domestic violence cases totaled approximately 42% of all crimes reviewed and handled by the case managers.

Project Approach & Activities:

In keeping with the mission of the City of El Paso, the VSRT will deliver exceptional services with integrity and dedication to support a high quality of life and work in partnership with the community to enhance the quality of life in the City of El Paso. The Victim Services Response Team (VSRT) will continue to focus on helping victims of crime by prioritizing family violence victims, victims of violent crimes, and quality of life issues for this project. The funding from this grant will cover all of the essential aspects that will enhance the quality of life for the citizens and visitors of El Paso. The Texas Crime Victim Rights Bill defines a victim as a person who has suffered bodily injury or death or has been the victim of a sexual assault, kidnapping, or aggravated robbery, including the close relative of a deceased victim. Traffic accidents such as hit-and-runs and intoxication vehicular assaults involving bodily injury, serious bodily injury, or death also qualify for crime victims' compensation. Case managers will provide victims of crime the support services, information, and referrals needed by conducting the following:

- Identify multi-disciplinary, comprehensive psychotherapy and counseling programs.
- Provide victims with referrals to emergency shelters and transitional living, and assist in locating permanent housing.
- Provide information on crime victims' rights and the state compensation fund, and facilitate an understanding among victims of the workings of the criminal justice system.
- Provide crisis intervention and outreach, and identify support groups for victims of sexual assault and their significant others.
- Provide emotional support, conflict, and trauma resolution for crime victims.
- Provide updates to victims of crime on their cases as they progress through the criminal justice system.
- Provide adequate training and continuing education to service providers.
- Make a concentrated effort to be proactive to reduce or minimize the domestic violence type calls by targeting repeat offenders and repeat calls for service at the same locations.
- Conduct follow-up visits to locations where an emergency protective order has been issued to ensure compliance by all parties involved.

Capacity & Capabilities:

EPPD is a Municipal Law Enforcement Agency whose jurisdiction falls within the City of El Paso. In efforts to keep up with the rising population of El Paso, EPPD currently employs approximately 1,132 commissioned police officers and approximately 269 civilian support staff. The El Paso Police Department is comprised of one police headquarters, five Regional Command Centers, and a multitude of specialty divisions to include, Airport, Fusion Center, Auto Theft, Narcotics, Gangs, Academy, SWAT and Organized Crime units. The Regional Commands provide the patrol function of the department. Sworn personnel receive an 8 hour pre-service training in the academy related victims services programs and In-service receive quarterly shift meeting training. The objectives of continued training is to ensure officers are up to date with current laws and department procedures related to victim services. VSRT case managers are nationally certified by the National Organization for Victim Assistance (NOVA) based on the National Advocate Credentialing Program (NACP) standards. In addition, VSRT case managers attend various trainings throughout the year, including; Non-Violent Crisis intervention, Helping Survivors of Multiple Victimization, and Human Trafficking Awareness/Prevention, to name a few. The El Paso Police Department further provides training courses to its police officers and civilian employees, including the VSRT case managers, including but are not limited to; victim awareness and sensitivity, cultural norms, crisis intervention, cultural diversity, racial profiling, sexual harassment/awareness, ethics, and customer service etiquette. As a result, the VSRT case managers are highly knowledgeable and well-trained in providing services to victims of crime. The VSRT case managers' priority is to assist victims of all crimes. Officers identify a need and quickly summon one of our case managers who deliver expanded services and assistance to help in the healing process. All of the VSRT case managers have been working within the program for several years. The senior VSRT case manager has 18 years of continued experience with the EPPD VSRT program. All of the case managers have received training, and will continue to attend trainings/presentations related to family violence. This unit is nationally certified as Credentialed Advocates through the National Advocate Credentialing Program (NACP).

Performance Management :

The goal of the VSRT program is to provide every person who files a police report, with a qualified crime, to

receive assistance with crisis management within 48 hours, as well as receiving information on Texas Crime Victims' Compensation application, legal advocacy, and protective order assistance when applicable. The project will be measured by extracting records supplemented by the VSRT case managers and then will be compared to cases which have not been serviced. The goal is to achieve 100 percent service rates to all qualified cases reported to the police department and measure its' rate of success, which will then be examined every quarter. For example, in Fiscal Year 2021 at least 75% of all qualified cases were supplemented by case managers and 96% of assaults and family violence cases, were supplemented by case managers documenting services provided to the victim. VSRT case managers gathered data by collecting and entering their own data into their copy of the data collection form, then they enter that information into the VSRT spreadsheet that is located in the Police Department drive. The VSRT supervisor, an EPPD sergeant, also monitors the data and request audits by our research assistants and crime analysts. The audits are done to ensure compliance with department and grant requirements. For example, in the fiscal year 2021-2022, case managers documented attempts to reach the victims by telephone, letter, or home visit and supplemented 96% of all cases. During the fiscal year 2021-2022, the form used to track the collected data for the grant was revised and improved. By mirroring the data requested by the Office of the Governor (OOG), the data collected focuses on the program's outcomes. Additionally, data is recorded on supplies that are dispersed and purchases made. The VSRT program will be working on providing a link to the EPPD website for individuals seeking to volunteer and be part of the EPPD VSRT volunteer program to create and submit volunteer applications either in hard copy or electronically to streamline the process. In addition to creating social media platforms for the community to have a direct outreach to the EPPD VSRT members who need assistance and to target the younger age group who are active on social media.

Target Group :

The El Paso region, in combination with its international neighbor city, Ciudad Juarez, Mexico, forms a metropolitan area with a population of approximately 2.3 million people. Approximately 80 % of the population of El Paso are Hispanic, 13% are White-non Hispanic, 4% are African American, and 3% are two or more races. Statistics for EPPD during Fiscal Year 2021 show that of the total number of cases supplemented, 81% of the victims were Hispanic, 11% were White Non-Hispanic, 6% were African American, and 2% were other. The median age of the population in the City of El Paso is 30 years old, with 49% males and 51% females. Of the total number of cases supplemented, the median age is 30 and an average of 33. These demographics make both El Paso and the population that VRST served during the 2021 FY young and consisting of more women. Additionally, Fort Bliss, the Army's second largest U.S. Army installation, consists of a diverse community made up of soldiers, family members, and retirees. It is home to approximately 20,000 military personnel; in addition, it supports over 20,000 family members of active duty personnel. The potential for a large number of victims of qualified crime exist with the given population variables, thus making it our priority to dedicate the time and resources necessary to offer services to any potential victims of crime and to provide the community with adequate support services, information, referrals and education. Case managers will be targeting the victims of all qualifying crime related cases, but will be focusing on victims related to domestic violence, as approximately half of our advocate's caseload consists of domestic violence related reports and these types of crimes are more likely to reoccur.

Evidence-Based Practices:

Case managers will monitor the types of crime related to domestic violence and continue to work closely with other victim service providers for domestic violence. The six VSRT case managers ensure proper handling of cases by providing services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. The VSRT supervisor, an EPPD sergeant assigned to the Auxiliary Support Division, oversees the VSRT program. The supervisor collects, maintains, and analyzes relevant statistical data periodically to meet the needs. Victims of domestic violence are referred to the Center Against Sexual and Family Violence (CASFV) Emergency Shelter and for non-shelter services to the Family Resource Center (FRC). Case managers and the Domestic Violence Officer (DVO) will provide information on crime victims' rights and the State compensation fund and facilitate an understanding to the victims of the procedures of the criminal justice system. Case managers will assist with initiating, administering, and completing a Crime Victims Compensation application. They also ensure that the victims of crime receive personal advocacy and have an opportunity to recover monetary losses resulting from the offense. In addition, case managers and the DVO provide crisis intervention on-scene as first responders, identify support groups for victims of sexual assault and their families, and provide emotional support and conflict and trauma resolution for crime victims. Finally, case managers will update victims of crime on their cases as they progress through the criminal justice system.

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Crisis Services	100.00	Victim Services Response Team (VSRT) case managers provide crime victims services during the healing process. Services offered include providing information and referrals to agencies that assist victims of Domestic Violence. Case Managers will conduct legal referrals to the District Attorney's Office, County Attorney's Office-Protective Order Unit, Texas Rio Grande Legal Aid, and the Diocesan Migrant & Refugee Services. Case Managers will explain victim rights, assist with crime victims' compensation applications, and advocate for all necessary crisis procedures. This includes medical, legal, transport, and assistance locating temporary shelter if required. During the Case Managers' assessment of the victim's needs, the victim may volunteer information to the case managers about other victimization incidents. The VSRT case managers have developed a close working relationship with area hospitals that provide services, including University Medical Center, Providence Hospital, and Del Sol Medical Center. The El Paso Police Department will generate a police report or referral to identify crime victims. The Case Managers will review cases and provide the appropriate help crime victims need to navigate the judicial process by standing alongside the victim. They will provide comprehensive crisis and follow-up support. This support is necessary for the victim of a crime to remain engaged in the investigation and prosecution process. The Case Managers will meet regularly with other victim services providers, the Center Against Sexual and Family Violence, District Attorney's victim services advocates, EP Sheriff's Office Advocates, Fort Bliss Advocates, and others to discuss and share information to move forward with the investigation, prosecution, and overall, the victim's restoration. Case Managers will be working with a police officer when responding to domestic violence calls.

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION
-------------------	--------------	--------------------------

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of survivors receiving crisis counseling.	0
Number of victims / survivors seeking services who were served.	6500
Number of victims seeking services who were not served.	0

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
-----------------------	--------------

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
------------------------	--------------

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☐ Yes
☒ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

N/A

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes
- ☒ No
- ☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes
- ☒ No
- ☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2023

Enter the End Date [mm/dd/yyyy]:

9/30/2024

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

217632742

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

5107956

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

- ☒ Yes
- ☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

8/31/2021

Equal Employment Opportunity Plan

Compliance

The EEOP certification information must be submitted to the Office of Civil Rights, Office of Justice Programs through their on-line [EEOP Reporting Tool](#). For more information and guidance on how to complete and submit the federal EEOP certification information, please visit the US Department of Justice, Office of Justice Programs website at <https://ojp.gov/about/ocr/eeop.htm>.

Type I Entity

Defined as an applicant that meets one or more of the following criteria:

- has less than 50 employees;
- is a non-profit organization;
- is a medical institution;
- is an Indian tribe;
- is an educational institution, or
- is receiving a single award of less than \$25,000.

Requirements

- The applicant agency is exempt from the requirement to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42, subpart E;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the applicant must submit EEOP Certification information the Office for Civil Rights (OCR) to claim the exemption from developing an EEOP.

Type II Entity

Defined as an applicant that meets the following criteria:

- has 50 or more employees, and
- is receiving a single award of \$25,000 or more, but less than \$500,000.

Requirements

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of OOG, OOG's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services;
- the applicant must submit EEOP information to the Office for Civil Rights (OCR) to claim the exemption from submitting an EEOP to OCR; and
- the EEOP is required to be on file with the applicant agency.

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:
Araceli Guerra 300 N. Campbell El Paso, TX 79901 (915)212-1401

Type III Entity

Defined as an applicant that is NOT a Type I or Type II Entity.

Requirements

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the applicant must submit EEOP information to the Office for Civil Rights (OCR).

Certification

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

- ☐ Type I Entity
- ☐ Type II Entity
- ☒ Type III Entity

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify

☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

FFATA Certification

Certification of Recipient Highly Compensated Officers

The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

☐ Yes

☒ No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

☐ Yes

☒ No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:
 Position 5 - Total Compensation (\$):
 0

Victim Services Information

Agency Type

Implementing Agency Type - Government

Which designation best describes your agency

- Law enforcement

Purpose of Award

- Continue an OOG-funded victim project funded in a previous year

Type of Crime Funding Distribution

Identify the percent of funding dedicated to each type of victimization. The percentages provided below should not include matching funds. Cumulative total for all types of victimization must equal 100%.

Type of Crime	Percent of Funds Dedicated to Crime Enter whole percentages only	Funds Dedicated to Crime Current Award x Percent Entered
Child Physical Abuse	2	\$3,068.21
Child Sexual Abuse	3	\$4,602.31
Domestic and Family Violence	47	\$72,102.89
Child Sexual Assault	0	\$0.00
Adult Sexual Assault	0	\$0.00
DUI/DWI Crashes	1	\$1,534.10
DUI/DWI Crashes	1	\$1,534.10
Assault	34	\$52,159.54
Adults Molested As Children	0	\$0.00
Elder Abuse	2	\$3,068.21
Robbery	2	\$3,068.21
Survivors of Homicide	1	\$1,534.10
Adult Human Trafficking	1	\$1,534.10
Child Human Trafficking	0	\$0.00
Other Violent Crimes	3	\$4,602.31
Description:	Arson, Hit/Runs Motor Vehicle, Kidnapping, teen dating violence	
Other Non-Violent Crimes	4	\$6,136.42
Description:	Harassment, Stalking, child pornography	

SUM of %'s Sum of % MUST = 100%	100	SUM of Funds Sum of Funds MUST = OOG Current Budget	\$153,410.40
------------------------------------	-----	--	--------------

Use of Funds

Does this project provide DIRECT SERVICES to victims:

- ☒ Yes
☐ No

Information and Referral

- Information about the criminal justice process
- Information about victim rights, how to obtain notifications, etc.
- Referral to other victim service programs
- Referral to other services, supports, and resources (includes legal, medical, faith-based organizations, address-confidentiality programs, etc.)

Personal Advocacy/Accompaniment

- Child and/or dependent care assistance (includes coordination of services)
- Interpreter services
- Law enforcement interview advocacy/accompaniment
- Individual advocacy (e.g., assistance in applying for public benefits, return of personal property or effects)

Emotional Support or Safety Services

- Crisis Intervention (in-person, includes safety planning, etc.)
- On-scene crisis response (e.g., community crisis response)

Shelter/Housing Services

- Relocation assistance (includes assistance with obtaining housing)

Criminal/Civil Justice System Assistance

- Notification of criminal justice events (case status, arrest, court proceedings, case disposition, release, etc.)
- Civil legal assistance in obtaining protection or restraining order
- Civil legal assistance with family law issues (e.g. , custody, visitation, or support)
- Law enforcement interview advocacy/accompaniment

Assistance in Filing Compensation Claims

- Assists potential recipients in seeking crime victim compensation benefits

All VOCA-funded direct service projects **MUST** assist victims with seeking crime victim compensation benefits. Please explain why your agency is not assisting victims with crime victim compensation benefits:

Types of Victimizations

Check the types of victimization that best describe the victims the grant-funded project will serve. "Other" refers to a type that Is Not associated with any of the types provided in the list. Check all that apply:

Types of Victimizations

- Adult physical assault (includes aggravated and simple assault)
- Adult sexual assault
- Adults sexually abused/assaulted as children
- Bullying (verbal, cyber, or physical)
- Burglary
- Child physical abuse or neglect

- Child pornography
- Child physical abuse or neglect
- Domestic and/or family violence
- DUI/DWI incidents
- Elder abuse or neglect
- Hate crime: racial/religious/gender/sexual orientation/other

If Hate Crime is TRUE provide explanation:

The El Paso region, combined with international city, Ciudad Juarez, forms a metropolitan area with a population of over 2.5 million people. Although, the majority of the population is Hispanic, it is also home to other races. Having this, it brings diversity to the culture of the city. This includes religions, genders, and sexual orientation. The potential for victims of hate crime exist with the given population variables, thus making it our priority to dedicate the time and resources necessary to offer services to any potential victims of crime and to provide the community with adequate support services, information, referrals, and education.

- Human trafficking: sex
- Kidnapping (noncustodial)
- Kidnapping (custodial)
- Mass violence (domestic/international)
- Other vehicular victimization (e.g., hit and run)
- Robbery
- Stalking/harassment
- Survivors of homicide victims

- Teen dating victimization

Budget and Staffing

Answer the questions below based on your current fiscal year. Report the total budget available to the victim services program by source of funding. Do not report the entire agency budget, unless the entire budget is devoted to victim services program.

Annual funding amounts allocated to all victimization programs and/or services for the current fiscal year:

Identify by source the amount of funds allocated to the victimization program/services budget for your agency. DO NOT COUNT FUNDS IN MORE THAN ONE CATEGORY. OTHER FEDERAL includes all federal funding except the award amount for this grant.

OOG Current Budget:
\$153,410.40

Other State Funds:
\$0.00

Other Local Funds:
\$0.00

Other Federal Funds:
\$0.00

Other Non-Federal Funds:
\$0.00

Total Victimization Program Budget:
\$153,410.40

Total number of paid staff for all grantee victimization program and/or services:
COUNT each staff member once. Both full and part time staff should be counted as one staff member. DO NOT prorate based on FTE.

Total number of staff:
6

Number of staff hours funded through THIS grant award (plus match) for grantee's victimization programs and/or services:
Total COUNT of hours to work by all staff supporting the work of this award, including match.

Total number of hours:
12480

Number of volunteer staff supporting the work of this award (plus match) for grantee's victimization programs and/or services:
COUNT each volunteer staff once. DO NOT prorate based on FTE.

Total number of volunteer staff:

Number of volunteer hours supporting the work of this award (plus match) for grantee's victimization programs:
Total COUNT of hours to work by all volunteers supporting the work of the award, including match

Total hours to work by all volunteers:

0

Explain how your organization uses volunteers to support its victimization programs or if your organization does not use volunteers explain any circumstances that prohibit the use of volunteers.

Due to the continued and current rise in Covid-19, Influenza, and Respiratory Syncytial Virus, the police department had to suspend the volunteer program, including the VSRT volunteers. The police department intends to reinstitute the volunteer program when the City of El Paso, under the guidance of Health and Human Services, deems it safe to do

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

☐ Yes

☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

☐ Yes

☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- ☐ Yes
☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes
☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes
☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes
☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts. Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- ☐ Yes
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- ☐ Yes
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

☐ Yes
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

☐ Yes
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Case Manager	N. Becerra Approximate Annual Salary of \$44,688.83 including fringe benefits of up to \$ 22,322.38 (Workers Compensation, Unemployment, Life Insurance, Pension Plan, FICA & medicare). The total estimated compensation is \$67,011.21	\$31,448.00	\$7,862.00	\$0.00	\$0.00	\$39,310.00	100
Personnel	Case Manager	P. Gross Approximate Annual Salary of \$38,159.41 including fringe benefits of up to \$ 16,034.93 (Workers Compensation, Unemployment, Life Insurance, Pension Plan, FICA & edicare). The total estimated compensation is \$54,194.35	\$25,433.11	\$6,358.28	\$0.00	\$0.00	\$31,791.39	100
Personnel	Case	V. Nunez	\$24,582.71	\$6,145.68	\$0.00	\$0.00	\$30,728.39	100

	Manager	Approximate Annual Salary of \$36,703.51 including fringe benefits of up to \$ 15,678.75 (Workers Compensation, Unemployment, Life Insurance, Pension Plan, FICA & edicare). The total estimated compensation is \$52,382.26						
Personnel	Case Manager	V. Muniz Approximate Annual Salary of \$ 35,594.83 including fringe benefits of up to \$ 7,862.90 (Workers Compensation, Unemployment, Life Insurance, Pension Plan, FICA & edicare). The total estimated compensation is \$43,457.73	\$20,394.48	\$5,098.62	\$0.00	\$0.00	\$25,493.10	100
Personnel	Case Manager	M. Rivera Approximate Annual Salary of \$35,859.00 including fringe benefits of up to \$ 15,530.67 (Workers Compensation, Unemployment, Life Insurance, Pension Plan, FICA & edicare). The total estimated compensation is \$51,389.67	\$24,116.89	\$6,029.22	\$0.00	\$0.00	\$30,146.11	100
Personnel	Case Manager	C. Pinales Approximate Annual Salary of \$41,653.71	\$27,435.21	\$6,858.80	\$0.00	\$0.00	\$34,294.01	100

		including fringe benefits of up to \$ 16,806.83 (Workers Compensation, Unemployment, Life Insurance, Pension Plan, FICA & edicare). The total estimated compensation is \$58,460.54						
--	--	---	--	--	--	--	--	--

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
El Paso, City of General Funds	Cash Match	\$38,352.60

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$38,352.60	\$38,352.60	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	\$153,410.40	\$38,352.60	\$0.00	\$0.00	\$191,763.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$153,410.40	\$38,352.60	\$0.00	\$0.00	\$191,763.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
--	--------------	----------	------------	----------------------

You are logged in as **User Name:** LauraCarpio



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-206, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

Districts 1, 2, 3, 6, 8

Environmental Services, Ellen A. Smyth, (915) 212-6000

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

That the Solid Waste liens on the attachment posted with this agenda be approved (See Attachment A).

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

AGENDA DATE: February 7, 2023
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ellen A. Smyth, (915) 212-6000

DISTRICT(S) AFFECTED: 1, 2, 3, 6, 8

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:

That the Solid Waste liens on the attachment posted with this agenda be approved (See Attachment A).

BACKGROUND / DISCUSSION:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Environmental Services Department

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:

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

ATTACHMENT A
SOLID WASTE LIENS
February 7, 2023

Address	Owner of Record	Amount	District
5815 JUNIPER CREEK DR	TIGER I HOLDINGS LLC	\$411.00	1
6133 LOS FUENTES DR	NORRIS JERI L	\$333.50	1
6285 RUDY VIDOVIC ST	GRIGSBY THOMAS J	\$408.50	1
6362 ARCE DR	ORTIZ MARIA G	\$392.00	1
3215 E MISSOURI AVE	HIGAREDA GABRIEL	\$405.50	2
4401 CAMBRIDGE AVE	BROYLES J PC/O BROYLES B L	\$362.50	2
5426 DAILEY AVE	JIMENEZ JUANITA G	\$435.00	2
6325 GEIGER AVE	HUGHES MICHAEL	\$320.00	2
7221 STILES DR	MORENO RAMON R	\$336.75	3
7221 STILES DR	MORENO RAMON R	\$374.25	3
7221 STILES DR	MORENO RAMON R	\$844.00	3
6448 NAVAJO AVE	FLORES FRANCISCO G & MARIA	\$380.00	3
7108 ORANGE TREE LN	MARROQUIN HUGO	\$383.00	3
7108 ORANGE TREE LN	MARROQUIN HUGO	\$379.50	3
1750 JUDITH RESNIK DR	JAIME GERARDO	\$420.00	6
3030 TRAWOOD DR REAR	EMPIRE HOMES REAL ESTATE	\$395.50	6
1512 WYOMING AVE	ESPARZA ENRIQUE JR & CECILIA A	\$375.00	8
3012 RIVERA AVE	SANCHEZ MARIA T	\$534.00	8

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, TIGER I HOLDINGS LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

5815 Juniper Creek Dr, more particularly described as Lot 9, Block
3, Valley Creek #3 Replat Amending Subdivision, City of El Paso,
El Paso County, Texas, PID #V138-999-0030-0900

to be \$411.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of January, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED ELEVEN AND 00/100 DOLLARS (\$411.00) to be a lien on the above described property, said amount being due and payable within ten (10)

days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Ellen A. Smyth, P.E., Chief Transit and Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, NORRIS JERI L, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

6133 Los Fuentes Dr, more particularly described as Lot 51
(10099.67 Sq Ft), Block 143, Chaparral Park #39 Subdivision, City
of El Paso, El Paso County, Texas, PID #C340-999-1430-5100

to be \$333.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 7th day of January, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY THREE AND 50/100 DOLLARS (\$333.50) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

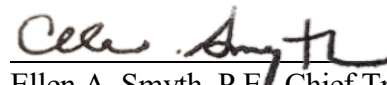
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit and Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GRIGSBY THOMAS J, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

6285 Rudy Vidovic St, more particularly described as Lot 18
(8289.00 Sq Ft), Block 20, River Park West #8 Subdivision, City of
El Paso, El Paso County, Texas, PID #R576-999-0200-1800

to be \$408.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 16th day of November, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED EIGHT AND 50/100 DOLLARS (\$408.50) to be a lien on the above described property, said amount being due and payable within ten (10) days

from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:


Oscar Leeson
Mayor

ATTEST:

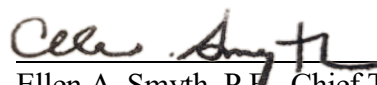
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Wendi N. Vineyard
Assistant City Attorney



Ellen A. Smyth, P.E., Chief Transit and Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ORTIZ MARIA G, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

6362 Arce Dr, more particularly described as Lot 1 (3000 Sq Ft),
Block D, Montoya Subdivision, City of El Paso, El Paso County,
Texas, PID #M760-999-001D-0001

to be \$392.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 4th day of January, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETY TWO AND 00/100 DOLLARS (\$392.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

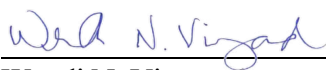
CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

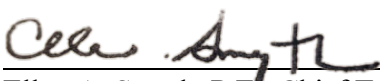
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit and Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, HIGAREDA GABRIEL, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

3215 E Missouri Ave, more particularly described as Lot 13 & W
1/2 Of 14 (5250 Sq Ft), Block 68, East El Paso Subdivision, City of
El Paso, El Paso County, Texas, PID #E014-999-0680-2600

to be \$405.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21st day of January, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIVE AND 50/100 DOLLARS (\$405.50) to be a lien on the above described property, said amount being due and payable within ten (10) days

from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

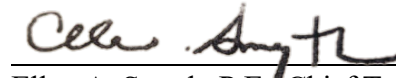
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E. Chief Transit and Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, BROYLES J PC/O BROYLES B L , referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

4401 Cambridge Ave, more particularly described as Lot 1 & W 1/2
Of 2 (5250 Sq Ft), Block 86, Government Hill Subdivision, City of
El Paso, El Paso County, Texas, PID #G569-999-0860-0100

to be \$362.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of November, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY TWO AND 50/100 DOLLARS (\$362.50) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leaser
Mayor


ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:


Ellen A. Smyth, P.E. Chief Transit and Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, JIMENEZ JUANITA G, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

5426 Dailey Ave, more particularly described as Lots 35 & 36 (6000 Sq Ft), Block 6, Brentwood Heights Subdivision, City of El Paso, El Paso County, Texas, PID #B724-999-0060-7700

to be \$435.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 31st day of January, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED THIRTY FIVE AND 00/100 DOLLARS (\$435.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

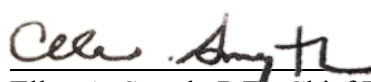
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit and Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, HUGHES MICHAEL, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

6325 Geiger Ave, more particularly described as Sw Pt Of 5 (85.91 Ft On Walker 86.27 Ft & 90.43 Ft On N 11.75'One 160'O))(7812Sf) S#Tn-14S, Block 2, Glendale Subdivision, City of El Paso, El Paso County, Texas, PID #G474-999-0020-5100

to be \$320.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 20th day of January, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY AND 00/100 DOLLARS (\$320.00) to be a lien on the above described property, said amount being due and payable within ten (10)

days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

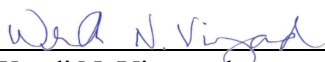
CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit and Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MORENO RAMON R, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

7221 Stiles Dr, more particularly described as E 60 Ft Of 45, Block
7, Stiles Gardens Subdivision, City of El Paso, El Paso County,
Texas, PID #S658-999-0070-5900

to be \$336.75, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of July, 2014, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY SIX AND 75/100 DOLLARS (\$336.75) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

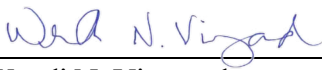
CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

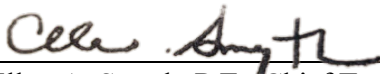
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit and Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MORENO RAMON R, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

7221 Stiles Dr, more particularly described as E 60 Ft Of 45, Block
7, Stiles Gardens Subdivision, City of El Paso, El Paso County,
Texas, PID #S658-999-0070-5900

to be \$374.25, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 22nd day of November, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SEVENTY FOUR AND 25/100 DOLLARS (\$374.25) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

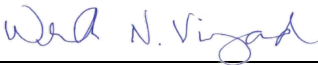
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

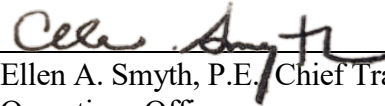
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E. Chief Transit and Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MORENO RAMON R, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

7221 Stiles Dr, more particularly described as E 60 Ft Of 45, Block
7, Stiles Gardens Subdivision, City of El Paso, El Paso County,
Texas, PID #S658-999-0070-5900

to be \$844.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of March, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount EIGHT HUNDRED FORTY FOUR AND 00/100 DOLLARS (\$844.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:

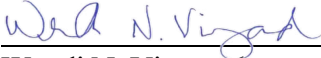
Oscar Leeson
Mayor

ATTEST:

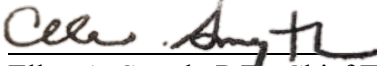
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Wendi N. Vineyard
Assistant City Attorney



Ellen A. Smyth, P.E., Chief Transit and Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023,
by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, FLORES FRANCISCO G & MARIA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

6448 Navajo Ave, more particularly described as Lot 112, Block 6,
Valley View Heights Subdivision, City of El Paso, El Paso County,
Texas, PID #V342-999-0060-3700

to be \$380.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of January, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED EIGHTY AND 00/100 DOLLARS (\$380.00) to be a lien on the above described property, said amount being due and payable within ten (10)

days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

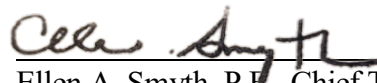
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit and Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MARROQUIN HUGO, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

7108 Orange Tree Ln, more particularly described as Lot 13 (6000 Sq Ft), Block 5, Hidden Valley Subdivision, City of El Paso, El Paso County, Texas, PID #H413-999-0050-2500

to be \$383.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of February, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED EIGHTY THREE AND 00/100 DOLLARS (\$383.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

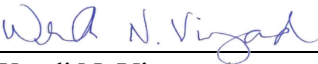
CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

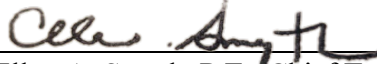
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E. Chief Transit and Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023,
by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MARROQUIN HUGO, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

7108 Orange Tree Ln, more particularly described as Lot 13 (6000 Sq Ft), Block 5, Hidden Valley Subdivision, City of El Paso, El Paso County, Texas, PID #H413-999-0050-2500

to be \$379.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 23rd day of September, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SEVENTY NINE AND 50/100 DOLLARS (\$379.50) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

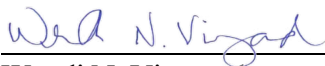
CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

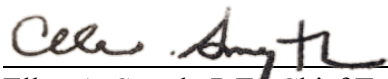
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit and Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, JAIME GERARDO, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

1750 Judith Resnik Dr, more particularly described as Lot 26
(5606.92 Sq Ft), Block 18, East Gate #2 Subdivision, City of El
Paso, El Paso County, Texas, PID #E049-999-0180-2600

to be \$420.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of November, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWENTY AND 00/100 DOLLARS (\$420.00) to be a lien on the above described property, said amount being due and payable within ten (10)

days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

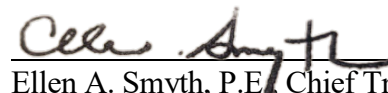
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit and Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, EMPIRE HOMES REAL ESTATE, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

3030 Trawood Dr Rear, more particularly described as Lot 39
(11505.84 Sq Ft), Block 2, Vista Hills #2 Replat B Subdivision, City
of El Paso, El Paso County, Texas, PID #V897-999-0020-0081

to be \$395.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 20th day of January, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETY FIVE AND 50/100 DOLLARS (\$395.50) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Ellen A. Smyth, P.E.
Chief Transit and Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ESPARZA ENRIQUE JR & CECILIA A, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

1512 Wyoming Ave, more particularly described as Lot 7 & W 1/2
Of 8 (4500 Sq Ft), Block 42, Franklin Heights Subdivision, City of
El Paso, El Paso County, Texas, PID #F607-999-0420-1300

to be \$375.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of February, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SEVENTY FIVE AND 00/100 DOLLARS (\$375.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie E. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit and Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SANCHEZ MARIA T, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

3012 Rivera Ave, more particularly described as Lots 25 & 26
(Homesite) (3500.00 Sq Ft), Block B, East El Paso Subdivision, City
of El Paso, El Paso County, Texas, PID #E014-999-000B-6100

to be \$534.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 28th day of January, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED THIRTY FOUR AND 00/100 DOLLARS (\$534.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Leslie B. Jean-Pierre
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Ellen A. Smyth
Ellen A. Smyth, P.E. Chief Transit and Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000



Legislation Text

File #: 23-204, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Capital Improvement Department, Yvette Hernandez, (915) 212-1860

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

That District 5 Representative, Isabel Salcido, be appointed as a City Representative to the Transportation Policy Board for the Metropolitan Planning Organization to replace District 7 Representative, Henry Rivera; and that District 8 Representative, Chris Canales, be appointed as a City Representative to the Transportation Policy Board for the Metropolitan Planning Organization to replace former District 8 Representative, Cissy Lizarraga, effective immediately.

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

AGENDA DATE: February 7, 2023
PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez, P.E. City Engineer
(915) 212-1860

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: 6.0 Set the Standard for Sound Governance & Fiscal Management

SUBGOAL: 6.8 Support transparent and inclusive government

SUBJECT:

That District 5 Representative, Isabel Salcido, be appointed as a City Representative to the Transportation Policy Board for the Metropolitan Planning Organization to replace District 7 Representative, Henry Rivera; and that District 8 Representative, Chris Canales, be appointed as a City Representative to the Transportation Policy Board for the Metropolitan Planning Organization to replace former District 8 Representative, Cissy Lizarraga, effective immediately.

BACKGROUND / DISCUSSION:

The By-laws and Procedures for the Metropolitan Planning Organization's Transportation Policy Board (TPB) provide that the City of El Paso's representation on the TPB shall be equal to the number of unincorporated Texas municipalities who have representation on the TPB. City representatives on the Board include the Mayor and the District 3 representative.

SELECTION SUMMARY: N/A

CONTRACT VARIANCE: - N/A

PROTEST: - N/A

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING: N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: City Council

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD: Assistant Director Capital Improvement



Yvette Hernandez, P.E. City Engineer

RESOLUTION

WHEREAS, the By-laws and Procedures for the Metropolitan Planning Organization's Transportation Policy Board (TPB) provide that the City of El Paso's representation on the TPB shall be equal to the number of unincorporated Texas municipalities who have representation on the TPB; and

WHEREAS, the TPB bylaws provide that representatives of local units of government shall be appointed by, and serve at the pleasure of, the appointing local units of government they represent; and

WHEREAS, the City of El Paso desires to appoint District 5 Representative, Isabel Salcido, as a City representative to the TPB replacing District 7 Representative Henry Rivera; and

WHEREAS, the City of El Paso desires to appoint District 8 Representative, Chris Canales, as a City representative to the TPB replacing former District 8 Representative, Cissy Lizarraga.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That District 5 Representative, Isabel Salcido, be appointed as a City Representative to the Transportation Policy Board for the Metropolitan Planning Organization to replace District 7 Representative, Henry Rivera; and that District 8 Representative, Chris Canales, be appointed as a City Representative to the Transportation Policy Board for the Metropolitan Planning Organization to replace former District 8 Representative, Cissy Lizarraga, effective immediately.

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:



Roberta Brito
Assistant City Attorney



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-226, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

Members of the City Council, Representative Alexsandra Annello, (915) 212-0002

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Marco Covarrubias to the Ethics Review Commission by Representative Alexsandra Annello, District 2.



Board Appointment Form

City Clerk

Submitted On:

Jan 31, 2023, 11:24AM MST

Appointing Office	Representative District 2
Type of Agenda	Consent
Date of Council Meeting	Tuesday, February 7, 2023
Agenda Posting Language	Re appointment of Marco Covarrubias to the Ethics Review Commission by City Representative Alexsandra Annello, District 2.
Name of Board/Committee/Commission	Ethics Review Commission
Appointment Type	Regular
List the nominee's qualifications to serve on this Board	Background in political science and education.
Nominated By	Representative Alexsandra Annello
Nominee Name	Marco A. Covarrubias
Nominee Email Address	
Nominee Residential Address	
City / State / Zip Code	
Nominee Primary Phone Number	
Which District does the nominee reside in?	District 2
Does the proposed appointee have a relative working for the city?	NO
Has appointee been a member of other city boards / commissions / committees?	YES
If so, please provide names and dates.	Served with the Memorial Park Master Plan Steering Committee during Summer 2022.
List all real estate owned by appointee in El Paso County (by address, if none, enter 'N/A')	
Who was the last person to have held the position before it became vacant?	Marco A. Covarrubias
Incumbent Expiration Date	February 20, 2023

Reason person is no longer in office	Term Expired
Date of Appointment	February 07, 2023
Term begins on	February 21, 2023
Expiration Date of New Appointee	February 20, 2025
Term	1st Term
Upload File(s)	MarcoA._Covarrubias_Resume.pdf

Marco A. Covarrubias



Organized and dependable candidate successful at managing multiple priorities with a positive attitude. Willingness to take on added responsibilities to meet team goals. To seek and maintain full-time position that offers professional challenges utilizing interpersonal skills, excellent time management and problem-solving skills.



Skills

- Relationship building
- Public speaking



Work History


2022-03 - Current	<div>Substitute Teacher <i>EPISD, El Paso, TX</i><ul style="list-style-type: none">Upheld classroom routines to support student environments and maintain consistent schedules.Took over class for regular classroom teacher, managing assignments, student needs and recordkeeping.Followed classroom plans left by class teacher to continue student education and reinforce core concepts.Kept students on-task with proactive behavior modification and positive reinforcement strategies.</div>
2019-11 - 2020-11	<div>Migrant Tutor <i>EPISD, El Paso, TX</i><ul style="list-style-type: none">Conducted tutorial services for migrant students to provide academic support in their curriculum as needed.Primarily responsible for providing supplemental academic support and enrichment opportunities to ensure migrant students meet the same achievement standards that all students are expected to meet and graduate from high school.</div>

2016-01 - 2018-04

Store Manager

One Stop Postal Shop, El Paso, TX

- Reviewed and monitored scheduling, purchases and other expenses to maintain quarterly budget.
- Maintained proper product levels and inventory controls for merchandise and organized backroom to facilitate effective ordering and stock rotation.
- Managed store employees successfully in fast-paced environment through proactive communication and positive feedback.
- Supervised guests at front counter, answering questions regarding products.

Education

2019-08 - Current

Bachelor of Arts: Political Science And Government

The University of Texas At El Paso - El Paso, TX

2018-01 - 2019-07

Associate of Arts: Interdisciplinary Studies

El Paso Community College - El Paso, TX

2000-08 - 2003-05

High School Diploma

Montwood High School - El Paso, TX

Languages

Spanish



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-201, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Norma Rivera to the Open Space Advisory Board by Representative Cassandra Hernandez, District 3.



Board Appointment Form

City Clerk

Submitted On:

Jan 27, 2023, 03:48PM MST

Appointing Office	Representative District 3
Type of Agenda	Consent
Date of Council Meeting	Tuesday, February 7, 2023
Agenda Posting Language	Appointment of Norma Rivera to the Open Space Advisory Board by Representative Cassandra Hernandez, District 3
Name of Board/Committee/Commission	Open Space Advisory Board
Appointment Type	Regular
List the nominee's qualifications to serve on this Board	Resident of the City and interested in open space, trails and greenways
Nominated By	Representative Cassandra Hernandez
Nominee Name	Norma Rivera
Nominee Email Address	
Nominee Residential Address	
City / State / Zip Code	
Nominee Primary Phone	
Which District does the nominee reside in?	District 2
Does the proposed appointee have a relative working for the city?	NO
Has appointee been a member of other city boards / commissions / committees?	NO
List all real estate owned by appointee in El Paso County (by address, if none, enter 'N/A')	N/A
Who was the last person to have held the position before it became vacant?	Alyssa Cervantes Benavides
Incumbent Expiration Date	December 29, 2022
Reason person is no longer in office	Resigned

Date of Appointment	February 07, 2023
Term begins on	July 1, 2021
Expiration Date of New Appointee	June 30, 2025
Term	Unexpired Term
Upload File(s)	Norma Rivera Resume Open Space AB 2023.pdf

Norma Rivera

Software Engineer

Passionate software developer with 9+ years of experience. Extremely motivated to constantly learn and develop skills to grow professionally. Avid advocate for CS education for women and minorities

CONTACT



[REDACTED]

[REDACTED]



[REDACTED]



[REDACTED]



[REDACTED]

SKILLS

Programming Languages

Java, C#, Python, JavaScript,
HTML, CSS, PowerShell, SQL,
Lua, PHP

Tools & Environments

SharePoint, Visual Studio,
Android Studio, Elasticsearch,
Drupal, Command Line, Git

Methodologies

Agile Development & SCRUM,
Test-Driven Development

DevOps

Jenkins, SonarQube,
Dependency Track, Docker,
Azure DevOps

Database

SQL Server, PostgreSQL,
MongoDB

Other

Active Secret Clearance,
Bilingual (English/Spanish)

EDUCATION

Master of Science in Computer Science

The University of Texas at El Paso

2012-2015, GPA 3.9

- Ontology Development and Interdisciplinary Research Groups
- CS Outstanding Thesis Award

Bachelor of Interdisciplinary Studies

The University of Texas at El Paso

2007-2011, GPA 3.88

- Bilingual Education EC-12
- Magna Cum Laude

WORK EXPERIENCE

Microsoft, Software Engineer II

AUGUST 2022 - PRESENT

- Work on Xbox content moderation and restriction to build safe experiences for players
- Maintain and develop the Xbox Family Settings app, which allows parents to manage screen time, spending limits, content restrictions, and other settings for their children

Last Sundays Ride, President

OCT 2021 - PRESENT

- Oversee non-profit organization dedicated to empowering women and children through cycling
- Create programs and events that encourage the local community and its surrounding region to lead active, healthy and inspiring lives with the use of bicycles
- More info at: lastsundaysride.com

WORK EXPERIENCE

Drug Enforcement Administration at El Paso Intelligence Center (EPIC), Computer Programmer II

MAY 2019 - PRESENT

- Support the development and implementation of software solutions for the DEA through Dutch Ridge, Federal Government Contractors
- Transitioned existing applications to allow for their continuous integration, testing, and deployment
- Renovated legacy application from .NET to React + NodeJS + Sequelize ORM, establishing a microservice architecture

U.S. Army Research Laboratory, Programmer

APR 2017 - APR 2019

- Assist in the development and implementation of weather impacts software and decision support tools
- Created infrastructure to serve reliable and persistent data resources and atmospheric modeling using the LAPP (Linux, Apache, Postgres, Python) stack

Lockheed Martin, Associate Programmer

JUN 2014 - JUN 2016

- Developed web-based solutions to NASA Mission Operations Facility Division (MOFD) through the Facilities Development and Operations Contract (FDOC)
- Created tools and applications to automate data reports, create visualizations, and support overall organization of document data to facilitate user efforts

University of Texas at El Paso, Graduate Research Assistant

JUN 2014 - DEC 2015

- Developed a methodology to support knowledge exchange and integration across diverse interdisciplinary research (IDR) groups using ontology development techniques
- Presented research work in the Computing Alliance of Hispanic Serving Institutions (CAHSI) Summit in San Juan, Puerto Rico, and in the First IEEE International Smart Cities Conference in Guadalajara, México

Cyber-ShARE Center of Excellence, Web Developer

JUN 2013 - JUN 2014

- Developed and maintained a dynamic web application using Drupal Content Management System

VOLUNTEER WORK

Microsoft TEALS (Technology, Applications and Literacy in Schools), Teaching Assistant

MAY 2020 - MAY 2021

- TEALS program teams technical volunteers with high schools to teach Computer Science alongside classroom teachers. Assist instructing lessons using Java and Eclipse to students.

Fab Lab El Paso, Computer Science Instructor

APR 2017 - DEC 2018

- Develop and deliver STEAM and coding lessons and workshops to students ages 8-14 using a variety of tools e.g. Scratch, Processing IDE, Makey Makey, HTML, Raspberry Pi, and Arduino

Latinitas El Paso (now Southwest LatinX), Technology Outreach Lead

OCT 2016 - DEC 2018

- Develop lessons, projects, equipment, and ideas for the technology unit at Latinitas nonprofit organization

Girls Who Code, Computer Science Instructor

APR 2017 - DEC 2017

- Create and deliver classroom content for Girls Who Code to support and increase the number of women in computer science



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-231, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

Members of the City Council, Representative Isabel Salcido, (915) 212-0005

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Gracie Cain Viramontes to the Museums and Cultural Affairs Advisory Board by Representative Isabel Salcido, District 5.



Board Appointment Form

City Clerk

Submitted On:

Feb 1, 2023, 10:00AM MST

Appointing Office	Representative District 5
Type of Agenda	Consent
Date of Council Meeting	Tuesday, February 7, 2023
Agenda Posting Language	Appointment of Gracie Cain Viramontes to the Museum and Cultural Affairs Board by Representative Isabel Salcido, District 5.
Name of Board/Committee/Commission	Museums and Cultural Affairs Advisory Board
Appointment Type	Regular
List the nominee's qualifications to serve on this Board	Creative Director and Founder of Emajj Public Relations and Marketing. I am responsible for growing, shaping, and maintaining a company's reputation and brand. In addition, I identify media opportunities, maintain existing media relations, and promote positive public awareness of the company through external communications.
Nominated By	Representative Isabel Salcido
Nominee Name	Gracie Cain Viramontes
Nominee Email Address	
Nominee Residential Address	
City / State / Zip Code	
Nominee Primary Phone Number	
Which District does the nominee reside in?	District 3
Does the proposed appointee have a relative working for the city?	NO
Has appointee been a member of other city boards / commissions / committees?	YES
If so, please provide names and dates.	Greater El Paso Civic, Convention & Tourism Advisory Board 2020 2022 Downtown Management District 2016 Present
List all real estate owned by appointee in El Paso County (by address, if none, enter 'N/A')	n/a

Who was the last person to have held the position before it became vacant?	Ivan Nino
Incumbent Expiration Date	October 01, 2023
Reason person is no longer in office	Resigned
Date of Appointment	February 07, 2023
Term begins on	October 01, 2021
Expiration Date of New Appointee	October 01, 2023
Term	Unexpired Term
Upload File(s)	Gracie Cain Viramontes Board Resume.pdf

GRACIE CAIN VIRAMONTES



PERSONAL PROFILE

Creative Director and Founder of Emajj Public Relations and Marketing. I am responsible for growing, shaping, and maintaining a company's reputation and brand. In addition, I identify media opportunities, maintain existing media relations, and promote positive public awareness of the company through external communications.

As a strategist, I develop and implement a client's strategy. I identify and determine creative solutions to improve a business.

Creating a presence when presence matters.

PROFESSIONAL BOARD EXPERIENCE

Progress321
President
May 2022 - Present

- Create development for the region to be the best place to live, work, and create.
- Spearhead merging leaders with established trailblazers and fostering meaningful, actionable progress in our region.

Homeland security
Board member
Feb 2018 - Present

- Implemented and improved internal communications systems between regions' business sectors.
- Work to improve border bridge times.

Downtown Management
District
Board member
Apr 2016 - Present

- Create ideas to promote economic development by providing services championing a vibrant Downtown El Paso.
- Give advice and creative ideas for various marketing/public relations messaging.

Junior League of El Paso
Membership
2020 - Present

- Proactively create initiatives to meet the critical needs of the El Paso community.
- Create training to enable women to reach their full potential as individuals and community leaders.

P A S T

El Paso Live
Board chair
2020 - 2022

Give input/advice to three branded operating divisions: Visit El Paso, El Paso Live, and El Paso Water Parks.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-232, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Dr. Richard P. Petri, Jr. to the Veterans Affairs Advisory Committee by Mayor Oscar Leeser.



Board Appointment Form

City Clerk

Submitted On:

Feb 1, 2023, 10:47AM MST

Appointing Office	Mayor
Type of Agenda	Consent
Date of Council Meeting	Tuesday, February 7, 2023
Agenda Posting Language	Appointment of Dr. Richard P. Petri, Jr. to the Veterans Affairs Advisory Committee by Mayor Oscar Leeser.
Name of Board/Committee/Commission	Veterans Affairs Advisory Committee
Appointment Type	Regular
List the nominee's qualifications to serve on this Board	Please see resume.
Nominated By	Mayor Oscar Leeser
Nominee Name	Richard P. Petri, Jr.
Nominee Email Address	
Nominee Residential Address	
City / State / Zip Code	
Nominee Primary Phone Number	
Which District does the nominee reside in?	
Does the proposed appointee have a relative working for the city?	NO
Has appointee been a member of other city boards / commissions / committees?	NO
List all real estate owned by appointee in El Paso County (by address, if none, enter 'N/A')	
Who was the last person to have held the position before it became vacant?	Lance Lehr
Incumbent Expiration Date	June 15, 2023
Reason person is no longer in office	Resigned

Date of Appointment	February 07, 2023
Term begins on	June 16, 2019
Expiration Date of New Appointee	June 15, 2023
Term	Unexpired Term
Upload File(s)	Resume Dr. Richard P. Petri.pdf

Richard P Petri, Jr., MD, FAAPMR, FAAIM

OBJECTIVE

Provide outstanding medical care. Develop a holistic center of Integrative Medicine care. Become a professor in the field of Medicine and Sciences at the local medical, nursing and health science schools.

EXPERIENCE- CIVILIAN

University of Arizona, Andrew Weil Center for Integrative Medicine Fellow	Tucson, AZ Aug 2020 - Sept 2022
The Institute for Integrative Health and Healing, PLLC CEO, Founder	El Paso, TX September 2019-Present
Signify Health Locum Tenens	San Antonio, TX August 2019- Present
Georgetown University Medical School Drug Tox Laboratory Analyst	Washington, DC September 1987- May 1988
University of Wisconsin Department of Genetics Research Technician	Madison, WI June 1987-August 1987
University of Wisconsin Department of Athletics Tutoring Tutor, UW Football Team	Madison, WI August 1986-August 1987
Downtown Fitness Center Trainer	Madison, WI January 1987-May 1987
Diane's Inn Bartender	Milwaukee, WI May 1985-August 1986
Blue Cross/Blue Shield United of Wisconsin Actuarial Technician	Milwaukee, WI March 1983 to August 1986
Medical College of Wisconsin Department of Gastroenterology Research Assistant	Milwaukee WI January 1983-March 1983
Veteran's Administration Clinical Pharmacology Research Assistant	Milwaukee, WI May 1981 to January 1983
Shane's Harborview Busboy, Dishwasher, Waiter	Phillips, WI June 1972-May 1975

EXPERIENCE- MILITARY

William Beaumont Army Medical Center, IDES Medical Board Impartial Medical Provider Reviewer/Physician	El Paso, TX 79920 October 2015 to February 2019
William Beaumont Army Medical Center, Department of Clinical Investigation Chief	El Paso, TX 79920 February 2016 to May 2016
Source Selection Evaluation Board Chairman	San Antonio, TX April 2015 to July 2015

Joint Incentive Fund Pain Education Project (JPEP) Education Curriculum Workgroup Subject Matter Expert (SME)	Washington, DC Sept 2014 to February 2019
NATO Task Force on Integrative Medicine Technical Team HFM-195 Chairman	El Paso, TX 79920 Sept 2013 to March 2017
William Beaumont Army Medical Center, Department of Clinical Investigations Scientific Reviewer	El Paso, TX Jul 2013 to February 2016
William Beaumont Army Medical Center, Office of the Commander Special Projects Officer	El Paso, TX Jul 2013 to February 2016
1st Armor Division Standing Board of Inquiry Member	Ft Bliss, TX Jun 2013 to May 2014
The Office of The Army Surgeon General Rehabilitation and Reintegration Division NICoE-Sat Work Group Member	Washington, D.C. November 2012 to Present
Joint Incentive Fund (JIF) Tiered Acupuncture Training Across Clinical Settings (ATACS) Department of Army Principal Representative	Washington, DC October 2012 to August 2016
US Army Medical Research and Materiel Command Clinical and Rehabilitative Medicine Research Program Pain Scientific Steering Committee Member	Frederick, MD July 2012 to May 2015
The Office of The Army Surgeon General Pain Management Working Group Intensive Outpatient Program Development Co-Chair	Washington, D.C. March 2012 to February 2019
The Office of The Army Surgeon General Pain Management Working Group RVU/Coding Subcommittee Co-Chair	Washington, D.C. March 2012 to February 2019
International Working Group on Yoga and Naturopathy, AYUSH Research Subcommittee	Bangalore, India February 2012 to February 2012
International Working Group on Yoga and Naturopathy, AYUSH United States Representative	Bangalore, India February 2012 to February 2012
William Beaumont Army Medical Center Director, Interdisciplinary Pain Management Center Department of Pain Management	El Paso, TX 79920 January 2012 to June 2013
William Beaumont Army Medical Center IACUC Board Member	El Paso, TX 79920 January 2012 to February 2016
William Beaumont Army Medical Center Pain Champion	El Paso, TX 79920 April 2011 to June 2013
NATO Task Force on Integrative Medicine Technical Team HFM-195 Integrative Medicine Consultant	El Paso, TX 79920 March 2010 to March 2017

The Office of the Army Surgeon General Pain Management Task Force Physical Medicine and Rehabilitation/Integrative Medicine Consultant	Washington, D.C. March 2010 to Present
Defense Center of Excellence in Psychological Health and TBI Implementation of Integrative Medicine into the Afghanistan and Iraq Theaters of Operation for the Treatment of Traumatic Brain Injury (TBI) Task Force Integrative Medicine Consultant	Arlington, VA May 2009 to Sept 2009
William Beaumont Army Medical Center Chief, Physical Medicine and Integrative Care Services	El Paso, TX 79920 January 2009 to April 2011
Multinational Force and Observers Force Surgeon	Sinai, Egypt December 2007- December 2008
William Beaumont Army Medical Center IRB Board Member	El Paso, TX 79920 December 2006 to November 2007
William Beaumont Army Medical Center Director, Medical Student Medical Education	El Paso, TX 79920 August 2006 to November 2007
William Beaumont Army Medical Center Medical Director, IPAP Phase 2 Physician Assistant Program	El Paso, TX 79920 September 2006 to July 2007
William Beaumont Army Medical Center Medical Director, Medical Education Simulation Center	El Paso, TX 79920 February 2007 to July 2007
William Beaumont Army Medical Center Director, The Center for Integrative Medicine ~A Department of Defense First~	El Paso, TX 79920 November 2003 to December 2007
William Beaumont Army Medical Center Chief, Physical Medicine and Rehabilitation Services	El Paso, TX 79920 June 2003 to December 2007
William Beaumont Army Medical Center TRICARE ONLINE Champion	El Paso, TX 79920 August 2002 to July 2003
William Beaumont Army Medical Center Assistant Chief, Physical Medicine and Rehabilitation Service	El Paso, TX 79920 July 2000 to June 2003
Walter Reed Army Medical Center Staff Physiatrist	Washington, DC July 1999 to June 2000
William Beaumont Army Medical Center Deputy Commander Special Projects Region 7 Persian Gulf Illness Evaluations	El Paso, TX January 1995 to June 1996
US Army 2nd Infantry Division, 2nd Brigade, Brigade Surgeon	Camp Hovey, Korea APO, AP SF 96244-0608 July 1992 to June 1993
US Army 2nd Infantry Division, 2nd Brigade, 2nd Forward Support Battalion Surgeon	Camp Hovey, Korea APO, AP SF 96244-0608 July 1992 to June 1993

US Army
2nd Infantry Division, Discom, 2nd FSB
Commander, Camp Hovey Combined Dispensary

Camp Hovey, Korea APO, AP SF 96244-0608

July 1992 to June 1993

SPECIAL DUTIES

Guest Editor, Medical Acupuncture Special NATO edition, Integrative Medicine
Interventions for Military Personnel

El Paso, TX
April 2014 to October 2015

Chairman, Source Selection Evaluation Board

Ft Sam Houston, TX
Apr- Jul 2015

Chairman, NATO Human Factors and Medicine-195 Task Force on Integrative Medicine

Sept 2013- March 2017

Department of the Army Principal Representative, Joint Incentive Fund,
Acupuncture Training across Clinical Settings (ATACS)

Washington DC
May 2013 to March 2018

U.S. Department of Defense Representative to NATO Task Force on Integrative Medicine

Mar 2010- March 2017

Director, In Country Medical and Motorcade Support for President George W. Bush
World Economic Forum

Sinai, Egypt
16-17 May 2008

Director, In Country Medical and Motorcade Support for President George W. Bush

Sinai, Egypt
16 Jan 2008

TEACHING APPOINTMENTS

Associate Professor, Texas Tech
Department of Orthopedics

Oct 2003-February 2019

Associate Professor, Uniformed Services University Health Sciences
Department of Neurology

Jul 1999-February 2019

External Graduate Faculty, University of Texas-El Paso
Dissertation Committee Member, College of Health Sciences
Interdisciplinary Health Sciences

Feb 2012-December 2017

TASK FORCE CHAIRS

NATO Task Force HFM-195 Integrative Medicine Interventions for Military Personnel (2013- 2017)

COMMITTEE CHAIRS

The Office of the Army Surgeon General Pain Management Working Group, RVU/Coding and
Intensive Outpatient Subcommittee Co-Chair (2011- 2014)

William Beaumont Army Medical Center Pain Committee (2006-2008)

William Beaumont Army Medical Center Sole Provider, Co-Chair (2006-2007)

Ft Bliss MOS Medical Retention Board, Medical Officer (2003-2008)

William Beaumont Army Medical Center Clinical Practice Guidelines (2003-2008)

William Beaumont Army Medical Center Multi-Disciplinary Discharge Committee (2003)

Tricare Online Implementation (2002)

TRAINING

University of Arizona, Andrew Weil Center for Integrative Medicine Fellow	Tucson, AZ Aug 2020 - Sept 2022
Walter Reed Army Medical Center Physical Medicine and Rehabilitation Residency	Washington, DC July 1996 to June 1999
William Beaumont Army Medical Center Orthopedic Residency	El Paso, TX July 1993 to January 1995
William Beaumont Army Medical Center Transitional Internship	El Paso, TX July 1991 to June 1992

LICENSE/CERTIFICATIONS

State of Texas S3597	2019-2023
State of Wisconsin 35103	2003-2023
American Academy of Physical Medicine and Rehabilitation Boards	
Recertification	2020
Recertification	2010
Part II	2000
Part I	1999
Fellow, Integrative Medicine, American Association of Integrative Medicine	2011
Board Certified, Integrative Medicine, American Association of Integrative Medicine	2010
Fellow, American Academy of Physical Medicine and Rehabilitation	2000
National Boards	
Part III	1992
Part II	1991
Part I	1989

INVITED PANELS

Air Force Medical Service Integrative Medicine Working Group
Lackland Air Force Base
San Antonio, TX
April 2016

DoD Acupuncture Consensus Committee
Uniformed Services University of Health Sciences
Bethesda, MD
February 2016

Clinical and Rehabilitative Medicine (CRM) Capabilities-Based Assessment (CBA) Requirements Development Working-Gap Analysis
Tysons Corner, VA
February 2016

Clinical and Rehabilitative Medicine (CRM) Capabilities-Based Assessment (CBA) Requirements Development Working

Arlington, VA
October 2015

Clinical and Rehabilitative Medicine Research Program (CRM RP) Scientific Steering Committee, Neurosensory Research Award Programmatic Review

Ft Detrick, MD
August 2015

Clinical and Rehabilitative Medicine Research Program (CRM RP) Scientific Steering Committee, Neurosensory Research Award Programmatic Review

Ft Detrick, MD
May 2014

NATO Technical Team HFM-195 Integrative Medicine Interventions for Military Personnel 6th Meeting, Host

Ft Bliss, Texas
April 2014

Systematic Review of self-managed chronic pain interventions to augment pain management: Are Active, Self-Care CAM/IM Practices Effective for Self-Management of Chronic Pain? A Round Table Discussion

Samueli Institute
Alexandria, VA
June 2013

NATO Technical Team HFM-195 Integrative Medicine Interventions for Military Personnel 5th Meeting

Cologne, Germany
April 2013

NATO Technical Team HFM-195 Integrative Medicine Interventions for Military Personnel 4th Meeting

Zeist, The Netherlands
October 2012

Clinical and Rehabilitative Medicine Research Program Scientific Steering Committee for Pain Management

Fort Detrick, MD
August 2012

NATO Technical Team HFM-195 Integrative Medicine Interventions for Military Personnel 3rd Meeting

Budapest, Hungary
April 2012

International Working Group, AYUSH, Research Committee

Bangalore, India
February 2012

NATO Technical Team HFM-195 Integrative Medicine Interventions for Military Personnel 2nd Meeting

Bologna, Italy
October 2011

Combat and Operational Stress and Related Comorbidities: Accelerating Advancements in the Prevention, Recognition and Treatment of TBI and PH Conditions Roundtable

National Intrepid Center of Excellence
Bethesda, MD
Jun 2011

Fort Bliss Strategic Planning Resiliency Workgroup

Fort Bliss, Texas
Apr 2011

NATO Technical Team HFM-195 Integrative Medicine Interventions for Military Personnel – Inaugural Meeting

Paris, France
Mar 2011

Department of Defense/National Institute of Health Workshop on Acupuncture for Treatment of Acute Pain- Team Leader

Bethesda, MD
Feb 2011

Department of Defense/USU Consortium for Health and Military Performance High Intensity Training Workshop Invited Attendee

Bethesda, MD
Sept 2010

Panel Expert: Integrative Medicine

Defense Centers of Excellence Warrior Resilience Conference Mega community
Norfolk, VA
Nov 2009

Integrative Medicine Panel Expert

Telemedicine and Advanced Technology Research Center (TATRC) Pain/Integrative Health Strategic Planning Meeting
Frederick, MD
Oct 2009

Complementary and Alternative Medicine in the Military: Panel Expert

North American Research Conference on Complementary and Integrative Medicine
Minneapolis, MN
May 2009

Panel Expert: Integrative Medicine Model: Clinical Applications

Brain at War DCoE
San Francisco, CA
May 2009

Panel Expert: Integrative Medicine Clinic in a Hospital Setting

DHHS/Rand Corporation
Santa Monica, CA
April 2006

LECTURES

Integrative Health and Healing: A 4,000 Year Journey

Mountain View Information Management Association Workshop
El Paso Community College El Paso, TX
April 2016

Innovation: How an Enterprise Should Learn

Air Force Medical Service Integrative Medicine Working Meeting
Lackland Air Force Base San Antonio, TX
April 2016

Integrative Health and Healing in the Military

Military and Veteran Resiliency Medicine Summit
Naval Medical Center San Diego, CA
February 2016

Movement: An experiential journey of meditation

LIGHT Center
El Paso, TX
October 2015

Sound: A New Therapeutic Modality?

LIGHT Center
El Paso, TX
October 2015

Meeting the Challenge: Demonstrating Coordinated Quality Pain Care to our Service Members and Veterans – Part 2 Complementary and Alternative Pain Treatment in the Army

American Academy of Pain Medicine 29th Annual Meeting
Fort Lauderdale, FL
April 2013

Beyond Medications: Military Medicine's Expansion of Pain Management Treatment Options

National RX Drug Abuse Summit
Orlando, FL
Apr 2013

Integrative Health and Healing in the Military: The Treatment of Trauma and new Approaches to Patient Involvement

Veterans, Trauma and Treatment Best Mind-Body practices: A Professional Conference from Trauma to Resilience
The Omega Institute
Oct 2012

WBAMC IPMC Status

OTSG Pain Working Group
San Antonio, TX
March 2012

US Army and Integrative Medicine

International Conference on Yoga and Naturopathy, 2012
Bangalore, India
February 2012

Integrative Medicine: A Paradigm Shift?

Internal Medicine Grand Rounds
William Beaumont Army Medical Center
November 2011

CAM in the Military?

Primary Care Clinic Lecture Series
Bassett Community Hospital
Ft Wainwright, AK
September 2011

Office of The Surgeon General Comprehensive Pain Management Campaign Plan Acupuncture Demonstration

MEDCOM Training Symposium AUSA
San Antonio, TX
June 2011

On the Edge: Innovations in Research and Procedures. Integrative Medicine as a New World Order

Military Healthcare Conference and Convention
Institute for Defense and Government Advancements
San Antonio, TX
June 2011

New Initiatives in Pain Management

Intern Orientation
William Beaumont Army Medical Center
June 2011

The New Paradigm in Medicine: Or Is It Really?

Intern Orientation
William Beaumont Army Medical Center
June 2011

Pain Management Initiatives: William Beaumont Army Medical Center Grand Rounds

El Paso, Texas
May 2011

Is Integrative Medicine the New World Practice?

1st Inaugural Meeting NATO Technical Team HFM-195 Integrative Medicine Interventions for Military Personnel
NATO
Paris, France
March 2011

Why Alternative Medicine? A New World Practice

116th Annual Meeting
Association of Military Surgeons of the United States
The Society of the Federal Health Agencies
Phoenix, AZ
November 2010

Integrative Approaches to Pain Management in the Military: Clinical and Research Initiatives in Integrative Care for Combat Troops

21st Annual Clinical Meeting
American Academy of Pain Management
Las Vegas, NV
Sept 2010

Skills Training for Stress Management and Resilience: State of the Science and Practice

13th Annual Force Health Protection Conference
Phoenix, AZ
Aug 2010

Complementary and Alternative Medicine Research in the Military

13th Annual Force Health Protection Conference
Phoenix, AZ
Aug 2010

Acupuncture for TBI

William Beaumont Army Medical Center TBI committee
El Paso, TX
Dec 2009

Integrative Health Model

Telemedicine and Advanced Technology Research Center (TATRC) Pain/Integrative Health Strategic Planning Meeting
Frederick, MD
Oct 2009

Mind Body Medicine in the Treatment of Post-traumatic Stress Disorder

10th Annual Force Health Protection Conference
Deployment Health and Behavior Health Tracks
Louisville, KY
August 2007

Introduction to Pain Management

William Beaumont Army Medical Center Newcomer's Orientation,
Ft Bliss, TX
Monthly

Meditation: An Introduction to the Practice

El Paso Fibromyalgia Support Group
El Paso, TX
August 2007

Alternative Medicine: Treatment Options for the Cancer Patient

17th Annual Department of Defense Cancer Registration Training Conference
Washington, D.C.
May 2006

Holistic Pain Management

The Center for Integrative Medicine, WBAMC
El Paso, TX
Sept 2005

Fibromyalgia: What you should ask your doctor

El Paso Fibromyalgia Support Group

El Paso, TX

July 2004, July 2005, July 2006, October 2007

WBAMC Center for Integrative Medicine Briefing

White House Medical Office, Dr Hoffman, Physician to the Vice President,

Washington, D.C.

June 2005

Integrative Medicine: East meets West

3rd Annual Natural Health Symposium

The Center for Integrative Medicine at William Beaumont Army Medical Center

El Paso, TX

November 2005

National Security Agency

Ft Meade, MD

June 2005

The Office of The Surgeon General of the Army, Health Policy

Arlington, VA

June 2005

El Paso Community College Texas Health Information Management Association Chapter

Meeting

El Paso, TX

April 2005

New Initiatives in Military Complementary Medicine

Physical Medicine and Rehabilitation Short Course

Walter Reed Army Medical Center

March 2004

TEACHING

Battlefield Acupuncture Faculty Training

Tripler Army Medical Center/Spark M. Matsunaga VA

Honolulu, HI

17 February 2016

Marine Corp Base Hawaii

Kaneohe Bay, HI

16 February 2016

DoD/VA 4th Pain Management Training Conference

San Diego, CA

7 September 2016

Battlefield Acupuncture Provider Training

William Beaumont Army Medical Center

Ft Bliss, TX

26 May 2016

William Beaumont Army Medical Center

Ft Bliss, TX

24 May 2016

<i>William Beaumont Army Medical Center</i>	Ft Bliss, TX 28 April 2016
<i>William Beaumont Army Medical Center</i>	Ft Bliss, TX 20 April 2016
<i>William Beaumont Army Medical Center</i>	Ft Bliss, TX 22 March 2016
<i>William Beaumont Army Medical Center</i>	Ft Bliss, TX 23 February 2016
<i>Tripler Army Medical Center (4)</i>	Tripler AMC, HI 19 February 2016
<i>Tripler Army Medical Center (3)</i>	Tripler AMC, HI 19 February 2016
<i>Tripler Army Medical Center (2)</i>	Tripler AMC, HI 18 February 2016
<i>Tripler Army Medical Center (1)</i>	Tripler AMC, HI 18 February 2016
<i>Naval Health Clinic Hawaii</i>	Kaneohe Bay, HI 17 February 2014
<i>William Beaumont Army Medical Center</i>	Ft Bliss, TX 26 January 2016
<i>William Beaumont Army Medical Center</i>	Ft Bliss, TX 10 December 2016
<i>William Beaumont Army Medical Center</i>	Ft Bliss, TX 4 December 2016
<i>William Beaumont Army Medical Center</i>	Ft Bliss, TX 3 December 2016
<i>William Beaumont Army Medical Center</i>	Ft Bliss, TX 17 November 2016
<i>William Beaumont Army Medical Center</i>	Ft Bliss, TX 22 October 2016
<i>William Beaumont Army Medical Center</i>	Ft Bliss, TX 2 April 2015
<i>DoD/VA 4th Pain Management Training Conference</i>	San Diego, CA 7 September 2014
<i>William Beaumont Army Medical Center</i>	Ft Bliss, TX 1 May 2014

SYMPOSIA/CONFERENCE DIRECTORSHIP

NATO Technical Team HFM-195 Integrative Medicine Interventions for Military Personnel 6 th Meeting	Ft Bliss, TX 30 April – 2 May 2014
3 rd Annual Natural Health Symposium Cutting Edge Applications and Workshops The Center for Integrative Medicine Embassy Suites	El Paso, TX 2-4 November 2005
1 st Comprehensive Pain Management Conference The Center for Integrative Medicine	El Paso, TX 31 August 2005 – 1 September 2005
2 nd Annual Integrative Medicine Symposium and Open House The Center for Integrative Medicine	El Paso, TX 5 November 2004
1 st Annual Integrative Medicine Symposium The Center for Integrative Medicine	El Paso, TX 14 November 2003

POSTER PRESENTATIONS

Survey of Complementary and Alternative Medicine Services within the Department of Defense: Prevalence, Attitudes and Beliefs
International Research Congress on Integrative Medicine and Health Conference
Miami, FL
May 2014

The Addition of Chiropractic Manipulative Therapy (CMT) to Standard Medical Care (SMC) may improve outcomes for acute low back pain in Active Duty Military
International Research Congress on Integrative Medicine and Health Conference
Portland, OR
May 2012

A randomized controlled trial of chiropractic manipulative therapy and standard care for Active duty soldiers with acute back pain: MILCAM feasibility study.
North American Research Conference on Complementary and Alternative Medicine
Minneapolis, MN
May 2009

Suprascapular Neuropathy in a Lateral Decubitus Positioning of a Pregnant Woman: A Case Report
Academy of Academic Physiatrists
San Diego, CA
April 2000

GRANTS AND FUNDING RECEIVED

\$5.4M	Health Executive Council Pain	Acupuncture Training Across Clinical Settings (ATACS)	2013
\$200K	Samueli Institute	Ft Bliss Wellness Fusion Campus Quality Improvement Process	2013
\$438K	Samueli Institute	Spirit Smart Relaxation Response Project	2011
\$132K	Samueli Institute	Survey of CAM services in the DoD	2011
\$210K	Samueli Institute	MILCAM Study	2007
\$111K	Samueli Institute	Monochromatic Shin Splint Study	2005

GRANTS SUBMITTED

Acupuncture for PTSD in Post Deployment Active Duty Military

Center of Excellence for Research in CAM (UC-San Diego, Samueli Institute)

Study Site- Unfunded

PUBLICATIONS

Building Capacity for Complementary and Integrative Medicine Through a Large, Cross-Agency, Acupuncture Training Program: Lessons Learned from a Military Health System and Veterans Health Administration Joint Initiative Project Niemtzw R, Baxter J, Gallagher RM, Pock A, Calabria K, Drake D, Galloway K, Walter J, Petri R, Piazza T, Burns S, Hofmann L, Biery J, Buckenmaier C 3rd. (2018) Mil Med. Nov 1;183(11-12):e486-e493. doi 10.1093/milmed/usy028.

Integrative Medicine in the Department of Defense and the Department of Veterans Affairs: Cautious Steps Forward Niemtzw RC, Burns SM, Piazza TR, Pock AR, Walter J, **Petri R**, Hofmann L, Wilson C, Drake D, Calabria K, Biery J, Baxter JS, Gallagher RM, Jonas WB. J Altern Complement Med. 2016 Mar;22(3):171-3. doi: 10.1089/acm.2016.29002.rcn. Epub 2016 Feb 18.

NATO HFM 195 TF Integrative Medicine Interventions for Military Personnel Final Report Editor/Chairman Petri, RP (2017) STO-TR-HFM-195. 17 March 2017:1-244. doi 10.14339/STO-TR-HFM-195.

NATO and Integrative Medicine: Guest Editorial Petri Jr., R. (2015) Medical Acupuncture. 27(5):298-299. doi:10.1089/acu.2015.29007.rpp

Integrative Medicine Interventions for Military Personnel (STO-TR-HFM-195): Executive Summary Petri Jr., R. (2015) Medical Acupuncture. October 2015, 27(5):300-300. doi:10.1089/acu.2015.1124

Integrative Medicine as the new Healthcare Paradigm within the Military Petri Jr., R. (2015) Medical Acupuncture, 27(5):301-308. doi:10.1089/acu.2014.1068

Historical and Cultural Perspectives on Integrative Medicine Petri Jr., R., Delgado, R. and McConnell, K. (2015) Medical Acupuncture, 27(5):309-317. doi:10.1089/acu.2015.1120.

Integrative Medicine Experience in the United States Department of Defense Petri Jr., R. and Delgado, Roxana E. (2015) Medical Acupuncture, 27(5):328-334. doi:10.1089/acu.2014.1067.

Integrative Health and Healing Practices Specifically for Service Members: Self-Care Techniques. Petri Jr., Walter J and Wright J. (2015) Medical Acupuncture, 27(5):335-343. doi:10.1089/acu.2015.1121.

Integrative Medicine and the Trauma Spectrum Response Jonas, W., Walter, J. and Petri Jr., R. (2015) Medical Acupuncture, 27(5):376-383. doi:10.1089/acu.2014.1081.

Current and Future Directions for Integrative Health and Healing: A Summary of the NATO HFM 195 Task Force Petri Jr., R., Zimmermann, F., Troussellard, M. and Niemtzw, R. (2015) Medical Acupuncture, 27(5):396-403. doi:10.1089/acu.2015.1122.

Overview of Integrative Medicine Practices and Policies in NATO Participant Countries Hegyi, G., Petri Jr., R., Roberti di Sarsina, P. and Niemtzw, R. (2015) Medical Acupuncture, 27(5):318-327. doi:10.1089/acu.2014.1085.

Active Self-care Therapies for Chronic Pain Symptom Management (PACT) Working Group

Pain Med. 2014 Apr;15 Suppl 1: S1-232.doi: 10.111/pme

Assessing the Quality, Efficacy, and Effectiveness of the Current Evidence Base of Active Self-Care Complementary and Integrative Therapies for the Management of Chronic Pain: A Rapid Evidence Assessment of the Literature

Mind-Body Therapies for the Self-Management of Chronic Pain Symptoms

Movement Therapies for the Self-Management of Chronic Pain Symptoms

Physically Oriented Therapies for the Self-Management of Chronic Pain Symptoms

Sensory Art Therapies for the Self-Management of Chronic Pain Symptoms

Multimodal, Integrative Therapies for the Self-Management of Chronic Pain Symptoms

Effectiveness of Active Self-Care Complementary and Integrative Medicine Therapies: Options for the Management of Chronic Pain Symptoms

An Analysis of the Various Chronic Pain Conditions Captured in a Systematic Review of Active Self-Care Complementary and Integrative Medicine Therapies for the Management of Chronic Pain Symptoms

The Current States of the Science for Active Self-Care Complementary and Integrative Medicine Therapies in the Management of Chronic Pain Symptoms: Lessons Learned, Directions for the Future

Adding chiropractic manipulative therapy to standard medical care for patients with acute low back pain: results of a pragmatic randomized comparative effectiveness study Goertz CM, Long CR, Hondras MA, Petri R, Delgado R, Lawrence DJ, Owens, EF, Meeker WC *Spine* 2013 Apr 15; 38 (8) : 627-64. doi: 10.1097/BRS.0b013e31827733e7.

The Use of Acupuncture in the U.S. Military: Challenges and Opportunities Jonas, W., Niemtzow, R., Helms, J., Petri, R., Koffman, R., Walter, J. and Burns, S. (2011) *Medical Acupuncture* 23(4):219-227. doi: 10.1089/acu.2011.2304.

Research and Clinical Initiatives for Integrated Pain Management Strategies: Transformation to a Model of Patient Centered Care in Department of Defense and Veterans Healthcare Systems Bingham, M., Libretto, S., Walter, J., Petri, R. and Norby R. *Pain Practitioner*, Spring 2011

The Military Upper Extremity Amputee Petri, RP Jr. and Aguilar, E., *Phys Med Rehab Clin N Am.* 2002 Feb;13(1):17-43.

GUEST EDITORSHIPS

Medical Acupuncture, The NATO Human Factors and Medicine Task Force on Integrative Medicine Interventions for Military Personnel
October 2015

RESEARCH REVIEWER

Manuscript Reviewer: Annual of Internal Medicine

Manuscript Reviewer: Journal of Evidence-Based Complementary & Alternative Medicine
Manuscript Reviewer: Acupuncture in Medicine

Manuscript Reviewer: Medical Acupuncture

Scientific Reviewer: William Beaumont Army Medical Center Department of Clinical Investigation

Protocol Reviewer: Telemedicine and Advanced Technology Research Center (TATRC)

Protocol Reviewer: National Foundation for Alternative Medicine (NFAM)

CONTRIBUTING AUTHORSHIPS

Office of the Army Surgeon General MEDCOM Pain Management Task Force Report
Complementary and Integrative Pain Treatment Medicine
April 2010

MEDIA APPEARANCES

"Integrative Medicine at Ft Bliss" KFOX News, El Paso, TX	May 2016
"More Soldiers turn to acupuncture to reduce painkiller intake" KFOX News, El Paso, TX	May 2014
"Holistic Health Clinic" Pentagon Channel	March 2010
"The Center for Integrative Medicine" Congress on the Border with Congressman Silvestre Reyes	August 2004

AWARDS

Veteran's Administration Vocational Rehabilitation Scholarship	Aug 2020 - Present
The Surgeon General's "A" Proficiency Designator (Top 10% Healthcare Professionals) Professional Excellence in Army Medicine Department of The Army Surgeon General	Sept 2014
Richard A. Kern Lecture Award (Top Professional in US Healthcare) Outstanding Contribution to Federal Healthcare Association of Military Surgeons of the United States	November 2010
Samueli Institute Scholarship Integrative Medicine for Health Care Organizations	May 2007
Order of Military Medical Merit (Top 30% Healthcare Professionals)	February 2006
Outstanding Resident Research Award Walter Reed Army Medical Center, Washington, DC 1991	May 1991
Health Professional Scholarship Program	1988-1991

EDUCATION

University of Arizona, Andrew Weil Center for Integrative Medicine Fellowship	Tucson, AZ Aug 2020 - Sept 2022
Mind Body Medicine, Center for Mind Body Medicine Mind Body Medical Practices	Washington, DC 2006

University of Arizona Integrative Medicine Military Fellowship Program in Integrative Medicine Reviewer	Tucson, AZ 2004
UCLA Helms Institute Medicine Acupuncture, Certificate	Los Angeles, CA Nov 2000 – Dec 2001
Walter Reed Army Medical Center Physical Medicine and Rehabilitation Resident	Washington, DC July 1996- June 1999
William Beaumont Army Medical Center Orthopedic Resident	El Paso, TX July 1993-January 1995
William Beaumont Army Medical Center Transitional Intern	El Paso, TX July 1991-June 1992
Georgetown University School of Medicine Medical Doctorate	Washington, DC Aug 1987 – May 1991
University of Wisconsin-Madison Post Baccalaureate	Madison, WI Aug 1986- May 1987
University of Wisconsin-Milwaukee (Part-time) Post Baccalaureate	Milwaukee, WI Jan 1981- May 1984
University of Wisconsin-Eau Claire BS Chemistry	Eau Claire, WI Aug 1976-May 1980

MILITARY EDUCATION

Command and General Staff College Graduate, Honors, July 06 completion (ILE 1, 2, 3)

Advanced Officer's Course Constructive Credit April 2004

Basic Officer's Course, Fort Bragg, NC May 1988-July 1988

Health Professional Scholarship Program Recipient, Georgetown University, School of Medicine, Washington, DC May 1988 -June 1991

MEDICAL SOCIETY MEMBERSHIPS

American Academy of Physical Medicine and Rehabilitation

Medical Acupuncture Society of Military Physicians

American Association of Integrative Medicine
Society for Acupuncture Research

Association of Military Surgeons of the United States

Association of The United States Army

ADVISORY BOARDS

Lotus Integrative Group for Health and Transformation, L.I.G.H.T, El Paso, TX 2012- 2018

External Graduate Faculty, University of Texas-El Paso 2012- 2017
Dissertation Committee Member, College of Health Sciences

Interdisciplinary Health Sciences The American Institute of Combat Stress Executive Board,	May 2011-Present
American Association of Integrative Medicine Executive Board	October 2010-2017
Austin School of Massage	September 2006-December 2008
DoD Liaison, National Foundation for Alternative Medicine (NFAM)	May 2006- December 2008
DHHS/Rand Corporation Integrative Medicine Expert Panel Member	April 2006
DOD representative, VA CAM Advisory Group	May 2005-December 2008

COMMUNITY SERVICE

Lotus Integrative Group for Health and Transformation, L.I.G.H.T	2016-2018
El Paso Independent School District, Science Fair Judge	2013
El Paso Independent School District, Science Fair Judge	2010
Ysleta Independent School District, Science Fair Judge	2005

ENTREPRENEURIAL

The Institute for Integrative Health and Healing, PLLC Founder, CEO Medical Consultant/Educator	2019
---	------

REFERENCES

Available upon request



Legislation Text

File #: 23-215, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Tax Office, Maria O. Pasillas, (915) 212-1737

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment B).

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

AGENDA DATE: February 7, 2023
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Maria O. Pasillas, (915) 212-1737

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 6 – Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what?
Be descriptive of what we want Council to approve. Include \$ amount if applicable.

That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment B).

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

Approve property tax overpayment refunds greater than \$2,500.00, per the Texas Property Tax Code, Sec. 31.11 – Refunds of Overpayments or Erroneous Payments.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Council has considered this previously on a routine basis.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Tax Office
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:


Maria O. Pasillas

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

TAX REFUNDS
February 7, 2023

1. Golden Arrow Properties LLC, in the amount of \$8,518.87 made an overpayment on December 29, 2022 of 2022 taxes.
(Geo. #C545-999-0090-0600)
2. Texstar Escrow, in the amount of \$12,806.49 made an overpayment on January 23, 2023 of 2022 taxes.
(Geo. #M794-999-1120-5700)
3. Segura-Haycraft, Maria De Lourdes, in the amount of \$10,000.00 made an overpayment on January 24, 2023 of 2022 taxes.
(Geo. #P327-999-0020-2200)
4. Jose De La O, in the amount of \$3,723.92 made an overpayment on December 12, 2022 of 2022 taxes.
(Geo. #S560-000-0001-0005)
5. Altis Solutions LLC, in the amount of \$5,096.93 made an overpayment on January 12, 2023 of 2022 taxes.
(Geo. #V893-999-5680-4250)
6. Corelogic Refunds Department, in the amount of \$3,661.08 made an overpayment on December 20, 2022 of 2022 taxes.
(Geo. #W145-999-0630-1500)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector

TAX OFFICE
RECEIVED

JAN 12 2023

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

DAMIANA MARTINEZ
8001 N. MESA STE E-171
EL PASO, TX 79932

Geo No. C545-999-0090-0600	Prop ID 638128
Legal Description of the Property BLK 9 CIMARRON SAGE #1 LOT 6 7285 MEADOW SAGE DR 79911	
OWNER: GOLDEN ARROW PROPERTIES LLC	

OP ✓
+2500

2022 OVERAGE AMOUNT \$8,518.87 ✓

1: CITY OF EL PASO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 18: CANUTILLO ISD

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:				
	Name: Golden Arrow Properties LLC				
	Address: 8001 N. MESA STE E-171 ✓				
	City, State, Zip: El Paso TX 79932				
	Daytime Phone No.: 915-203-1724		E-Mail Address: dmtz@rocketmail.com		
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by: Echeck		Check No. 4828316	Date Paid 12/29/22	Amount Paid \$8518.87
	TOTAL AMOUNT PAID (sum of the above amounts)				
	Please check one of the following:				
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	<input checked="" type="checkbox"/> I paid this account in error and I am entitled to the refund.				
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. ✓				
	<input type="checkbox"/> I want this payment applied to next year's taxes.				
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):				
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)				
	SIGNATURE OF REQUESTOR (REQUIRED) Dm Martinez		PRINTED NAME & DATE Damiana Martinez 1/19/23 ✓		
JAN 25 2023 Received for JMC 1/26/23 TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N/A Date: 1-25-23 ✓					

Notes

Go To :

LUZR
ACT80122 v1.91

01/26/2023 12:38:59
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
EC122922	C54599900900600				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	EC122922	12/29/2022	51926650	CC004828316	EC	\$8,518.87	\$8,518.87	LG	C54599900900600	31906029-DAMIANA MAR
	EC122922	12/29/2022	51926639	CC004828232	EC	\$8,518.87	\$8,518.87	PA	C54599900900600	31906018-DAMIANA MAR
	RC230125	12/29/2022	51926650	CC004828316	EC	\$8,518.87	\$8,518.87	TR	C54599900900600	32239247-GOLDEN ARRO
	RC230125	12/29/2022	51926650	CC004828316	EC	\$8,518.87	\$8,518.87	TR	C54599900900600	31906029-DAMIANA MAR
	EC121521	12/15/2021	48509971	CC003993264	EC	\$1,801.86	\$1,801.86	PA	C54599900900600	30289869-IVR PAYMENT
	A07282190	07/28/2021	47648460	1066	CH	\$2,400.00	\$2,400.00	PA	C54599900900600	GOLDEN ARROW PROPE
	R9202167	07/28/2021	47648460	1066	CH	\$0.00	\$0.00	TR	C54599900900600	GOLDEN ARROW PROPE
	A05192165	05/19/2021	47415511	1063	CH	\$2,400.00	\$2,400.00	PA	C54599900900600	GOLDEN ARROW PROPE
	R9202167	05/19/2021	47415511	1063	CH	\$0.00	\$0.00	TR	C54599900900600	GOLDEN ARROW PROPE
	A01212195	01/21/2021	46173696	1046	CH	\$1,200.00	\$1,200.00	PA	C54599900900600	GOLDEN ARROW PROPE
	R9202167	01/21/2021	46173696	1046	CH	\$0.00	\$0.00	TR	C54599900900600	GOLDEN ARROW PROPE
	EC11052098	11/04/2020	44782356	CC003203043	EC	\$476.50	\$476.50	PA	C54599900900600	28751811-IVR PAYMENT

Applied Total \$52,006.39



MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

CITY TAX OFFICE

JAN 27 2023

TEXSTAR ESCROW
5809 ACACIA CIRCLE
EL PASO, TX 79912

OP
+2500

Geo No. M794-999-1120-5700	Prop ID 209392
Legal Description of the Property 112 MORNINGSIDE HEIGHTS 19 TO 24 (18000 SQ FT) 3616 LINCOLN AVE OWNER: MARIA G ZAVALA TRUST	

2022 OVERAGE AMOUNT \$12,806.49

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND: This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <u>Texstar Escrow</u>			
	Address: <u>5809 Acacia Circle</u>			
	City, State, Zip: <u>El Paso, TX 79912</u>			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: <u>915-201-4337</u>		E-Mail Address: <u>Ana@texstarloans.com</u>	
	Payment made by:	Check No.	Date Paid	Amount Paid
	<u>Check</u>	<u>6255</u>	<u>1-17-23</u>	<u>\$12,806.49</u>
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
	<input type="checkbox"/>	I want this payment applied to next year's taxes.		
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) <u>Ana</u>		PRINTED NAME & DATE <u>Ana Piner 1-26-23</u>	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>N.L.</u> Date: <u>1-27-23</u>				

Notes

Go To :

LUZR
ACT80122 v1.9101/27/2023 20:47:43
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
A01232303	M79499911205700				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	A01232303	01/23/2023	52566619	6255	CH	\$62,540.40	\$12,806.49	LG	M79499911205700	25959829-TEXSTAR ESC
	A01192303	01/19/2023	52485067	6239	CH	\$87,004.64	\$12,806.49	AA	M79499911205700	25959829-TEXSTAR ESC
	A01182201	01/18/2022	49265095	004544	CH	\$63,867.40	\$8,995.83	PA	M79499911205700	25959829-TEXSTAR ESC
	A12222065	12/22/2020	45399975	2929	CH	\$76,152.00	\$8,989.13	PA	M79499911205700	25959829-TEXSTAR ESC
	A12231981	12/23/2019	42393842	001543	CH	\$48,152.39	\$7,038.45	PA	M79499911205700	3905-TEXSTAR ESCROW
	B01041986	12/31/2018	39671071	070408	CH	\$203,320.11	\$6,854.82	AA	M79499911205700	1512117-MILLS ESCROW
	A12261775	12/26/2017	36449357	068510	CH	\$48,948.55	\$6,777.73	PA	M79499911205700	20376420-MILLS ESCRO
	A12271641	12/27/2016	33512423	66271	CH	\$48,570.42	\$6,393.95	AA	M79499911205700	20376420-MILLS ESCRO
	A12231541	12/23/2015	30416229	62821	CH	\$32,684.19	\$7,083.04	AA	M79499911205700	428-MILLS ESCROW CO
	A01081573	01/08/2015	27765775	71788	CH	\$5,034.75	\$5,034.75	PA	M79499911205700	20348834-TEXAS TITLE C
*	X0127141021	01/27/2014	25315574	04276	CH	\$4,940.87	\$4,940.87	PA	M79499911205700	ZAVALA MARIA G
*	X0114131013	01/14/2013	22362397	04140	CH	\$5,092.22	\$5,092.22	PA	M79499911205700	ZAVALA MARIA G

Applied Total \$159,885.27

OP
+2500

THE CITY OF EL PASO CONSOLIDATED TAX OFFICE

221 N. Kansas, Suite 300

El Paso, Texas 79901

Phone (915) 212-0106, Fax (915) 212-0108, Email: taxforms@elpasotexas.gov

TAX RECEIPT
JAN 24 2023

APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

Refund To: Segura-Haycraft, Maria De Lourdes ✓		Phone: HOME: 915-256-3253 WORK:		Property ID# (One application per account) ID#182720 P327-999-0020-2200	
Address (mail refund to :) 6536 Calle Bonita, El Paso TX 79912 ✓		Property Address: And/or Legal Description: 6536 Calle Bonita LN , El Paso TX 79912			
Tax year requested:	Date payment made:	Check No. & Date, if known:		Amount of taxes paid:	Amount of refund requested:
1. 2022	01/24/2023			25013.76	10000.00 ✓
2.					
3.					
TOTAL AMOUNT (sum of the above amounts)					

(City Council approval required if over \$2,500)

REQUIRED: Copy of original receipt, front & back of negotiated check, OR
bank statement showing item cleared (both the bank & taxpayer name must appear)

REASON FOR OVERPAYMENT:

Paid Property taxes on line on 01/24/2023 with two different transactions and overpaid taxes by \$10,000.00
Paid with two separate checking accounts. first payment of 10,000 and second payment of \$15,013.76.

"I certify that information given to obtain this refund is true and correct."

Requestor signature:

Maria Lourdes Segura-Haycraft

Printed name:

Date:

01/24/2023 ✓

Property Owner

Title:

Any person knowingly submitting false entries is subject to: (1) Imprisonment of 2 to 10 years, or \$5,000 fine, or both.

(2) Imprisonment up to one year, or fine not over \$2,000, or both. (Sec 37.10 Penal Code) An application for a refund must be made within 3 years after the date of the payment or the taxpayer waives the right to the refund (Sec 31.11 (c))

TAX OFFICE Entry:

(✓) REFUND APPROVED

Tax Office Approval:

N.H.
JMC 1/26/23

Date:

1-26-23 ✓

Date:

(Placed on City Council Agenda over \$2,500)

- () DISAPPROVED () Returned to sender () See below/attached
- () Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.
- () Record of overpayment not found on this property.
- () Property not found as identified, resubmit after correction.
- () Other:

Notes

Go To :

LUZR
ACT80122 v1.91

01/26/2023 18:03:19
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
EC012423	P32799900202200				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	EC012423	01/24/2023	52681680	CC004995382	EC	\$15,013.76	\$10,000.00	LG	P32799900202200	32226151-MARIA LOURD
	EC012423	01/24/2023	52681680	CC004995382	EC	\$15,013.76	\$5,013.76	PA	P32799900202200	32226151-MARIA LOURD
	EC012423	01/24/2023	52681673	CC004995280	EC	\$10,000.00	\$10,000.00	PA	P32799900202200	32226144-MARIA LOURD
	RC230126	01/24/2023	52681680	CC004995382	EC	\$10,000.00	\$10,000.00	TR	P32799900202200	32226151-MARIA LOURD
	RC230126	01/24/2023	52681680	CC004995382	EC	\$10,000.00	\$10,000.00	TR	P32799900202200	32260985-SEGURA-HAYC
*	T02102200014	01/31/2022	50145650	01138	CH	\$14,567.14	\$14,567.14	PA	P32799900202200	SEGURA-HAYCRAFT MA
	EC02012198	02/01/2021	46632635	CC003597919	EC	\$16,145.07	\$16,145.07	PA	P32799900202200	29413655-AGAVE TRANS
*	T01302000001	01/30/2020	43431031	09750	CH	\$14,420.39	\$14,420.39	PA	P32799900202200	GUZMAN MARIA L
*	T01251900006	01/25/2019	40278904	01077	CH	\$12,719.25	\$12,719.25	PA	P32799900202200	GUZMAN MARIA L
*	T12281740004	12/28/2017	36688799	01138	CH	\$12,331.29	\$12,331.29	PA	P32799900202200	GUZMAN MARIA L
*	X0201171018	01/31/2017	34619410	01204	CH	\$11,745.49	\$11,745.49	PA	P32799900202200	GUZMAN MARIA L
*	X0129161005	01/29/2016	31437397	37230	CH	\$11,562.11	\$11,562.11	PA	P32799900202200	GUZMAN MARIA L

Applied Total \$295,620.67

TAX OFFICE
RECEIVED

JAN 23 2023

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

DE LA O JOSE G
169 ESCUDO RD
SOCORRO, TX 79927-1838

OP
+2500

Geo No. S560-000-0001-0005	Prop ID 335005
Legal Description of the Property 1 SPANISH TRAIL LOT 5 (9000 SQ FT) 169 ESCUDO RD	
OWNER: DE LA O JOSE G	

2022 OVERAGE AMOUNT \$3,723.92

4: CITY OF SOCORRO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 9: SOCORRO ISD, 25: LWR VALLEY WTR DISTRICT, 27: EMERG. SERVICES DIST. #2

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: Jose DeLaO			
	Address: 168 Escudo			
	City, State, Zip: EL PASO, TX 79927			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 915/790-7026		E-Mail Address: 4/2	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Cashiers check	ck # 376206249	12/8/22	3723.92
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
Step 4. Sign the form. Unsigned applications cannot be processed.	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
Jose DeLaO		DeLaO, Jose 1/18/23		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N/A Date: 1/18/23				

Notes

Go To :

01/26/2023 12:47:35
ACTEP

LUZR
ACT80122 v1.91

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
T12122200006	S56000000010005				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	M22800000001	12/20/2022	51714411	RG2212191362	EF	308,907,189.33	\$1,691.12	PA	S56000000010005	800000-CORELOGIC
	M22800000001	12/20/2022	51714411	RG2212191362	EF	308,907,189.33	\$3,723.92	LG	S56000000010005	800000-CORELOGIC
	R030123467	12/20/2022	51714411	RG2212191362	EF	\$0.00	\$3,723.92	TR	S56000000010005	31052950-CORELOGIC R
	R030123467	12/20/2022	51714411	RG2212191362	EF	\$0.00	\$3,723.92	TR	S56000000010005	31052950-CORELOGIC R
	RC230106	12/20/2022	51714411	RG2212191362	EF	\$3,723.92	\$3,723.92	TR	S56000000010005	800000-CORELOGIC
	RC230106	12/20/2022	51714411	RG2212191362	EF	\$3,723.92	\$3,723.92	TR	S56000000010005	31052950-CORELOGIC R
	R030123467	12/12/2022	51580890	06249	CH	\$0.00	\$3,723.92	TR	S56000000010005	DE LA O JOSE G
	R030123467	12/12/2022	51580890	06249	CH	\$0.00	\$3,723.92	LG	S56000000010005	DE LA O JOSE G
*	T12122200006	12/12/2022	51580890	06249	CH	\$3,723.92	\$3,723.92	PA	S56000000010005	DE LA O JOSE G
	M21800000001	12/20/2021	48571144	RG2112172054	EF	274,189,766.61	\$4,816.27	PA	S56000000010005	800000-CORELOGIC
	A02222195	02/22/2021	46934344	850509	CH	\$3,984.60	\$3,984.60	PA	S56000000010005	28883469-COMMUNITY L
*	X0116201005	01/16/2020	42964715	44142	CH	\$3,713.70	\$3,713.70	PA	S56000000010005	DE LA O JOSE G

Applied Total \$84,924.19



TAX OFFICE
RECEIVED
JAN 27 2023

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

YIPEI CHEN
6529 MAJESTIC RIDGE DR
EL PASO, TX 79912

OP ✓
+2500

Geo No. V893-999-5680-4250	Prop ID 51379
Legal Description of the Property 568 VISTA DEL SOL #153 AMENDING LOT 50 (7148.40 SQ FT) 1285 AMBER MORGAN DR OWNER: ALTIS SOLUTIONS LLC	

2022 OVERAGE AMOUNT \$5,096.93 ✓

1: CITY OF EL PASO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 9: SOCORRO ISD

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:				
	Name: ALTIS SOLUTIONS LLC				
	Address: 6529 MAJESTIC RIDGE ✓				
	City, State, Zip: EL PASO, TX 79912				
	Daytime Phone No.: 915-892-2200		E-Mail Address: brenda0725@gmail.com		
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:		Check No.	Date Paid	Amount Paid
	Echeck		4914305	1/12/23	\$5096.93
	TOTAL AMOUNT PAID (sum of the above amounts)				
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:				
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.				
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. ✓				
	<input type="checkbox"/> I want this payment applied to next year's taxes.				
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):				
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)				
	SIGNATURE OF REQUESTOR (REQUIRED) Yipei Chen		PRINTED NAME & DATE YIPEI CHEN 1/24/2023 ✓		

TAX OFFICE USE ONLY: ☒ Approved ☐ Denied By: N.H. Date: 1-27-23

Notes

Go To :

LUZR
ACT80122 v1.91

01/27/2023 20:50:44
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
EC011223	V89399956804250				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	EC011223	01/12/2023	52341400	CC004914305	EC	\$5,096.93	\$5,096.93	LG	V89399956804250	32080163-YIPEI CHEN
	EC011223	01/12/2023	52341399	CC004914304	EC	\$5,096.93	\$5,096.93	PA	V89399956804250	32080162-YIPEI CHEN
	RC230127	01/12/2023	52341400	CC004914305	EC	\$5,096.93	\$5,096.93	TR	V89399956804250	32293377-ALTIS SOLUTIO
	RC230127	01/12/2023	52341400	CC004914305	EC	\$5,096.93	\$5,096.93	TR	V89399956804250	32080163-YIPEI CHEN
	EC011922	01/19/2022	49366064	CC004163500	EC	\$4,666.98	\$4,666.98	PA	V89399956804250	30626674-ALTIS SOLUTIO
	EC01142198	01/14/2021	46034790	CC003417748	EC	\$4,428.10	\$4,428.10	PA	V89399956804250	29163467-ALTIS SOLUTIO
	IP01292098	01/28/2020	43345549	CC002837010	CR	\$4,465.96	\$4,465.96	PA	V89399956804250	28067418-YIPEI CHEN
	IP01301998	01/29/2019	40340776	CC002339855	CR	\$4,276.96	\$4,276.96	PA	V89399956804250	27041069-YIPEI CHEN
	IP01291898	01/26/2018	37324648	CC001883846	CR	\$3,763.00	\$3,763.00	PA	V89399956804250	26085119-YIPEI CHEN
*	X0103171025	01/03/2017	33704961	01048	CH	\$3,675.51	\$3,675.51	PA	V89399956804250	ALTIS SOLUTIONS LLC
	EC12151598	12/15/2015	30307428	CC001126493	EC	\$3,617.85	\$3,617.85	PA	V89399956804250	24165141-YIPEI CHEN
	EC01271568	01/27/2015	28278276	CC000945554	CH	\$3,569.70	\$3,569.70	PA	V89399956804250	23627156-ALTIS SOLUTIO

Applied Total \$76,744.34



MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

TAX OFFICE
RECEIVED

JAN 27 2023

CORELOGIC
PO BOX 9205
COPPELL, TX 75019-9214

OP ✓
+2500

Geo No. W145-999-0630-1500	Prop ID 268863
Legal Description of the Property 63 WEST HILLS #18 LOT 15 (6860.13 SQ FT) 1345 DESIERTO AZUL DR	
OWNER: SANCHEZ JOSEPH M	

2022 OVERAGE AMOUNT \$3,661.08 ✓

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: Corelogic Refunds Department			
	Address: 3001 HACKBERRY ROAD			
	City, State, Zip: IRVING TX 75063			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 800-225-4707		E-Mail Address: customerproductsupport@corelogic.com	
	Payment made by: corelogic		Check No.	Date Paid
				12-19-2022
				\$3,661.08
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	TOTAL AMOUNT PAID (sum of the above amounts)			
	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
Step 4. Sign the form. Unsigned applications cannot be processed.	<input type="checkbox"/> I want this payment applied to next year's taxes.			
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)				
SIGNATURE OF REQUESTOR (REQUIRED) vinod		PRINTED NAME & DATE 01/27/2023		

TAX OFFICE USE ONLY:

☒ Approved

☐ Denied

By: N.H.

Date: 1-27-23

Notes

Go To :

LUZR
ACT80122 v1.9101/27/2023 20:55:31
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
M22800000001	W14599906301500				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	A01192303	01/19/2023	52490481	9550727	CH	\$5,444.19	\$5,444.19	PA	W14599906301500	27669445-LONE STAR CO
	R0301231367	01/19/2023	52490481	9550727	CH	\$0.00	\$3,661.08	TR	W14599906301500	27669445-LONE STAR CO
	R0301231367	01/19/2023	52490481	9550727	CH	\$0.00	\$3,661.08	TR	W14599906301500	27669445-LONE STAR CO
	M22800000001	12/20/2022	51714411	RG2212191362	EF	308,907,189.33	\$3,661.08	PA	W14599906301500	800000-CORELOGIC
	R0301231367	12/20/2022	51714411	RG2212191362	EF	\$0.00	\$3,661.08	TR	W14599906301500	800000-CORELOGIC
	R0301231367	12/20/2022	51714411	RG2212191362	EF	\$0.00	\$3,661.08	LG	W14599906301500	800000-CORELOGIC
	RC230127	12/20/2022	51714411	RG2212191362	EF	\$3,661.08	\$3,661.08	TR	W14599906301500	29635792-CORELOGIC R
	RC230127	12/20/2022	51714411	RG2212191362	EF	\$3,661.08	\$3,661.08	TR	W14599906301500	800000-CORELOGIC
	M21800000001	12/20/2021	48571144	RG2112172054	EF	274,189,766.61	\$3,671.78	PA	W14599906301500	800000-CORELOGIC
	M20800000001	12/15/2020	45278757	201214123540	EF	241,485,823.54	\$3,306.21	PA	W14599906301500	800000-CORELOGIC
	M19800000001	12/16/2019	42270898	191213175283	EF	220,479,351.04	\$3,260.92	PA	W14599906301500	800000-CORELOGIC
	M18800000001	12/14/2018	39295991	181213099087	EF	198,523,744.87	\$3,167.61	PA	W14599906301500	800000-CORELOGIC

Applied Total \$75,440.40



Legislation Text

File #: 23-230, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

Members of the City Council, Representative Art Fierro, (915) 212-0006

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Art Fierro in the amount of \$500.00 from Moises Bujanda; \$500.00 from Harold W. Hahn; \$500.00 from Rachel B. Harracksingh; \$1,000.00 from Stanley P. Jobe; \$1,000.00 from The Forma Group; \$1,000.00 from Joseph Moody; \$1,000.00 from Rogelio Lopez; \$1,000.00 from Robert L. Bowling IV; \$1,000.00 from Randal J. Bowling; \$1,000.00 from E.C. Houghton Jr.; \$2,500.00 from L. Frederick Francis.



Legislation Text

File #: 23-216, Version: 2

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

*Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.*

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

Fire, Chief Jonathan P. Killings, (915)

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

The linkage to the Strategic Plan is subsection 2.3 - Increase Public Safety Operational Efficiency.

Award Summary:

Discussion and action on the award of Solicitation 2023 0113R Regional Catastrophic Consultant (Re bid) to Innovative Emergency Management, Inc., for one (1) year term for an estimated amount of \$406,599.00. This contract will provide consulting services to the Fire Department to develop and conduct training, tabletop and functional exercises in accordance with the Homeland Security Exercise and Evaluation Program.

Contract Variance:

No contract variance, new contract.

Department:

Fire

Vendor:

Innovative Emergency Management, Inc.,
Morrisville, NC

Item(s):

All

Term:

1 Year

Total Estimated Award:

\$406,599.00

Account No:

322-521000-2720-22130-EMT2019GR

Funding Source:

Supply Chain Resiliency Project Grant Funds

District(s):

All

This is a Request for Proposal, service contract.

The Purchasing & Strategic Sourcing and Fire Departments recommend award as indicated to Innovative Emergency Management, Inc., the highest ranked and sole proposer based on evaluation factors established for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

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

AGENDA DATE: February 7, 2023

PUBLIC HEARING DATE: NA

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Jonathan P. Killings, Fire Chief, (915) 493-5609
K. Nicole Cote, Managing Director, Purchasing and Strategic Sourcing, (915) 212-1092

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:

Discussion and action on the award of solicitation 2023-0113R Regional Catastrophic Consultant (Re-bid) to Innovative Emergency Management, Inc., for one (1) year term for an estimated amount of \$406,599.00. This contract will provide consulting services to the Fire Department to develop and conduct training, tabletop and functional exercises in accordance with the Homeland Security Exercise and Evaluation Program.

BACKGROUND / DISCUSSION:

This contract is to receive consulting services from Innovative Emergency Management, Inc., to develop training and exercise to incorporate and integrate the Paso del Norte Regional Supply Chain Resilience Plan, Regional Mass Evacuation Plan, the Regional Mass Shelter Plan, and Regional Catastrophic Coordination Framework to develop training and exercises and after action reports/improvement plans to validate and update these plans through lessons learned.

SELECTION SUMMARY:

Solicitation was advertised on November 8, 2022 and November 15, 2022. The solicitation was posted on City website on November 8, 2022. There were a total of three hundred and seventy-six (376) viewers online; one (1) proposal was received; none being local.

CONTRACT VARIANCE:

No contract variance, new contract.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

NA

AMOUNT AND SOURCE OF FUNDING:

Amount: \$406,599.00

Funding Source: 322 – 521000 – 2720 – 22130 – EMT2019GR

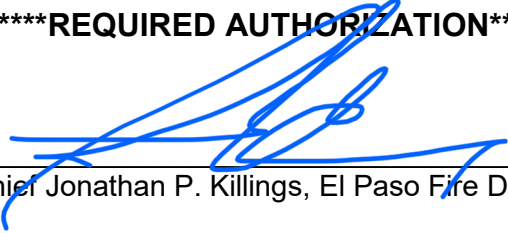
Account: Supply Chain Resiliency Project Grant Funds

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Fire
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Fire Chief Jonathan P. Killings, El Paso Fire Department

**PROJECT FORM
(RFP)**

Please place the following item on the **CONSENT** agenda for the Council Meeting of **February 7, 2023**.

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

The linkage to the Strategic Plan is subsection 2.3 – Increase Public Safety Operational Efficiency.

Award Summary:

Discussion and action on the award of solicitation 2023-0113R Regional Catastrophic Consultant (Re-bid) to Innovative Emergency Management, Inc., for one (1) year term for an estimated amount of \$406,599.00. This contract will provide consulting services to the Fire Department to develop and conduct training, tabletop and functional exercises in accordance with the Homeland Security Exercise and Evaluation Program.

Contract Variance:

No contract variance, new contract.

Department:	Fire
Vendor:	Innovative Emergency Management, Inc., Morrisville, NC
Item(s):	All
Initial Term:	1 Year
Total Estimated Award:	\$406,599.00
Account No.:	322-521000-2720-22130-EMT2019GR
Funding Source:	Supply Chain Resiliency Project Grant Funds
District(s):	All

This is a Request for Proposal, service contract.

The Purchasing & Strategic Sourcing and Fire Departments recommend award as indicated to Innovative Emergency Management, Inc., the highest ranked and sole proposer based on evaluation factors established for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

CITY OF EL PASO RFP SCORESHEET

PROJECT: 2023-0113R Regional Catastrophic Consultant (Re-bid)

Evaluation of Submittal

		MAX POINTS	Innovative Emergency Management, Inc. Morrisville, NC
Factor A - Offeror's Fee Proposal	30	30.00	
Proposed Cost			\$ 406,599.00
Factor B - Experience – Comparable Contracts	20	13.88	
Factor C - References	10	4.00	
Factor D - Understanding of the Scope of Work	20	20.00	
Factor E - Project Schedule	20	20.00	
TOTAL SCORE	100	87.88	
			1



CITY OF EL PASO
REQUEST FOR PROPOSALS TABULATION FORM



Bid Opening Date: DECEMBER 14, 2022

Solicitation #: 2023-0113R

Project Name: Regional Catastrophic Consultant (Re-bid)

Department: Fire Department

VENDOR'S NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
Innovative Emergency Management, Inc.	Morrisville, NC	Yes
RFPs SOLICITED: 376 LOCAL RFPs SOLICITED: 123 RFPs RECEIVED: 1 LOCAL RFPs RECEIVED: 0 NO BIDS: 5		

NOTE: The information contained in this RFP tabulation is for information only and does not constitute actual award/execution of contract.

Approved: /S/

Date: 1/26/2023



Legislation Text

File #: 23-233, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 2

Members of the City Council, Representative Alessandra Annello, (915) 212-0002

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on a Resolution to waive the requirement of the Park Naming/Changing Guidelines following an event of historical or cultural significance, and hereby approves the naming of the Grandview Senior Center located at 3134 Jefferson Avenue as the "Wayne Thornton Community Center at Grandview."

**CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM**

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: February 7, 2023

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Aleksandra Annello, 212-0002

DISTRICT(S) AFFECTED: District 2

STRATEGIC GOAL: (Goal 4: Enhance El Paso's Quality of Life through Recreational, Cultural & Educational Environments)

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Discussion and action on a resolution to waive the requirement of the Park Naming/Changing Guidelines following an event of historical or cultural significance, and hereby approves the naming of the Grandview Senior Center located at 3134 Jefferson Avenue as the "Wayne Thornton Community Center at Grandview."

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

Applicant Julie Kallman, working with District 2 Office of Representative Aleksandra Annello, gathered sufficient signatures to re-name the new Grandview Recreation Center after Mr. Wayne Thornton, a great contributor to our community and our youth. Representative Annello is asking for Council action to wave the requirement of re-naming policy to only allow for non-living individuals and approve the application to rename the Grandview Recreation Center to the "Wayne Thornton Community Center at Grandview." A recreation center is currently under construction on the property to allow this center to become a multi-use complex.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

N/A

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

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

RESOLUTION

WHEREAS, the Park Naming/Changing Guidelines “Guidelines” state that the City Council may waive the requirements of the Guidelines following an event of historical or cultural significance; and

WHEREAS, Wayne Thorton has served his community through his advocacy and engagement with the City of El Paso Parks Department for 42 years, retiring in 2020 as the Marketing and Special Programs Director where he developed countless events that changed the lives of children, seniors, and our community at large; and

WHEREAS, many of Mr. Thornton’s creations still exist today like; Gus & Goldie Learn to Swim program, Art in the Park, Annual Christmas Tree Lighting, and he established partnerships with McDonald’s, Prices Creameries, UTEP, and the Sun Bowl Association to feature all the amazing work happening at the El Paso Parks and Recreation; and

WHEREAS, Mr. Thornton was also instrumental in the success of Midnight Basketball, a project for at-risk youth with the Junior League of El Paso during the 1990s,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Council waives the requirement of the Park Naming/Changing Guidelines following an event of historical or cultural significance, and hereby approves the naming of the Grandview Senior Center located at 3134 Jefferson Avenue as the Wayne Thornton Community Center at Grandview.

APPROVED this ____ day of February 2023.


CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Kristen L. Hamilton-Karam
Senior Assistant City Attorney

Request for Support for the renaming of Grandview Senior Center

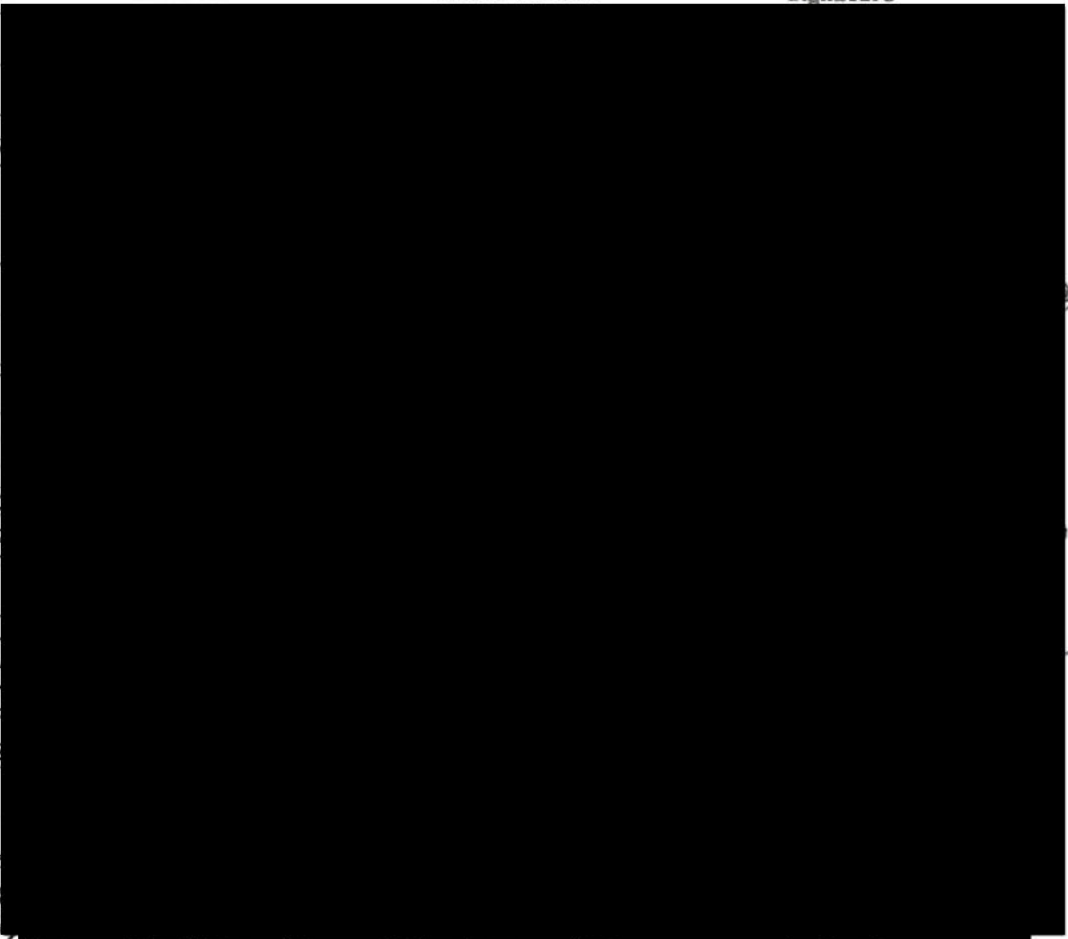
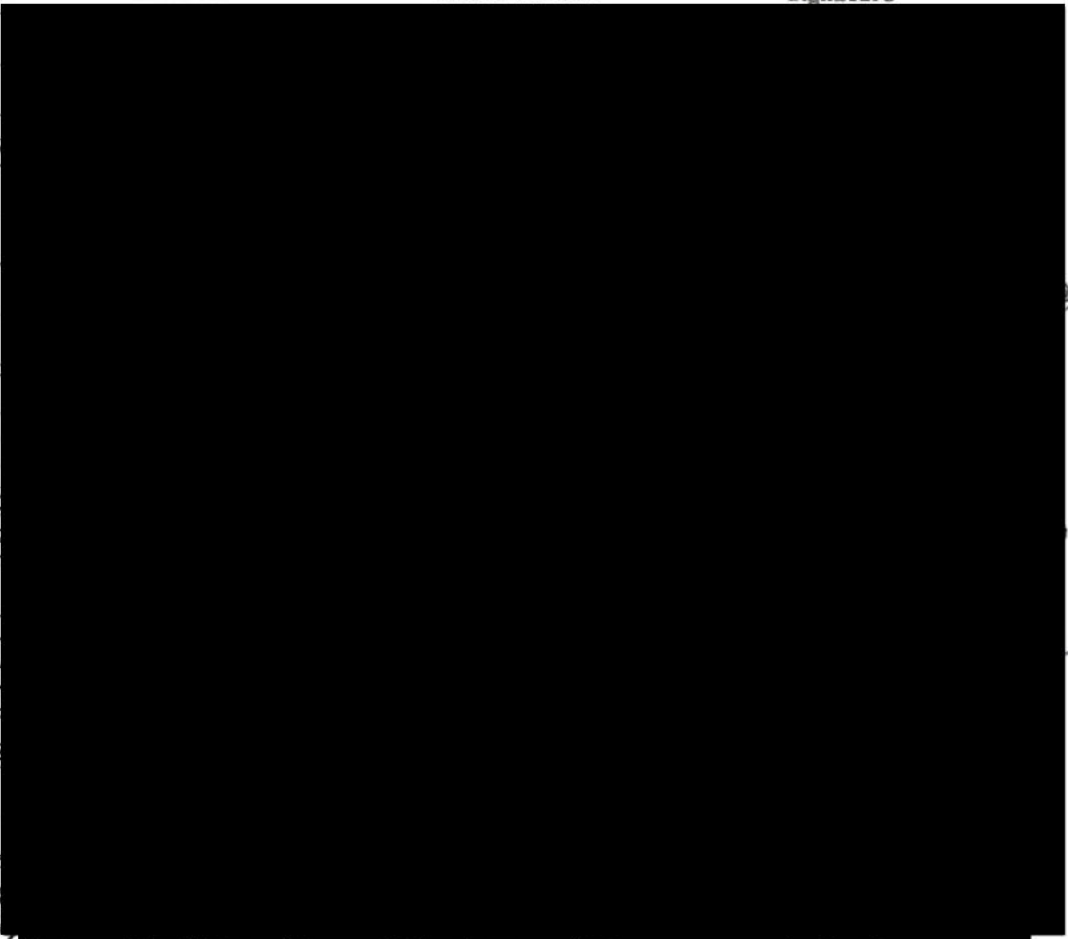
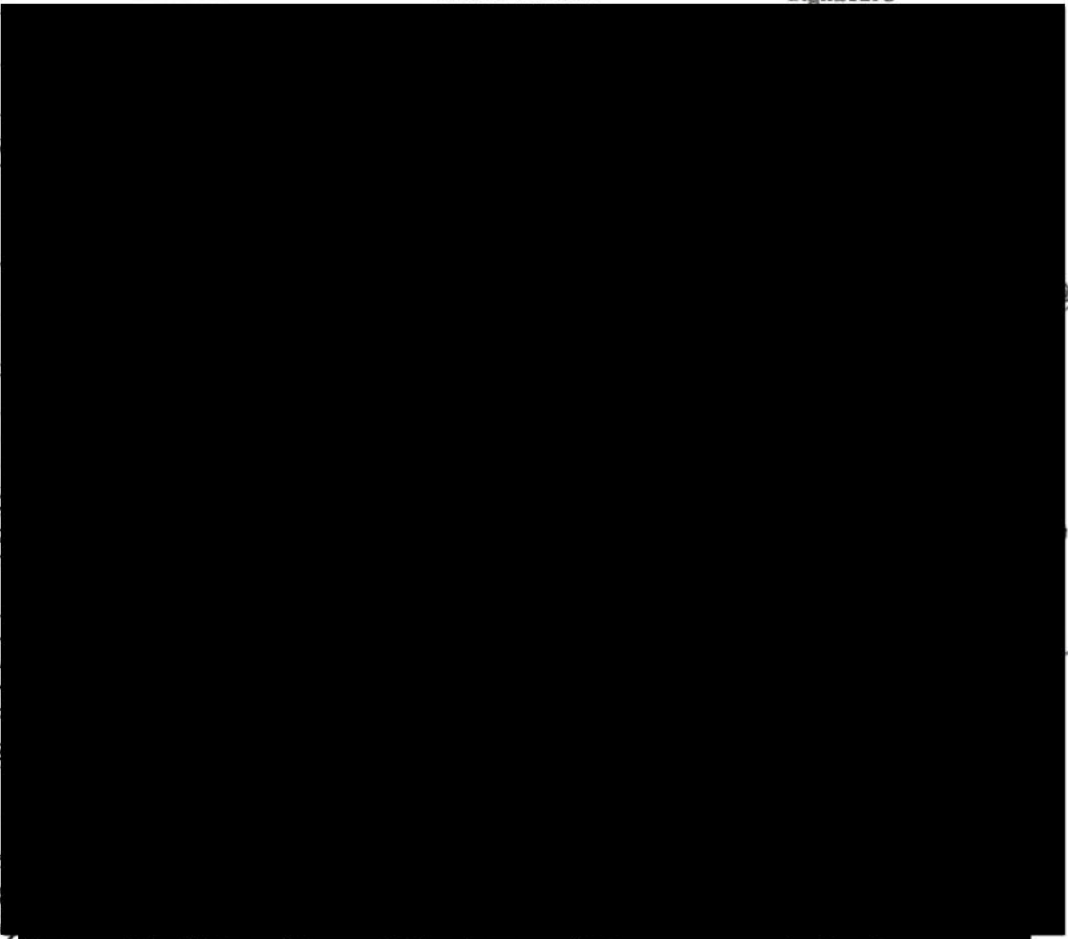
- Initiative to rename Grandview Senior Center to:
Wayne Thornton Community Center at Grandview, in honor of the living legacy of kindness, goodwill and humanitarianism Mr. Wayne Thornton has left for our community.
- Grandview Senior Center:
A recreation center is currently under construction on the property to allow this center to become a multi-use complex. It would be the perfect location for a commemoration of Mr. Thornton's rich history of benevolence to our city and to the El Paso Parks and Recreation Department.
This center is located at: 3134 Jefferson Avenue, 79930
- Why Wayne Thornton?
Wayne was been a beloved employee of El Paso Parks and Recreation for 42 years, from 1978 until his retirement in 2020. During those years he served as the programming director at Lincoln Center and later, as the Marketing and Special Promotions Director where he developed countless events that changed the lives of children, seniors, and our community at large. So many of his creations still exist today like; Gus & Goldie Learn to Swim program, Art in the Park, Annual Christmas Tree Lighting, and athletic competitions for local boys and girls. He established partnerships with McDonald's, Prices Creameries, UTEP, and the Sun Bowl Association to feature all the amazing work happening at the El Paso Parks and Recreation. He was also instrumental in the success of Midnight Basketball, a project for at-risk youth with the Junior League of El Paso during the 1990s. Wayne is a magnanimous, selfless El Paso ambassador who never stops seeking ways to help others.
- Who is leading this effort?
Wayne has touched so many, in so many ways, and there are dozens of his peers, former co-workers, fellow volunteers and generations of kids who participated in the sporting events he created, who want to see him honored with his name on an El Paso Parks and Recreation center. Points of contact on this application are:
 1. Jose "Joe" Rodriguez, El Paso Parks and Recreation Assistant Director, retired
 2. Tracy Novak, El Paso Parks and Recreation Director 2013-2020
 3. Julie Kallman, Founding Chair Midnight Basketball, Junior League of El Paso, 1993-1995

1

Suggested Name: Wayne Thornton Community Center at Grandview

List eligible members of the public who support the nomination:

Include name, address, telephone number and signature of fifty (50) individuals, ages 18 years or older who live within a mile radius of the park facility.

Name	Address	Phone Number	Signature
Margarita Valenzuela			
* Margie T. Herrera			
Annette Aragon			
Vanessa Aguilar			
ABEL ARAUJO			
ABEL ARAUJO			
Consuelo Loy			
Consuelo			
* Jose Castillo			
* Jose CASTANON			
Guadalupe Castañon			
ANA MARIA DIAZ			
Sabina ADAM			
Nicolas Jvarci			
VICTOR J. DIAZ			
MARIA JUDITH FLODD			
Erica DeLuca			
Maria Ruelas			
Cheryl - Grandview			
3501 Jackson Ave		913-244-1914	UP



City of Kansas
Department of Parks and Recreation

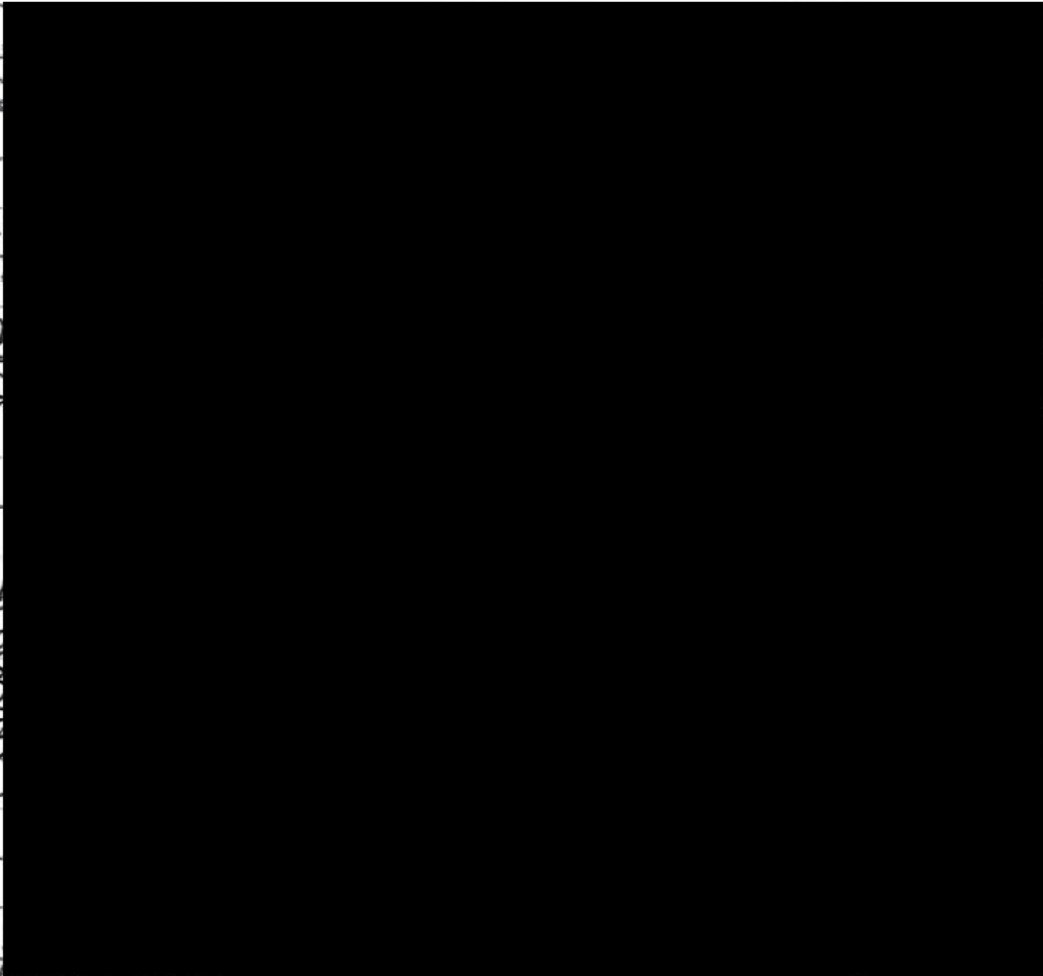
PAVILION
NORTH
NO. 1



Suggested Name: Wayne Thornton Community Center at Grandview

List eligible members of the public who support the nomination:

Include name, address, telephone number and signature of fifty (50) individuals, ages 18 years or older who live within a mile radius of the park facility.

Name	Address	Phone Number	Signature
Leslie Mick			
Norin Vera			
Jorgein Moncada			
Juan Suarez			
Elena Grejo			
Joshua Acevedo			
- Sidine Dominguez			
- Nelly Noriega			
Jesus Ramirez			
- F. Lobo			
Sergio Dolgado			
Judy Largo			
Blanca Cervantes			
- Margarita Cuiller			
- Diana De la Cruz			
- Rosa delacruz			
* Luis Mora			



3

205

4



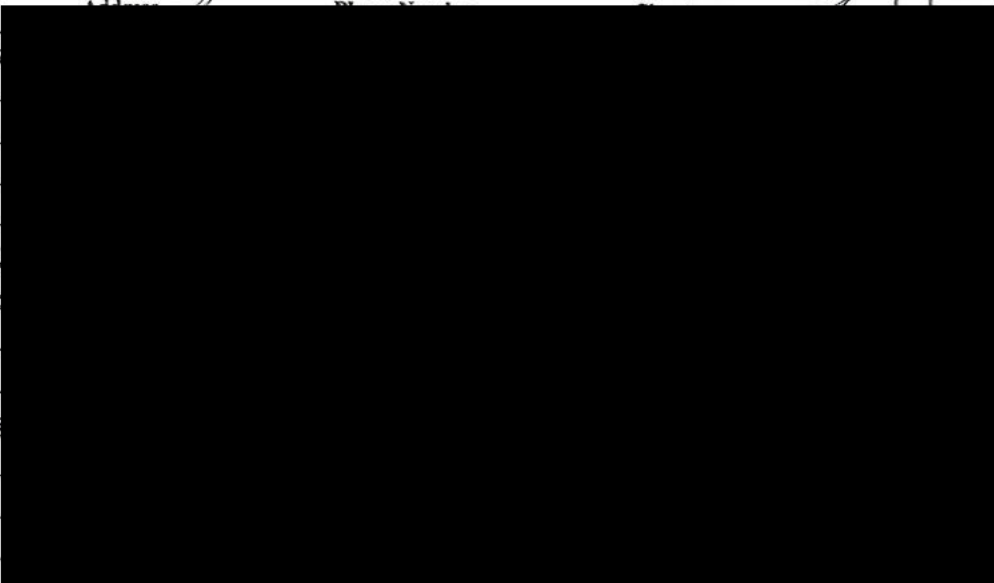
Include name, address, telephone number and signature of fifty (50) individuals, ages 18 years or older who live within a mile radius of the park/facility.

Name

Name _____

Ref _____

Manoel
Johanna Mendizola
Doria Lopez
PABLO MONTEIRO
Esperanza M
Esperanza M
Afrredo Rodriguez
Yindra Ortega
Luisa dos Anjos
Isaias Botelho





Legislation Text

File #: 23-227, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on a Resolution that the Mayor elects to appoint District 1 Representative, Brian Kennedy, to serve on the Texas Mayors of Military Communities Committee.

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

DEPARTMENT: Mayor and Council

AGENDA DATE: February 7, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mayor Oscar Leeser, 915-212-0021

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 6: Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: N/A

SUBJECT:

A resolution that the Mayor elects to appoint District 1 Representative, Brian Kennedy, to serve on the Texas Mayors of Military Communities Committee.

BACKGROUND / DISCUSSION:

The Texas Mayors of Military Communities is an advocacy organization for communities in Texas that are home to a military base. As home to Fort Bliss, the second-largest Army installation behind White Sands Missile Range, El Paso is a member of the TMMC and currently has a vacant seat on the TMMC Committee. The Mayor has elected to appoint District 1 Representative Brian Kennedy to serve on the committee.

PRIOR COUNCIL ACTION:

In February of 2021, former City Council Representative Peter Svarzbein was appointed to fill the committee position reserved for an El Paso representative.

AMOUNT AND SOURCE OF FUNDING:

N/A

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

RESOLUTION

WHEREAS, the City of El Paso is a member of the Texas Mayors of Military communities;
and,

WHEREAS, the purpose of the Texas Mayors of Military Communities is to educate the legislature and public about the needs and benefits of communities that contain military installations;
and,

WHEREAS, the Texas Mayors of Military Communities has been instrumental in advocating during the state legislative session for continued funding of the Defense Economic Adjustment Assistance Grant Program; and,

WHEREAS, the City of El Paso has received grant funding through the Defense Economic Adjustment Assistance Grant Program and has identified continued funding as a priority legislative initiative this legislative session;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor elects to appoint District 1 Representative Brian Kennedy to serve on the Texas Mayors of Military Communities committee.

PASSED AND APPROVED this ____ day of February, 2023.

THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Lupe Cuellar
Legislative Attorney

APPROVED AS TO CONTENT:

Elizabeth K. Triggs
Director, Economic Development



Legislation Text

File #: 23-228, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on a Resolution that District 4 Representative, Joe Molinar, be appointed as the City's representative to the Texas Municipal League Board of Directors effective upon City Council approval.

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

DEPARTMENT: Mayor and Council

AGENDA DATE: February 7, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mayor Oscar Leeser, 915-212-0021

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 6: Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: N/A

SUBJECT:

A resolution that District 4 Representative, Joe Molinar, be appointed as the City's representative to the Texas Municipal League Board of Directors effective upon City Council approval.

BACKGROUND / DISCUSSION:

With nearly 1,200-member cities, TML exists to provide services to Texas cities. Since the first day of its existence, the League's mission has remained the same: to serve the needs and advocate the interests of cities and city officials. Its purpose statement is *Empowering Texas cities to serve their citizens*.

The City of El Paso is a member of Texas Municipal League ("TML"). As a member and one of the eight largest cities in Texas, the City of El Paso has a permanent director at-large seat on the TML Board of Directors. The El Paso director's position is currently vacant; Mayor Leeser recommends that District 4 Representative Joe Molinar fill the position.

PRIOR COUNCIL ACTION:

In February of 2021, former City Council Representative Claudia Rodriguez was appointed to fill the director position reserved for an El Paso representative.

AMOUNT AND SOURCE OF FUNDING:

N/A

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

RESOLUTION

WHEREAS, the City of El Paso is a member of the Texas Municipal League ("TML"), a statewide organization that represents the interests of Texas cities at the state and federal levels; and

WHEREAS, the TML Board of Directors governs and conducts the affairs of TML, promotes interest in municipal government on a regional level, and facilitates the exchange of information among cities across the region; and

WHEREAS, the TML Board of Directors is comprised of a president, regional directors, affiliate directors, directors-at-large, and past presidents; and

WHEREAS, the City of El Paso has a permanent director-at-large seat on the TML Board of Directors; and

WHEREAS, only city officials of member cities may serve as directors; and

WHEREAS, having representation on the TML Board of Directors would provide greater influence at the regional and state levels for the City of El Paso; and

WHEREAS, TML requires that cities endorse their selected Board member through official City Council action;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That District 4 Representative, Joe Molinar, be appointed as the City's representative to the Texas Municipal League Board of Directors effective upon City Council approval.

PASSED AND APPROVED this ____ day of February, 2023.


CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

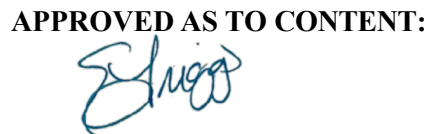
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Lupe Cuellar
Legislative Attorney

APPROVED AS TO CONTENT:



Elizabeth K. Triggs
Director, Economic Development



Legislation Text

File #: 23-219, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

International Bridges, Robert Tinajero, (915) 212-7509

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

The linkage to Strategic Plan is subsection 1.5 - Stimulate economic growth through transit and bridges integration.

Award Summary:

Discussion and action on the award of Solicitation No. 2023 0134 Janitorial Services - International Bridges to Ace Government Services, LLC, for an initial term of three (3) years for an initial estimated amount of \$604,422.00. The award also includes a two (2) year option for an estimated amount of \$402,948.00. The total amount of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$1,007,370.00. This contract will provide janitorial services to the International Bridges Department.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$227,329.20 for the initial term, which represents a 60.28% increase due to higher hourly rates and an increase in service hours required.

Department:	International Bridges
Award to:	Ace Government Services, LLC
	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option to Extend:	2 Years
Annual Estimated Award:	\$201,474.00
Initial Term Estimated Award:	\$604,422.00
Option Term Estimated Award:	\$402,948.00
Total Estimated Award:	\$1,007,370.00
Account No.:	564-3300-522060-64830

Funding Source	Maintenance Services Contract - Janitorial
District(s):	All

This is a Best Value, service contract.

The Purchasing & Strategic Sourcing and the International Bridges Departments recommend award as indicated to Ace Government Services, LLC, the highest ranked bidder based on evaluation factors established for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

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

AGENDA DATE: February 7, 2023

PUBLIC HEARING DATE: NA

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Roberto Tinajero, Interim Director, International Bridges, 915-212-7509
K. Nicole Cote, Managing Director, Purchasing and Strategic Sourcing, (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 1 - Cultivate an Environment Conducive to Strong, Sustainable Economic Development.

SUBGOAL: No. 1.5 - Stimulate economic growth through transit and bridges integration.

SUBJECT:

Discussion and action on the award of Solicitation No. 2023-0134 Janitorial Services - International Bridges to Ace Government Services, LLC, for an initial term of three (3) years for an initial estimated amount of \$604,422.00. The award also includes a two (2) year option for an estimated amount of \$402,948.00. The total amount of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$1,007,370.00. This contract will provide janitorial services to the International Bridges Department.

BACKGROUND / DISCUSSION:

This contract will allow the International Bridges Department to provide Janitorial Services to City of El Paso International Bridges.

SELECTION SUMMARY:

Solicitation was advertised on November 8, 2022 and November 15, 2022. The solicitation was posted on City website on November 8, 2022. There were a total of twenty-one (21) viewers online; four (4) bids were received; three (3) being local.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$227,329.20 for the initial term, which represents a 60.28% increase due to higher hourly rates and an increase in service hours required.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

NA

AMOUNT AND SOURCE OF FUNDING:

Amount: \$604,422.00

Funding Source: 564-3300-522060-64830

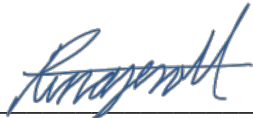
Account: Maintenance Services Contract - Janitorial

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: International Bridges
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Roberto Tinajero, Interim Director, International Bridges

**COUNCIL PROJECT FORM
(Best Value)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR** agenda for the Council Meeting of **February 7, 2023**.

STRATEGIC GOAL NO. 1: Cultivate an Environment Conducive to Strong, Sustainable Economic Development.

The linkage to Strategic Plan is subsection 1.5 – Stimulate economic growth through transit and bridges integration.

Award Summary:

Discussion and action on the award of Solicitation No. 2023-0134 Janitorial Services - International Bridges to Ace Government Services, LLC, for an initial term of three (3) years for an initial estimated amount of \$604,422.00. The award also includes a two (2) year option for an estimated amount of \$402,948.00. The total amount of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$1,007,370.00. This contract will provide janitorial services to the International Bridges Department.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$227,329.20 for the initial term, which represents a 60.28% increase due to higher hourly rates and an increase in service hours required.

Department:	International Bridges
Award to:	Ace Government Services, LLC
	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option to Extend:	2 Years
Annual Estimated Award:	\$201,474.00
Initial Term Estimated Award:	\$604,422.00
Option Term Estimated Award:	\$402,948.00
Total Estimated Award:	\$1,007,370.00
Account No.:	564-3300-522060-64830
Funding Source	Maintenance Services Contract - Janitorial
District(s):	All

This is a Best Value, service contract.

The Purchasing & Strategic Sourcing and the International Bridges Departments recommend award as indicated to Ace Government Services, LLC, the highest ranked bidder based on evaluation factors established for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

*******ADDITIONAL INFO BELOW*******

Committee Scoresheet					
CITY OF EL PASO BV SCORESHEET					
PROJECT: Solicitation 2023-0134 Janitorial Services - International Bridges					
Evaluation of Submittal					
MAX POINTS		Ace Government Services, LLC El Paso, TX	DSC Solutions LLC Leola, PA	GFE Buckingham LLC El Paso, TX	PJS of El Paso INC El Paso, TX
Factor A - Offeror's Fee Proposal	30	24.62	30.00	21.06	18.91
Proposed Cost		\$ 604,422.00	\$ 495,936.00	\$ 706,398.84	\$ 786,879.00
Factor B - Experience - Comparable Contracts	30	19.00	17.33	0.00	0.00
Factor C - References	30	20.00	20.00	0.00	0.00
Factor D – Employee Medical Benefit and Incentives	10	10.00	2.00	2.00	2.00
TOTAL SCORE	100	73.62	69.33	23.06	20.91
		1	2	3	4



CITY OF EL PASO BID TABULATION FORM



Project Name: Janitorial Services
Bid Opening Date: December 14, 2022

Solicitation #: 2023-0134
Department: International Bridges

			ACE Government Services, LLC El Paso, TX Bidder 1 of 4					DSC Solutions, LLC. Leola, PA Bidder 2 of 4					GFE Buckingham, LLC El Paso, TX Bidder 3 of 4					Professional Janitorial Service of El Paso, Inc. El Paso, TX Bidder 4 of 4				
ITEM No.	DESCRIPTION	Unit of Measure	Amount Per Hour	Total Hours Per Month	Monthly Amount (C=AxB)	Estimated Annual Total (D=Cx12)	Estimated 3-Year Total (E=Dx3)	Amount Per Hour	Total Hours Per Month	Monthly Amount (C=AxB)	Estimated Annual Total (D=Cx12)	Estimated 3-Year Total (E=Dx3)	Amount Per Hour	Total Hours Per Month	Monthly Amount (C=AxB)	Estimated Annual Total (D=Cx12)	Estimated 3-Year Total (E=Dx3)	Amount Per Hour	Total Hours Per Month	Monthly Amount (C=AxB)	Estimated Annual Total (D=Cx12)	Estimated 3-Year Total (E=Dx3)
			(A)	(B)	(C)	(D)	(E)	(A)	(B)	(C)	(D)	(E)	(A)	(B)	(C)	(D)	(E)	(A)	(B)	(C)	(D)	(E)
1	Paso Del Norte International Bridges	Hourly	\$ 19.50	304	\$ 5,928.00	\$ 71,136.00	\$ 213,408.00	\$ 16.00	304	\$ 4,864.00	\$ 58,368.00	\$ 175,104.00	\$ 22.79	304	\$ 6,928.16	\$ 83,137.92	\$ 249,413.76	\$ 23.20	304	\$ 7,052.80	\$ 84,633.60	\$ 253,900.80
2	Stanton Interantional Bridges	Hourly	\$ 19.50	313	\$ 6,103.50	\$ 73,242.00	\$ 219,726.00	\$ 16.00	313	\$ 5,008.00	\$ 60,096.00	\$ 180,288.00	\$ 22.79	313	\$ 7,133.27	\$ 85,599.24	\$ 256,797.72	\$ 30.15	313	\$ 9,436.95	\$ 113,243.40	\$ 339,730.20
3	Zaragoza International Bridges	Hourly	\$ 19.50	244	\$ 4,758.00	\$ 57,096.00	\$ 171,288.00	\$ 16.00	244	\$ 3,904.00	\$ 46,848.00	\$ 140,544.00	\$ 22.79	244	\$ 5,560.76	\$ 66,729.12	\$ 200,187.36	\$ 22.00	244	\$ 5,368.00	\$ 64,416.00	\$ 193,248.00
TOTAL					\$ 201,474.00	\$ 604,422.00				\$ 165,312.00	\$ 495,936.00				\$ 235,466.28	\$ 706,398.84				\$ 262,293.00	\$ 786,879.00	
NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.																						
<p><u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u></p> <p>THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.</p> <p>BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:</p>																						
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S), IF THE OPTION IS EXERCISED PRIOR TO THE EXPIRATION OF THE ORIGINAL TERM OF THE CONTRACT.			<input checked="" type="checkbox"/>					<input checked="" type="checkbox"/>					<input checked="" type="checkbox"/>					<input type="checkbox"/>				
NO OPTION OFFERED			<input type="checkbox"/>					<input type="checkbox"/>					<input type="checkbox"/>					<input checked="" type="checkbox"/>				
AMENDMENTS ACKNOWLEDGED:			YES					YES					YES					YES				
BIDS SOLICITED: 373			LOCAL BIDS SOLICITED: 195					BIDS RECEIVED: 4					LOCAL BIDS RECEIVED: 3					NO BID: 7				
NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.																						

**2023-0134 Janitorial Services - International Bridges
Bidders List**

Participant Name	Response Status	City	State
1 Colliers (New Mexico Real Estate Advisors Inc)	Viewed	Albuquerque	NM
2 Construction Reporter		Albuquerque	NM
3 Crataegus, LLC. dba Jani-King of El Paso		Albuquerque	NM
4 Frank's Supply Company, Inc		Albuquerque	NM
5 NAPA Auto Parts		Albuquerque	NM
6 SMI Facility Services (Supreme Maintenance, Inc.)		Albuquerque	NM
7 Yearout Energy Services Company LLC		albuquerque	NM
8 American Facility Services, Inc.		ALPHARETTA	GA
9 Sanil Electric Co., Ltd.		Ansan	Gyeonggi-do Korea, Republic of
10 Momar Inc		Atlanta	GA
11 Zep Sales and Service (Acuity Specialty Products, Inc)		Atlanta	GA
12 Xcessories Squared Development & Mfg., Inc.		Auburn	IL
13 Dan Williams Company		Austin	TX
14 Travis Association for the Blind - Austin, TX		Austin	TX
15 www.jhdavidson.com		Austin	TX
16 Busch Systems International Inc.		Barrie	ON Canada
17 Classic Same Day Blinds		Bedford	TX
18 Bell's Security Sales Inc		BLOOMFIELD	NJ
19 The Kovacs Group (John Kovacs and Associates)		Boerne	TX
20 The Playwell Group, Inc.		Boerne	TX
21 State Industrial Products		Boston	MA
22 GLOBEX-BURSA INTERNATIONAL TRADE (KEMAL ADLIG)		BURSA	Bursa Turkey
23 Mohawk Carpet Distribution, Inc.		Calhoun	GA
24 Bright Growing Landscape and Maintenance (Guma Services, LLC)		Canutillo	TX
25 Giant Electrical Services		Canutillo	TX
26 watson extermination services inc. dba: watson pest management (watson pest management)		Canutillo	TX
27 Complete Supply		Carrollton	TX
28 Elite Line Services Inc		Carrollton	TX
29 Harrison Bros. Inc. (harrison)		Chapel Hill, NC	NC
30 Homeland Industrial Supply (Homeland Industrial Supply Inc)		Chester Heights	PA
31 Snap-on Industrial, a Division of IDSC Holdings LLC		Chicago	IL
32 McKenzie Development LLC		Clint	TX
33 Swarco Industries LLC		Columbia	TN
34 ADB Safegate Americas		Columbus	OH
35 Kimball Midwest (Midwest Motor Supply Co. Inc.)		Columbus	OH
36 Brown Mowing Service & Tree Trimming Inc.		Commerce	TX
37 Florence Filter Corporation		Compton	CA
38 All Wire And Cable (Relies Group)		Coral Springs	FL
39 Generation H Cleaning Services LLC		Crowley	TX
40 All-Tech Associates		Dallas	TX
41 Goetting Construction Co.		Dallas	TX
42 Hi-Line Electric Co. Inc (Hi-Line, Inc)		Dallas	TX
43 Joe Fly Co Inc (JF Filtration, Inc)		Dallas	TX
44 KNS LLC		Dallas	TX
45 Liquid Environmental Solutions of Georgia, LLC		Dallas	TX
46 OVOL USA (Western BRW-Bosworth)		Dallas	TX
47 Pannell Industries Inc		Dallas	TX
48 piper weatherford		Dallas	TX
49 Summit Electric Supply		Dallas	TX
50 Sid Tools Inc. dba MSC Industrial Supply		Davidson	NC
51 SHOOP & SONS		Decatur	IL
52 DLP Services LLC (De La Paz Cleaning and Rental Services LLC)		Del Rio Blvd	TX
53 Beacon Roofing Supply		Denver	CO
54 Hercules Industries		Denver	CO
55 RelaDyne		Des Plaines	IL
56 Dent Enterprises LLC		DeSoto	TX
57 GARD Specialists		Eagle River	WI
58 Denver Magnetic, Inc		Eastlake	CO
59 PJS of El Paso, Inc.	Submitted	El Paso	TX
60 GFE Buckingham LLC	Submitted	El Paso	TX
61 Ace Government Services LLC	Submitted	El Paso	TX
62 Bob's Pest Control, LLC	No Bid	El Paso	TX
63 WOFFORD TRUCK PARTS (TE EL PASO,LLC)	No Bid	EL PASO	TX
64 2Casa Foster care (2 Casa Foster Care LLC.)	Unsubmitted	El Paso	TX
65 300 EXTERMINATOR TERMITE AND PEST CONTROL, LLC		El Paso	TX
66 3DS ELECTRICAL CONTRACOR LLC		El Paso	TX
67 AAA General Contractors, LLC		El Paso	TX
68 abood wheels		el paso	TX
69 Access Communications Group, LLC		El Paso	TX
70 Aim Remodeling and Construction (MST Consulting)		El Paso	TX
71 Allied Paving		el paso	TX
72 Alpha Line Detailing LLC		El Paso	TX
73 Alpha Paving (Alpha Asphalt and Parking Lot Contractors LLC)		El Paso	TX
74 Americhoice Construction LLC		El Paso	TX
75 APCO Building Specialties, Inc		El Paso	TX
76 Apex Pest Control (Lionel Clark dba Apex Pest Control)		El Paso	TX
77 APFELBAUM INDUSTRIAL, INC.		EL PASO	TX
78 Aquatic Adventures LLC		El Paso	TX
79 Arrow Construction (CIM Ventures)		El Paso	TX
80 ARSPEC (Armendariz)		EL PASO	TX
81 ASC General Contractors		El Paso	TX
82 ATS Inc (Advanced Transportation Services Inc)		El Paso	TX
83 Aztec Contractors Inc		EL PASO	TX
84 Aztec Contractors, Inc.		El Paso	TX
85 BAKER GLASS COMPANY, INC		EL PASO	TX
86 Baron Chemical Janitorial and Cleaning Supplies		El Paso	TX
87 Batteriesplusbulbs442 (Gorman Batteries LLC)		El Paso	TX
88 BEI GRAPHICS		EL PASO	TX
89 BELLA IRRIGATION, LLC		El Paso	TX
90 Bella Luna Engineering and Building Maintenance		El Paso	TX
91 Bio Dyne Chemical Co. (MJ Mader Enterprises Inc.)		El Paso	TX
92 Blue Sky Supplies, LLC		El Paso	TX
93 Border Tire		El Paso	TX
94 borderland services inc		el paso	TX
95 Brady Industries (Brady Industries of Texas LLC)		El Paso	TX
96 Branavi Clean Solutions		El Paso	TX
97 bright bolt ent inc		el paso	TX
98 C & L Janitorial Services		El paso	TX
99 C.L. North Company (Keltic Inc)		El Paso	TX
100 Cardina Consulting LLC		EL PASO	TX

**2023-0134 Janitorial Services - International Bridges
Bidders List**

101	Carpet Pile of Texas, Inc.		El Paso	TX
102	CED El Paso	Viewed	El Paso	TX
103	Chato's Quarter Horses & Alfalfa Hay Sales		EL PASO	TX
104	City Fence and Pipe Co.		El Paso	TX
105	City of El Paso Strategic Partners		El Paso	TX
106	Clean Sweep Janitorial Services		El Paso	TX
107	CodeLumen		El Paso	TX
108	continental battery company		El Paso	TX
109	Continental Termite & Pest Control, Inc.		el paso	TX
110	Coretech		El Paso	TX
111	D&H United Fueling Solutions		El Paso	TX
112	D.A.A.B. LLC		El Paso	TX
113	dale borens service supply		el paso	TX
114	DAVID'S PENNANTS, BANNERS		EL PASO	TX
115	Dedicated Logistics Group LLC		El Paso	TX
116	Delgado's Repair and Maintenance		El Paso	TX
117	Delta Pest Control & Lawn Service (Delta Unlimited LLC)		El Paso	TX
118	DESERT ELECTRICAL SUPPLY, INC.		El Paso	TX
119	Desert Paint Store		EL PASO	TX
120	Desert Painting LLC		El Paso	TX
121	DH Pace El Paso (DH Pace Company Inc)		El Paso	TX
122	DIVISION 7 LLC		El Paso	TX
123	Dual Temp Refrigeration. (A.B.R. HVAC & MAINTENANCE SERVICES LLC.)		El Paso	TX
124	DYER CYCLE		El Paso	TX
125	eagle janitorial services		El Paso	TX
126	Efficio Construction Services LLC		El Paso	TX
127	El Paso & Juarez Paint Inc.	Viewed	El Paso	TX
128	EL PASO CASTERS & MATERIAL HANDLING (CASTERS UNLIMITED)		EL PASO	TX
129	El Paso CWI & NDE Inspection Services, LLC		El Paso	TX
130	El Paso Handyman LLC		EL PASO	TX
131	EL PASO JAG INC.		EL Paso	TX
132	EL PASO METALS & SUPPLY,INC		El Paso	TX
133	El Paso Pipe & Pump Supply		El Paso	TX
134	el paso trench safety inc		El Paso	TX
135	EL PASO-PHOENIX PUMPS INC		El Paso	TX
136	El Valle Pest Control LLC		El Paso	TX
137	EPTEX Coatings		El Paso	TX
138	Ewing Irrigation		El Paso	TX
139	Facility solutions group		El Paso	TX
140	Freedom environmental group		El Paso	TX
141	Fulcrum Contracting Group LLC		El Paso	TX
142	Fulcrum Pest Control		El Paso	TX
143	Full Turn Interior Solutions, LLC		El Paso	TX
144	Global Containers & Custom Packaging Inc.		El Paso	TX
145	GLOBAL SALES AND SERVICE		EL PASO	TX
146	GLOBAL SUPPLY & SERVICE INC.		EL PASO	TX
147	Goliath Security Services LLC		El Paso	TX
148	Goodwill Services Inc.		El Paso	TX
149	Gracen Engineering & Construction, Inc.		El Paso	TX
150	Graybar electric		El Paso	TX
151	Hawk Construction		El Paso	TX
152	HCV ENTERPRISES, LLC		El Paso	TX
153	Hi-tech Home Services (Tech Roofing Inc)		El Paso	TX
154	Holiday Inn Express & Suites- Sunland Park Area		El Paso	TX
155	Howdy Resources (CNH Construction LLC)		EL PASO	TX
156	HZ Construction		el paso	TX
157	Innovative Ink Signs & Printing (Innovative Ink EP, LP)		El Paso	TX
158	Integrated Technologies and Design (Electripro Inc)		El Paso	TX
159	Integrity Pest and Termite (Sun City Critter Control Corp LLC)		El Paso	TX
160	Internal Audit Office		El Paso	TX
161	J Carrizal General Constructio		El Paso	TX
162	Jace Contracting Services, Inc.		El Paso	TX
163	JDA Property Solutions LLC	Unsubmitted	El Paso	TX
164	Jobe Materials		El Paso	TX
165	JR Compass LLC	Viewed	El Paso	TX
166	Jurado Construction llc		EL PASO	TX
167	King Arthur's		El Paso	TX
168	Klean-it Janitorial Services		El Paso	TX
169	KS Construction LLC	Viewed	El Paso	TX
170	Lara Construction		El Paso	TX
171	LB & SONS (LB Landscaping Inc)		EL PASO	TX
172	LD Supply Company, Inc.		El Paso	TX
173	Life Landscaping		el paso	TX
174	Lim Service Industries Inc.	Unsubmitted	El Paso	TX
175	Li-Neon Media Group		El Paso	TX
176	Lobo Distribution LLC		El Paso	TX
177	LUX Illumination LLC		El Paso	TX
178	MACNEILL AND SONS GENERAL CONTRACTORS		EL PASO	TX
179	MAID IN BLISS,LLC		El Paso	TX
180	Maintenance Unlimited, Inc.		El Paso	TX
181	Mayer's Glass & Construction		El Paso	TX
182	Mayfield Pool Supply, LP		El Paso	TX
183	Mean Clean LLC		El Paso	TX
184	Medlock Commercial Contractors, LLC.		El Paso	TX
185	MG Evergreen LLC		EL PASO	TX
186	Midwest Restoration Group LLC		el paso	TX
187	MIJARES-MORA ARCHITECTS INC		EL PASO	TX
188	Mirador Enterprises, Inc. (Mirador Enterprises)		EL PASO	TX
189	Mission Linen Supply		El Paso	TX
190	Mosquito Squad of El Paso/Las Cruces (G&T Southwest LLC)		El Paso	TX
191	MTI Ready Mix (MULLEN/TELLES INCORPORATED)		El Paso	TX
192	New Generation Construction Crew		El Paso	TX
193	P&V Distributing		El Paso	TX
194	P&Y Pump Service (P&Y Mobile Wash Inc)		El Paso	TX
195	PC Automated Controls, Inc		El Paso	TX
196	PERIKIN Enterprises LLC		El Paso	TX
197	Precision MPI (MPI Machinery and Design LLC)		El Paso	TX
198	Prestige Construction Group		El Paso	TX
199	Prime Irrigation & Landscape, Inc		El Paso	TX
200	Pulse Electric, Inc.		El Paso	TX
201	RAD Painting (Ricardo DeLucio)		El Paso	TX
202	RBM Engineering, Inc.		El Paso	TX

**2023-0134 Janitorial Services - International Bridges
Bidders List**

203	Red Feather Affordable Landscaping Inc (Robert Girardot)	El Paso	TX	
204	Refrigeration Express (AS General Contractors LLC)	El Paso	TX	
205	Reliable Plumbing (RP of EPT Inc)	EL Paso	TX	
206	RENT A TRAILER LLC (Carlos Fraire)	El Paso	TX	
207	Rick Rodriguez Construction	El Paso	TX	
208	Ricks Paving & Sealing Inc.	El Paso	TX	
209	Rio Grande Lighting	El Paso	TX	
210	Robles1 Demolition	El Paso	TX	
211	Rocky Mountain Distribution LLC	El Paso	TX	
212	Roger Brown Co. LLC	El Paso	TX	
213	Rolo Fix It	El Paso	TX	
214	Roof Toppers of El Paso Inc.	El Paso	TX	
215	S&T Refrigeration	El Paso	TX	
216	Safe Space Cleaning Services	El Paso	TX	
217	Safety-Kleen	el paso	TX	
218	Selati Investments	El Paso	TX	
219	Señor Clean (Edith Castañon)	El Paso	TX	
220	Servin, LLC	El Paso	TX	
221	Servpro of West El Paso (BLMR Disaster Recovery LLC)	El Paso	TX	
222	Sherwin Williams Company	El paso	TX	
223	Sierra Machinery, Inc.	El Paso	TX	
224	SJI and Associates LLC	El Paso	TX	
225	Socorro ISD	El Paso	TX	
226	Southwest Premier Services, LLC	El Paso	TX	
227	Southwestern Mill Distributors	El Paso	TX	
228	Spartan Construction of TX, Inc.	EL PASO	TX	
229	Spectrum Paper	El Paso	TX	
230	STANLEY STEEMER (Manitou Makwa LLC)	El Paso	TX	
231	Stiles General Contractors LLC	El Paso	TX	
232	Sun Carpets, LLC	El Paso	TX	
233	SWIFCO (SOUTHWESTERN INDUSTRIAL FASTENERS)	EL PASO	TX	
234	Synergy Temperature Control LLC	El Paso	TX	
235	SYOXSA, Inc.	El Paso	TX	
236	The Cable Source (The Cable Source Ltd. Co.)	El Paso	TX	
237	The Plant Room	Viewed	El Paso	TX
238	Trad Xpertz LLC	El Paso	TX	
239	Tristar Aeronautical inc	El Paso	TX	
240	UniFirst (UniFirst Corporation)	El Paso	TX	
241	UNIK-TECH LLC	EL PASO	TX	
242	VJ Capital Properties, Ltd.	El Paso	TX	
243	WESTERN JANITORIAL SERVICE INC	EL PASO	TX	
244	WinSupply of El Paso (WinSupply of El Paso TX Co)	El Paso	TX	
245	WOODBIRD, LLC	EL PASO	TX	
246	WW Grainger	El Paso	TX	
247	Wyler Industrial Works, Inc.	El Paso	TX	
248	Ysleta ISD	El Paso	TX	
249	Yucca Contracting (Israel Vaquera)	El Paso	TX	
250	Octavios Custom Draperies	EL PASO, TX	TX	
251	Technical Building Services (JivG Enterprises LLC)	EL PASO, TX	TX	
252	TRANSLITE ENTERPRISES, INC.	ELIZABETH	NJ	
253	Morrow Industrial Repair Service, LLC	Elkton	KY	
254	DIGI Security Systems and Alpha Lock (DIGI Security Systems LLC and Alpha Lock)	Farmers Branch	TX	
255	Superior Elevator Inspections & Consulting (Superior Elevator Inspections, LLC)	FENTON	MO	
256	Ironcompany.com, LLC	Flower Mound	TX	
257	GBSON & GBSON LLC	Fort Worth	TX	
258	MARK'S PLUMBING PARTS	FORT WORTH	TX	
259	Mid-Continental Restoration Co Inc	Fort Worth	TX	
260	KreativDesk (Tomety Inc)	Frisco	TX	
261	LineQuest LLC.	Frisco	TX	
262	Sunbelt Rentals, Inc	Ft Mill	SC	
263	Quality MRO (Price Global Logistics LLC)	Garland	TX	
264	Sanus Solutions LLC	Garland	TX	
265	Allstates Coatings Company (LBS Enterprises, LLC)	Gladewater	TX	
266	Plumbmaster, Inc	GLEN MILLS	PA	
267	FCI Constructors, Inc.	Glendale	AZ	
268	Urban Restoration Group U.S. Inc.	Glendale	CA	
269	Simpson Norton Corporation	Goodyear	AZ	
270	American Sealants, Inc. (ASI)	Grand Junction	CO	
271	North America Procurement Council Inc., PBC	Grand Junction	CO	
272	ERMC Aviation Services	GRAND PRAIRIE	TX	
273	Pollock Investments Inc (Pollock Orora)	Grand Prairie	TX	
274	NorrisLeal, LLC	Harlingen	TX	
275	FNJ Enterprises LLC	Horizon City	TX	
276	West Texas Chiller Solutions	Horizon City	TX	
277	Amtek USA, Austin	Houston	TX	
278	Epoxy Design Systems, Inc.	Houston	TX	
279	Heat and Power Boiler Services, Inc.	Houston	TX	
280	Liberty Office Products	Houston	TX	
281	Possible Missions, Inc.	Houston	TX	
282	Pritchard Industries	Houston	TX	
283	Sunset Survival & First Aid Inc	Huntington Beach	CA	
284	Texas Correctional Industries (Texas Department of Criminal Justice)	Huntsville	TX	
285	Tough Shirts	Huntsville	TX	
286	ARCHIVE SUPPLIES INC	IRVING	TX	
287	justin seed	Justin	TX	
288	Indoff, Inc (Indoff, Incorporated)	Kansas City	MO	
289	Safety Counts Inc.	Katy	TX	
290	TLBSCORPORATION	katy	TX	
291	Discount Banners and Signs Inc	Keller	TX	
292	Tower Performance LLC	Krotz Springs	LA	
293	ABBA CONSTRUCTION, LLC	LAREDO	TX	
294	Burke Insurance Group (Risk Strategies Company)	Las Cruces	NM	
295	PROCON JCB	Las Cruces	NM	
296	METRO WIRE AND CABLE	Lawrenceville	GA	
297	DSC Solutions LLC	Leacock-Leola-Bareville	PA	
298	MALLORY SAFETY & SUPPLY	LONGVIEW	WA	
299	Rain for Rent (Western Oilfields Supply Company dba Rain for Rent)	Los Angeles	CA	
300	VersaTables	Los Angeles	CA	
301	Facility Gateway Corporation	Madison	WI	
302	Reflective Apparel	Marietta	GA	
303	Property Registration Champions, LLC dba PROCHAMPS	Melbourne	FL	
304	DITCH WITCH SOUTHWEST (WEST-TEX MARKETING, LTD.)	Midland	TX	

**2023-0134 Janitorial Services - International Bridges
Bidders List**

305	Goformore LLC		Milpitas	CA
306	Harcourt Outlines, Inc. (Harcourt Industries, Inc.)		Milroy	IN
307	INTERBORO PACKAGING CORPORATION		MONTGOMERY	NY
308	Muncie Transit Supply (Muncie Reclamation and Supply)		Muncie	IN
309	DAI Scientific Equipment Inc		Mundelein	IL
310	Best Plumbing Specialties		Myersville	MD
311	TECHLINE INC	No Bid	NEW BRAUNFELS	TX
312	Divine Power Group (Boddicker Ventures, LLC)		New Braunfels	TX
313	ALL IN SAFETY CORP (All In Safety Corp)		New Windsor	NY
314	ADB Safegate Americas, LLC		New York	NY
315	Ferguson Enterprises		Newport News	VA
316	Norfolk Bearings & Supply Co., Inc.		Norfolk	VA
317	LABSOURCE INC		NORTHLAKE	IL
318	ADVANCED FILTRATION CONCEPTS		Norwalk	CA
319	Myers Power Products		Ontario	CA
320	Owens Realty Services		Orlando	FL
321	Scotwood Industries, LLC		Overland Park	KS
322	SOLUTIONS PEST AND LAWN	No Bid	PASADENA	TX
323	School Specialty LLC		Philadelphia	PA
324	Copper State Bolt & Nut		Phoenix	AZ
325	CORE Construction		Phoenix	AZ
326	Medaserv (Strong Medical Partners LLC)		Pineville	NC
327	HITEQ COMPUTER SYSTEMS (PROLEAF CORPORATION)		PLANO	TX
328	TELSUPPLIERS LLC		PLANO	TX
329	Vector Controls		Plano	TX
330	IWCS Scale LLC		raymondville	TX
331	Rentokil North America, Inc. (Target Specialty Products)		Reading	PA
332	Best Wire &Cable LLC		Richardson	TX
333	Longhorn Excavators, Inc.		Richmond	TX
334	GLK Turf Solutions LLC		Royse City	TX
335	IML Security Supply (Intermountain Lock & Security Supply)	No Bid	Salt Lake City	UT
336	3rd Generation Services, LLC		San Antonio	TX
337	Amstar Inc. General Contractor		San Antonio	TX
338	H.A. Gray & Associates, Inc.		San Antonio	TX
339	Pan-American Filtration (MB Dustless Air Filter Company, LLC)		San Antonio	TX
340	Sunset Brokers LLC		San Antonio	TX
341	Virtual Builders Exchange		San Antonio	TX
342	Woodeez Stone & Laser Imaging (Woodeez Woodcrafts, LLC)		San Antonio	TX
343	SitSpots (JB Distributors, Inc.)		San Clemente	CA
344	NEBULA ADVISERS LLC		Santa Fe	NM
345	High Intensity Electrical Contractors LLC (High Intensity Electrical Contractors LLC.)		Santa Teresa	NM
346	Continental Flooring Company		Scottsdale	AZ
347	WCD Enterprises, LLC (Dryden)		Scottsdale	AZ
348	Aerosimple LLC		Sheridan	WY
349	A.R.E. Landscape Management		Socorro	TX
350	Automatic Trap Company		Sonoma	CA
351	Jamieson Facility Services		Splendora	TX
352	United Laboratories, Inc		St. Charles	IL
353	Indepth Utility Solutions LLC		Stafford	TX
354	RANCO Response LLC		StatesBoro	GA
355	Stertil-Koni USA, Inc.		Stevensville	MD
356	Matco Tools (Matco Tools Corporation)		Stow	OH
357	Construction Journal		Stuart	FL
358	Dynamic Contracts Consultants LLC		Sugarland	TX
359	G. A. Braun, Inc.		SYRACUSE	NY
360	Filterbuy Incorporated	No Bid	Talladega	AL
361	ALPHAPROMED,LLC		tampa	FL
362	BAY PROMO LLC (baypromo.net)		Tampa	FL
363	PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)		TAMPA	FL
364	NASG Holdings		Trumbauersville	PA
365	Mister Car Wash		Tucson	AZ
366	Wassco Corporation		Tulsa	OK
367	Dunn-Edwards Corportation		Vernon	CA
368	Winsupply W El Paso		VINTON	TX
369	One Stop Janitorial Services LLC		Weslaco	TX
370	Unipak Corp.		West Long Branch	NJ
371	Champion Wire & Cable	No Bid	Westbury	NY
372	ADA Solutions, a Division of SureWerx USA Inc. (SureWerx USA, Inc.)		Wilmington	MA
373	Royal Imaging Solutions (Royal Media Network, Inc.)		Windsor Mill	MD
374	ACP Facility Services, Inc.		Woburn	MA
375	Turf Care of Texas		Wylie	TX



Legislation Text

File #: 23-210, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 4

Capital Improvement Department, Yvette Hernandez (915) 212-1860

Purchasing and Strategic Sourcing, K. Nicole Cote, (925) 212-1092

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on the award of Task Order #1K-1 for Solicitation 2022-0678, Veterans Park Recreational Center Renovations to Keystone Contractors & Engineers for a total estimated award of \$727,624.87.

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

AGENDA DATE: February 7, 2023

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Yvette Hernandez, City Engineer, (915) 212-1860
Katherine N. Cote, Managing Director of Purchasing & Strategic Sourcing,
(915) 212-1092

DISTRICT(S) AFFECTED: #4

STRATEGIC GOAL: No. 2 – Set the Standard for a Safe and Secure City

SUBGOAL: 2.3 – Increase public safety operational efficiency

SUBJECT:

Discussion and action on the award of Task Order #1K-1 for solicitation 2022-0678, Veterans Park Recreational Center Renovations to Keystone Contractors & Engineers for a total estimated award of \$727,624.87

BACKGROUND / DISCUSSION:

On October 11, 2022 Council approved the award of Solicitation 2022-0678 Job Order Contracting and Facilities Construction to Veliz Company, LLC dba Veliz Construction, Keystone GC, LLC and Jordan Foster Construction LLC. Work under these contracts is performed via task orders with task orders exceeding **FIVE HUNDRED THOUSAND DOLLARS** (\$500,000) requiring Council approval. The task order for the Veterans Park Recreation Center Renovation exceeds \$500,000 and therefore requires Council approval.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

On October 11, 2022 the City of El Paso approved the award of Solicitation 2022-0678 Job Order Contracting and Facilities Construction to Veliz Company, LLC dba Veliz Construction, Keystone GC, LLC and Jordan Foster Construction LLC. For a term of two (2) years and three (3) one (1) year options. The length of each contract including the initial term plus options is five (5) years for an estimated total aggregate of \$20,000,000.00. The award of the contracts will allow to perform maintenance, repair, alteration, renovation, remediation, or minor construction for the City of El Paso facilities.

AMOUNT AND SOURCE OF FUNDING:


Amount: \$727,624.87
Funding Source: 2012 Quality of Life
Account: 190 – 4800 – 29010 – 580270 – PCP13PRKD10

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Parks and Recreation

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

DEPARTMENT HEAD: Assistant Director Capital Improvement



Yvette Hernandez, P.E.,
City Engineer

Contract Change Order Coversheet /Checklist
City of El Paso Capital Improvements Department

Project Name: Job Order Contracting & Facilities Construction - Veterans Park Recreation Center Date Received: January 25, 2023

Solicitation Number: 2022-0678 (Task Order #1K-1) Contractor: Keystone Contractors & Engineers

Change Order Number: 1A-1 Date CO was identified January 25, 2023

Funding Type: QOL ☐ General Fund ☐ TX DOT ☐ CDBG ☐ FTA ☐ FAA ☐

Contingency: \$ TBD Original Budget: \$4,000,000.00 Current Remaining Budget: \$ TBD PO No.(s): TBD

Identified by: DOR ☐ Contractor ☐ User Dept. ☐ CID X Other ☐ (identify : _____)

Impacts: Cost X Time* X (Check all that Apply) * Identify Schedule activity impacted, **attach** frag-net justifying time.

No change order shall be approved unless work is ordered in writing by the Owner Designated Rep

If Written Order provided prior to formal execution of CO **attach** copy of the written directive, and justification, as why the direction was necessary prior to a formal agreement. Attach concurrence of representative having authority to execute change order(s) for the city of El Paso, Contract Specific by Resolution. If formal RFP was provided to contractor **attach** copy. If E-mail was direction provided to contractor attach Copy.

Change order Type Check One: Mandatory ☐ Discretionary X (Mandatory Violets Written code/standard, or will not function for intended purpose)

If mandatory **attach** justification, Direction from DOR and/or code/ standards references that the CO corrects, or Documentation from User Department Head explaining why the change is required

Differing site condition	_____	Engineering Change/Construction Deficiency	_____
User requested Change **	<u>X</u>	Substitution Contractor initiated	_____
Designer Directive (ASI)	_____	Error and omission	_____
Value Engineering Change	_____	Quantity Adjustment	_____

** Identify Funding source _____ Grant Funded Projects **attach** Concurrence of Grant Funded program Director

Justification: Task order #1K-1 to incorporate Veterans Park Recreation Center Renovations Drawings and Specifications into the 2022-0678 Job Order Contracting and Facilities Construction contract. The Change will not change the overall contract amount. Construction time frame of 180 Calendar days to Substantial and 30 additional calendar days to Final completion

Method Utilized for implementing change

(Reference general conditions 2.5.2) Check all that apply

- | | | | |
|-----|-------------------------------------|----------|--|
| . 1 | Unit Bid Prices Previously Approved | _____ | (attach Copy of supporting documents) |
| . 2 | An Agreed upon Lump Sum | <u>X</u> | (Attach record of Negotiations, and Cost Analysis) |
| . 3 | Actual Cost (Force Account Change) | _____ | (Attach Detailed record as per 2.2.5.2.3) |

Cost/Price/Time Analysis

Attach Copy of analyst justifying cost and quantities

Contractors proposed cost: \$727,624.87
Final Negotiated amount: \$727,624.87
Time: Requested 180 Days, justified Yes

Independent Cost Estimate prepared Yes X, No ☐ Validated, Vender Quotes, Published Data, Previously agreed Costs, Other (attach documentation of cost analysis).

Contract Change Reference: Reference Plan /Spec change, Describe Change (Attach additional sheets if necessary)

Narrative Description of Change SOW: Task order #1K-1 will incorporate the construction documents into the Job Order Contracting & Facilities Construction Contract No. 2022-0678 dated October 11, 2022 this task order does not change the overall contract. The task order will be issued for the scope of work listed in the attachments and the project drawings dated 11/1/2022 and technical specifications dated 11/1/2022. The total amount of task order #1K-1 will be \$727,624.87.

Existing Drawing Reference: Refer to attached drawings for the Veterans Park Recreational Center Renovations dated 11/1/2022

Existing Specification Reference: Refer to attached Technical Specifications for the Veterans Park Recreational Center Renovations dated 11/1/2022

New Drawings/Specifications Reference: N/A

User Department Concurrence (if required): _____

Print Name _____

Requested by Project /Construction Manager: Daniel C. Carrillo

Print Name: Daniel Carrillo

Division Manager: Gilbert Guerrero

Print Name: Gilbert Guerrero

Recommended for Approval by City Engineer: Jerry DeMuro

Date: 1/27/2023

Jerry DeMuro
Assistant Director of Design

CITY OF EL PASO CONSTRUCTION CHANGE ORDER

CONSTRUCTION CHANGE ORDER NO.: <u>1</u>		DATE: <u>January 25, 2023</u>	<input type="checkbox"/> SCOPE CHANGE
PROJECT:	<u>Job Order Contracting & Facilities Construction</u>	SOLICITATION #	<u>2022-0678K</u>
	<u>Veterans Rec. Center Renovations</u>		<input checked="" type="checkbox"/> CONSTRUCTION CHANGE
	Original Contract Amount: \$ <u>727,624.87</u>	Task #1K-1	
Net Change by previous Change Orders: \$	<u>-</u>	Contract Time to Substantial Completion	<u>180</u>
Net Change by previous Construction Quantity Notices:		Total days added due to Change Orders and CQN's	<u>0</u>
Amount of this Construction Change Order: \$	<u>-</u>	Total days added for this Change Order	<u>0</u>
New Amended Contract Amount:	<u>\$727,624.87</u>	New Contract Time to Substantial Completion:	<u>180</u>
Change Order Percentage:	<u>0.00%</u>	Current Substantial Completion Due Date	

CONTRACTOR NAME: Keystone Contractors & Engineers

Funding Source _____

Please provide a detailed scope of work of the change order (see back for reason/justification):

Task order #1K-1 will incorporate the construction documents into the Job Order Contracting & Facilities Construction Contract No. 2022-0678K dated October 11, 2022. This task order does not change the overall contract. The task order will be issued for the Scope of Work listed below in the attachments.

Builders Risk insurance IS NOT required for this task order.

A separate Notice to Proceed will be issued upon approval of necessary Bonds and Insurance as required by the contract.

Attachments: Scope of Work, Veterans Park Recreation Center Plans dated 11/1/2022. Technical Specifications Dated 11/1/2022.

Agreed Upon Proposal for Task #1K-1: \$727,624.87

Time: 180 consecutive Calendar Days for substantial completion, 30 additional days for Final Completion for a total of Two Hundred Ten (210) calendar days

Unless specifically noted this change order addresses all compensation of time and money, including direct and indirect cost associated with the above described scope of work

CALENDAR DAYS ADDED TO COMPLETION TIME: 0

***TOTAL CHANGE ORDER AMOUNT:** _____

***Change Order will not change overall Contract Amount**

CONTRACTOR: Keystone Contractors & Engineers

I, **Francisco Guillen**, of **Keystone GC, LLC.** agree and accept the terms and conditions of this change order.

Signature: 

Date: **01.27.2023**

CITY OF EL PASO (OWNER)

I, Yvette Hernandez, P.E. of the City of El Paso hereby authorize and direct the Contractor to proceed with additional work as described in this form.

Signature: 

Date: **1/30/23**

Yvette Hernandez, P.E.

CONSTRUCTION CHANGE ORDER NO.: <u>1</u>		DATE: <u>January 25, 2023</u>	<input type="radio"/> 0	SCOPE CHANGE
PROJECT: <u>Job Order Contracting & Facilities Construction</u>	SOLICITATION # <u>2022-0678K</u>		<input checked="" type="radio"/> X	CONSTRUCTION CHANGE
Purchase Order No. <u>22000000##</u>				

LINE	ADDED AMOUNT
------	--------------

[illegible]

(should match cost below)

Contract Change Order Documentation Summary and Determination of Cost Reasonableness:Contract Name: Job Order Contracting & Facilities Construction – Fire Station 10 RenovationsSolicitation /Project Number: 2022-0678Change Order Number: 1K-1Prepared By: Daniel Carrillo**RFP:**In response to an (Select one and entry number and date) **RFP number** 1 **or Field Directive number** _____ dated 12/1/2022 (Attach Copy). Or In response to_____
and unsolicited proposal was provided.**Initial Cost Estimate:**

Check all that apply:

_____ No initial estimate of the change order costs was attempted. (Attach Justification countersigned by assigned DM)

_____ A ROM Estimate in the amount of \$ _____ was prepared on Date _____
attach copy_____ A Detailed Estimate in the amount of \$ _____ was prepared on Date _____
attach copy.X The Design Consultant provided a detailed estimate in the amount of \$ 1,094,007.00 was prepared on Date 4/18/2019 attach copy.**Contractors Proposal:**The contractor provided a proposal Dated 1/20/2023 (attach copy) in the amount of \$ 727,624.87 and requesting _____ Calendar/Working days.The proposal was reviewed as to the required Scope of work and found to accurately reflect the Scope of Work **Yes** X **No** _____. If No a formal revision was requested on this date _____ (attach Copy(s) of request) and received date _____, in the amount of \$ _____ and requesting _____ Calendar/Working days **Or Check if applicable** _____ after review with assigned DM the city elected to proceed with negotiations and address the scope inconsistencies in Negotiations without a proposal revision (list inconsistencies to be addressed in negotiations). _____

Attach continuation sheet if necessary

Cost evaluation: Cost reasonableness was determined using the following methods check all that apply.

☐ Utilizing existing Bid Item

☒ Price Analysis

☐ Cost Analysis

(Provide narrative description for each method utilized and how reasonableness was determined)

Attach mark up a proposal with negotiation objectives, including accepted cost, Dated and initialed by the Preparer and Assigned Division Manager. Label Marked UP Proposal:

Narrative description of determination of reasonableness: (Attach Continuation sheets as necessary, include detailed table showing Proposed/Objective /and Negotiated when appropriate. (Sample included)

Narrative:

The design consultant provided a detailed estimate prepared on April 18, 2019 and estimated the cost of the improvements to be \$1,094,007.00. Under the CID Job Order Contract, a request for proposal was sent to the contractor on December 1, 2022 for the work needed to be performed at the Veterans Park Recreation Center.

The contractor responded on January 20, 2023 with a proposal of \$727,624.87 based on the latest version of R.S. Means Facilities Construction Cost Data as required by the Job Order Contracting and Facilities Construction contract. The proposal was evaluated against the cost estimate prepared by design engineer and found to be fair and reasonable. After Review of all the information the Project Manager recommends approval of the proposal for task order #1K-1.

Time Justification:

The original RFP indicated a construction timeframe of 180 days to substantial and 30 days for Final. The contractor agrees to the total of 210 consecutive calendar days.

CITY OF EL PASO
VETERANS PARK RECREATION CENTER EXPANSION
PRELIMINARY ESTIMATE - APRIL 18, 2019

Project name	Veterans Park Expansion El Paso TX
Job size	8149 sqft
Duration	6 mnth
Bid date	4/17/2019 2:00 PM
Report format	Sorted by 'Location/Phase' 'Detail' summary

Item	Description	Takeoff Qty		Unit Cost	Total
					Amount
01.0-Gym Add					
2071.05	Prep.- Initial Cleanup				
10	Temporary Building Shoring (if needed)	510.00	sqft	60.00 /sqft	30,600
	Prep.- Initial Cleanup				30,600
2076.60	Rem Masonry - Conc Block				
10	Remove Concrete Block Wall	102.00	lnft	125.00 /lnft	12,750
	Rem Masonry - Conc Block				12,750
2077.30	Rem Steel - Steps				
10	Remove Steel Stairs	4.00	flt	225.00 /flt	900
	Rem Steel - Steps				900
2079.90	Rem Trim-Cabinets				
10	Remove Millwork	10.00	lnft	10.25 /lnft	103
	Rem Trim-Cabinets				103
2084.05	Rem Door - And Frame				
10	Remove Door & Frame	8.00	each	36.75 /each	294
	Rem Door - And Frame				294
2084.51	Remove Toilet Accessory				
10	Remove Toilet Accessories	5.00	each	12.00 /each	60
	Remove Toilet Accessory				60
2087.75	Remove Misc. Equipment				
10	Remove Plumbing Fixtures	3.00	each	175.00 /each	525
10	Remove Light Fixtures	22.00	each	26.00 /each	572
10	Remove Misc Electrical Items	10.00	each	12.00 /each	120
10	Demo Electrical & Make Safe	3,404.00	sqft	0.75 /sqft	2,553
10	Misc Mechanical Demolition	3,404.00	sqft	0.25 /sqft	851
	Remove Misc. Equipment				4,621
2088.05	Rem Floor-Wood & Parquet				
10	Remove Gym Floor	3,560.00	sqft	0.92 /sqft	3,275
	Rem Floor-Wood & Parquet				3,275
2088.23	Rem Wall-GWB				
10	Remove Interior Walls (10' tall)	140.00	lnft	40.00 /lnft	5,600
	Rem Wall-GWB				5,600
2220.32	Sitework				
10	Mobilization	1.00	lsum	1,750.00 /lsum	1,750
10	Clear & Grub	0.08	acre	2,250.00 /acre	180
10	Misc Site Demo	1.00	lsum	450.00 /lsum	450
10	Site Cut / Site Fill (1.5 ft over site)	225.00	cuyd	9.00 /cuyd	2,025
10	Scarify & Compact Building Pad	491.00	sqyd	4.00 /sqyd	1,964
10	Scarify & Compact Sidewalk Areas	162.00	sqyd	4.00 /sqyd	648
10	Install 4" Sidewalk	1,452.00	sqft	6.25 /sqft	9,075
10	Install Silt Fence	475.00	lnft	5.95 /lnft	2,826
10	Install Construction Entrance	1.00	lsum	1,950.00 /lsum	1,950
	Sitework				20,868
3178.42	Structural Concrete				
01	Footing Continuous 3'0" wide	102.00	lnft	91.00 /lnft	9,282
01	Footing Continuous 3'8" wide	72.00	lnft	102.00 /lnft	7,344
01	Slab On Grade	3,672.00	sqft	5.25 /sqft	19,278
01	Stem Wall	102.00	lnft	57.00 /lnft	5,814

Item	Description	Takeoff Qty		Unit Cost	Total	
					Amount	
	Structural Concrete				<u>41,718</u>	
4153.00	Masonry					
	10 12" Slump Block Wall	5,100.00	sqft	20.95 /sqft	<u>106,845</u>	
	Masonry				106,845	
5110.80	Structural Steel					
s005	Structural Steel Material	3,672.00	sqft	5.95 /sqft	21,848	
s005	Structural Steel Erect	3,672.00	sqft	4.40 /sqft	16,157	
s005	Miscellaneous Metals Allowance	3,672.00	sqft	0.45 /sqft	<u>1,652</u>	
	Structural Steel				39,658	
6123.00	Blocking - All Types					
sub1	Miscellaneous Blocking	3,672.00	sqft	0.25 /sqft	<u>918</u>	
	Blocking - All Types				918	
7411.00	Roofing					
	10 Roofing - New Gym Addition	3,672.00	sqft	7.25 /sqft	<u>26,622</u>	
	Roofing				26,622	
7910.01	Caulking / Sealants					
	1001 Caulking / Sealants	1.00	lsum	5,500.00 /lsum	<u>5,500</u>	
	Caulking / Sealants				5,500	
8391.10	Doors					
	1001 Interior Door Leaf / Frame / Hardware	2.00	each	1,575.00 /each	3,150	
	1001 Exterior Door Leaf / Frame / Hardware	2.00	each	1,475.00 /each	<u>2,950</u>	
	Doors				6,100	
8520.01	Glass & Glazing					
	1001 Window	150.00	sqft	35.00 /sqft	<u>5,250</u>	
	Glass & Glazing				5,250	
9310.01	Flooring					
	1101 Gym 109	6,518.00	sqft	6.95 /sqft	45,300	
	1101 Gym 109 - Vinyl Base	300.00	sqft	1.25 /sqft	<u>375</u>	
	Flooring				45,675	
9510.01	Ceilings					
	01 Ceilings - Exposed	6,342.00	sqft	1.20 /sqft	<u>7,610</u>	
	Ceilings				7,610	
9512.00	Walls					
	1001 Interior Stud Walls (assume 10' tall)	1,660.00	sqft	10.15 /sqft	16,849	
	1001 Paint	3,320.00	sqft	0.90 /sqft	2,988	
	1001 Paint - Texture Coat	5,220.00	sqft	1.25 /sqft	6,525	
	1001 Paint - Slump Block Wall Interior	5,220.00	sqft	0.90 /sqft	<u>4,698</u>	
	Walls				31,060	
10170.01	Specialties					
	1001 Grab Bars	2.00	each	151.00 /each	302	
	1001 Toilet Tissue Dispenser	1.00	each	65.00 /each	65	
	1001 Soap Dispenser	1.00	each	72.00 /each	72	
	1001 Paper Towel Dispenser	1.00	each	285.00 /each	285	
	1001 Fire Extinguisher & Cabinet	1.00	each	285.00 /each	285	
	1001 Seat Cover Dispenser	1.00	each	120.00 /each	120	
	1001 Diaper Changing Table	1.00	each	450.00 /each	450	
	1001 Folding Shower Seat	1.00	each	375.00 /each	375	
	1001 Horizontal 2 way shower bar	1.00	each	125.00 /each	125	

Item	Description	Takeoff Qty		Unit Cost	Total	
					Amount	
	Specialties					2,079
10430.01	Signs					
	01 Wayfinding Signage	1,631.00	sqft	0.15 /sqft		245
	01 Code Required Signage	6,518.00	sqft	0.15 /sqft		978
	01 Exterior Signage Allowance	1.00	lsum	3,500.00 /lsum		3,500
	Signs					4,722
11480.00	Athletic Equipment					
sub	Basketball -- Forward Fold	4.00	each	6,500.00 /each		26,000
sub	Wall Pads	50.00	lnft	50.00 /lnft		2,500
sub	Volleyball Equipment	1.00	set	2,500.00 /set		2,500
sub	Pickleball Equipment	1.00	set	950.00 /set		950
	Athletic Equipment					31,950
15100.00	Fire Sprinkler System					
	10 Fire Sprinkler System	6,518.00	sqft	2.75 /sqft		17,925
	Fire Sprinkler System					17,925
15400.00	Plumbing					
	10 Sink	1.00	each	850.00 /each		850
	10 Mop Sink	1.00	each	961.00 /each		961
	10 Toilet	1.00	each	1,317.00 /each		1,317
	10 Electric Water Cooler	2.00	each	2,805.00 /each		5,610
	10 Local Rough In at Fixture	5.00	each	592.00 /each		2,960
	10 General Plumbing Equipment	66.00	sqft	5.00 /sqft		330
	10 Floor Drain	1.00	each	165.00 /each		165
	10 Rough In at Floor Drain	1.00	each	295.00 /each		295
	10 Waste / Vent	66.00	sqft	1.35 /sqft		89
	10 Domestic Water	6,518.00	sqft	0.60 /sqft		3,911
	10 Roof Drainage	6,518.00	sqft	0.35 /sqft		2,281
	10 Condensate Drainage	1.00	lsum	350.00 /lsum		350
	10 Natural Gas	66.00	sqft	0.70 /sqft		46
	10 Misc. Plumbing Scope	66.00	sqft	0.41 /sqft		27
	Plumbing					19,192
15650.00	HVAC					
	10 HVAC Equipment / Distribution	6,518.00	sqft	2.50 /sqft		16,295
	10 Air Distribution	6,518.00	sqft	0.50 /sqft		3,259
	10 Direct Digital Controls	6,518.00	sqft	0.40 /sqft		2,607
	10 Misc. HVAC Scope	6,518.00	sqft	0.25 /sqft		1,630
	HVAC					23,791
16001.00	Electrical					
	10 Service & Distribution	6,518.00	sqft	1.25 /sqft		8,148
	10 Mechanical Equipment Connections	6,518.00	sqft	0.90 /sqft		5,866
	10 Lighting & Lighting Controls	6,518.00	sqft	1.50 /sqft		9,777
	10 Convenience Power	6,518.00	sqft	0.45 /sqft		2,933
	10 Fire Alarm System	6,518.00	sqft	1.00 /sqft		6,518
	10 Information Technology Systems - Rough In / Reinstallation	6,518.00	sqft	0.25 /sqft		1,630
	10 AV System Rough In / Reinstallation	6,518.00	sqft	0.16 /sqft		1,043
	10 CATV System Rough In / Reinstallation	6,518.00	sqft	0.16 /sqft		1,043
	10 PA System Rough In / Reinstallation	6,518.00	sqft	0.16 /sqft		1,043
	10 Security / Access Control Rough In / Reinstallation	6,518.00	sqft	0.16 /sqft		1,043
	Electrical					39,043
	01.0-Gym Add					534,728

Item	Description	Takeoff Qty		Total	
				Unit Cost	Amount
2071.05	Prep.- Initial Cleanup				
10	Temporary Protection	1.00	each	3,500.00 /each	3,500
	Prep.- Initial Cleanup				3,500
2075.30	Rem Conc - Slab on Grade				
10	Remove Slab on Grade	698.00	sqft	1.20 /sqft	838
	Rem Conc - Slab on Grade				838
2079.90	Rem Trim-Cabinets				
10	Remove Millwork	33.00	lnft	10.25 /lnft	338
	Rem Trim-Cabinets				338
2084.05	Rem Door - And Frame				
10	Remove Door & Frame	12.00	each	36.75 /each	441
	Rem Door - And Frame				441
2084.51	Remove Toilet Accessory				
10	Remove Toilet Accessories	21.00	each	12.00 /each	252
	Remove Toilet Accessory				252
2087.75	Remove Misc. Equipment				
10	Remove Plumbing Fixtures	16.00	each	175.00 /each	2,800
10	Remove Light Fixtures	25.00	each	26.00 /each	650
10	Remove Misc Electrical Items	21.00	each	12.00 /each	252
10	Demo Electrical & Make Safe	1,631.00	sqft	0.75 /sqft	1,223
10	Misc Mechanical Demolition	1,631.00	sqft	0.65 /sqft	1,060
	Remove Misc. Equipment				5,985
2088.23	Rem Wall-GWB				
10	Remove Interior Walls (10' tall)	150.00	lnft	40.00 /lnft	6,000
	Rem Wall-GWB				6,000
2088.44	Rem Ceiling GWB/Framng				
10	Remove Ceilings	1,631.00	sqft	0.65 /sqft	1,060
	Rem Ceiling GWB/Framng				1,060
3178.42	Structural Concrete				
01	Slab On Grade - Patch	746.00	sqft	5.25 /sqft	3,917
	Structural Concrete				3,917
6123.00	Blocking - All Types				
sub1	Miscellaneous Blocking	1,631.00	sqft	0.75 /sqft	1,223
	Blocking - All Types				1,223
6220.01	Millwork				
1001	Lowes	14.00	lnft	320.00 /lnft	4,480
1001	Uppers	14.00	lnft	270.00 /lnft	3,780
1001	Reception Desk - Allowance	1.00	lsum	5,000.00 /lsum	5,000
	Millwork				13,260
7411.00	Roofing				
10	Roofing - Patch	1.00	lsum	650.00 /lsum	650
	Roofing				650
8391.10	Doors				
1001	Interior Door Leaf / Frame / Hardware	4.00	each	1,575.00 /each	6,300
	Doors				6,300
8520.01	Glass & Glazing				
1001	Storefront	59.00	sqft	55.00 /sqft	3,245

Item	Description	Takeoff Qty		Unit Cost	Total	
					Amount	
	Glass & Glazing					3,245
9310.01	Flooring					
	1101 Corridor 101	1,518.00	sqft	6.75 /sqft		10,247
	1101 Office 102	144.00	sqft	6.75 /sqft		972
	1101 Break Room 103	137.00	sqft	6.75 /sqft		925
	1101 Men's Room 104 / Shower 105	292.00	sqft	9.75 /sqft		2,847
	1101 Women's Restroom 106 / Shower 107	312.00	sqft	9.75 /sqft		3,042
	1101 Game Room 108	718.00	sqft	6.75 /sqft		4,847
	1101 Family Restroom 110	101.00	sqft	9.75 /sqft		985
	1101 Janitor 111	165.00	sqft	2.25 /sqft		371
	1101 Storage 112	260.00	sqft	2.25 /sqft		585
	1101 Fire Riser Room	65.00	sqft	2.25 /sqft		146
	1101 Vinyl Base	418.00	lnft	1.25 /lnft		523
	Flooring					25,489
9510.01	Ceilings					
	01 Corridor 101	1,371.00	sqft	1.85 /sqft		2,536
	01 Office 102	125.00	sqft	1.85 /sqft		231
	01 Break Room 103	120.00	sqft	1.85 /sqft		222
	01 Men's Room 104 / Shower 105	292.00	sqft	10.15 /sqft		2,964
	01 Women's Room 106 / Shower 107	312.00	sqft	10.15 /sqft		3,167
	01 Game Room 108	645.00	sqft	1.85 /sqft		1,193
	01 Family Restroom 110	101.00	sqft	10.15 /sqft		1,025
	01 Janitor 111	165.00	sqft	1.85 /sqft		305
	01 Storage 112	228.00	sqft	1.85 /sqft		422
	01 Fire Riser Room	65.00	sqft	1.75 /sqft		114
	Ceilings					12,179
9512.00	Walls					
	1001 Interior Stud Walls (assume 10' tall)	1,410.00	sqft	10.15 /sqft		14,312
	1001 Paint	2,820.00	sqft	0.90 /sqft		2,538
	Walls					16,850
10160.01	Toilet Partitions					
	01 Toilet Partitions	7.00	each	985.00 /each		6,895
	01 Urinal Partitions	3.00	each	475.00 /each		1,425
	Toilet Partitions					8,320
10170.01	Specialties					
	1001 Grab Bars	4.00	each	151.00 /each		604
	1001 Toilet Tissue Dispenser	7.00	each	65.00 /each		455
	1001 Soap Dispenser	3.00	each	72.00 /each		216
	1001 Paper Towel Dispenser	3.00	each	285.00 /each		855
	1001 Sanitary Napkin Disposal	4.00	each	150.00 /each		600
	1001 Sanitary Napkin Dispenser	1.00	each	375.00 /each		375
	1001 Seat Cover Dispenser	6.00	each	120.00 /each		720
	1001 Diaper Changing Table	2.00	each	450.00 /each		900
	1001 Folding Shower Seat	2.00	each	375.00 /each		750
	1001 Horizontal 2 way shower bar	2.00	each	125.00 /each		250
	Specialties					5,725
10430.01	Signs					
	01 Code Required Signage	1,631.00	sqft	0.15 /sqft		245
	Signs					245
15100.00	Fire Sprinkler System					
	10 Fire Sprinkler System - Revisions	19,275.00	sqft	2.00 /sqft		38,550
	Fire Sprinkler System					38,550
15400.00	Plumbing					
	10 Shower	3.00	each	880.00 /each		2,640
	10 Sink	5.00	each	850.00 /each		4,250

Item	Description	Takeoff Qty		Total	
				Unit Cost	Amount
15400.00	Plumbing				
10	Toilet	7.00	each	1,317.00 /each	9,219
10	Urinal	3.00	each	1,263.00 /each	3,789
10	Electric Water Cooler	2.00	each	2,805.00 /each	5,610
10	Local Rough In at Fixture	18.00	each	592.00 /each	10,656
10	General Plumbing Equipment	725.00	sqft	2.85 /sqft	2,066
10	Floor Drain	2.00	each	165.00 /each	330
10	Rough In at Floor Drain	2.00	each	295.00 /each	590
10	Waste / Vent	725.00	sqft	1.35 /sqft	979
10	Domestic Water	725.00	sqft	3.35 /sqft	2,429
10	Condensate Drainage	1.00	lsum	650.00 /lsum	650
10	Natural Gas	725.00	sqft	0.70 /sqft	508
10	Misc. Plumbing Scope	725.00	sqft	0.41 /sqft	295
	Plumbing				44,011
15650.00	HVAC				
10	HVAC Equipment / Distribution	1,631.00	sqft	3.25 /sqft	5,301
10	Air Distribution	1,631.00	sqft	0.85 /sqft	1,386
10	Direct Digital Controls	1,631.00	sqft	0.40 /sqft	652
10	Misc. HVAC Scope	1,631.00	sqft	0.25 /sqft	408
	HVAC				7,747
16001.00	Electrical				
10	Service & Distribution	1,631.00	sqft	1.25 /sqft	2,039
10	Mechanical Equipment Connections	1,631.00	sqft	0.90 /sqft	1,468
10	Lighting & Lighting Controls	1,631.00	sqft	4.25 /sqft	6,932
10	Convenience Power	1,631.00	sqft	0.35 /sqft	571
10	Fire Alarm System	1,631.00	sqft	1.00 /sqft	1,631
10	Information Technology Systems - Rough In / Reinstallation	1,631.00	sqft	0.20 /sqft	326
10	AV System Rough In / Reinstallation	1,631.00	sqft	0.20 /sqft	326
10	CATV System Rough In / Reinstallation	1,631.00	sqft	0.20 /sqft	326
10	PA System Rough In / Reinstallation	1,631.00	sqft	0.20 /sqft	326
10	Security / Access Control Rough In / Reinstallation	1,631.00	sqft	0.20 /sqft	326
	Electrical				14,271
	02.0-Interior				220,395
03.0-Adds					
2080.10	Rem Roof - Built Up				
10	Remove Built Up Roof	125.00	sqre	75.00 /sqre	9,375
	Rem Roof - Built Up				9,375
7411.00	Roofing				
10	Roofing - Existing Gym	12,448.00	sqft	6.05 /sqft	75,310
	Roofing				75,310
9512.00	Walls				
1001	Paint - Texture Coat - Existing Building	6,300.00	sqft	1.25 /sqft	7,875
	Walls				7,875
	03.0-Adds				92,560

Estimate Totals

Description	Amount	Totals	Rate
Labor			
Material	23,990		
Subcontract	808,394		
Equipment	15,300		
Other			
	847,684	847,684	
Contingency	84,768		10.000 %
	84,768	932,452	
General Conditions	74,596		8.000 %
	74,596	1,007,048	
Insurances	13,595		1.350 %
	13,595	1,020,643	
Building Permit Etc.		1,020,643	
Payment & Performance Bond	16,330		1.600 %
	16,330	1,036,973	
Fee	57,034		5.500 %
	57,034	1,094,007	
Sales Tax		1,094,007	
Total		1,094,007	134.250 /sqft



Veterans Park Recreation Center Renovation

Solicitation No: 2022-0678

February 7, 2023

Strategic Plan Goal:

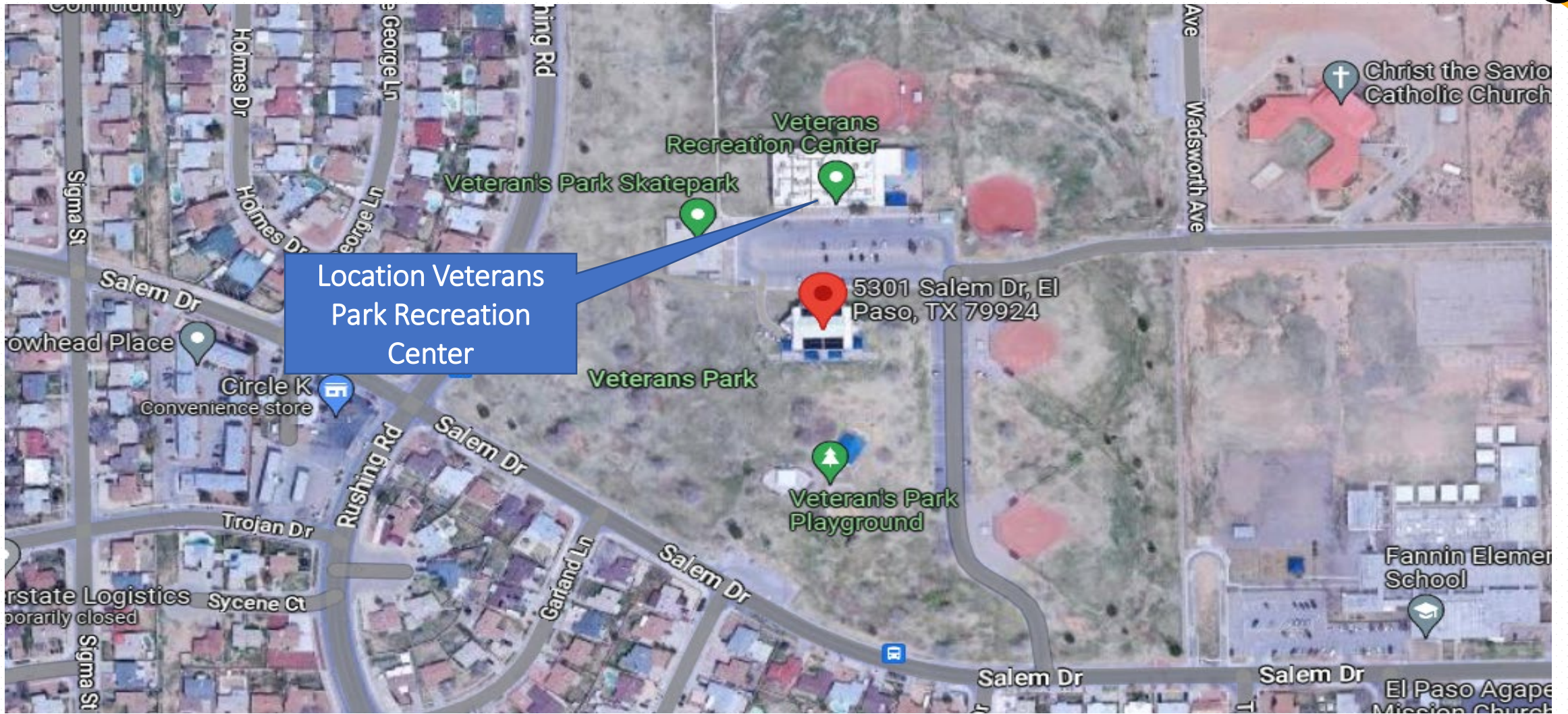
- 2) Set the standard for a safe and secure city
- 2.3) Increase public safety operational efficiency



Project Details

Location:	5301 Salem Dr.
District(s):	4
Construction Budget:	\$727,624.87
Funding Source:	2012 Quality of Life
Project Benefits:	Renovation of outdated recreation center will bring it up to current standards and will enhance staff moral and public experience
Background:	Based on approval of contract 2022-0678, any task orders exceeding Five Hundred Thousand Dollars (\$500,000) require Council approval. The task order for the Veterans Park Rec. Center Renovation exceeds \$500,000 and therefore requires Council approval.

Project Location



- 5301 Salem Dr.



Existing Conditions





5 Scope of Work

The Veterans Park Rec. Center renovation will consist of renovation with the amenities listed below:

- Restroom upgrades
- Reception desk upgrade
- Larger game room
- Interior improvements to include floor, walls, ceilings
- New surveillance system



Procurement Summary

- **Task #1K-1 under the Job Order Contracting & Facilities Construction Contract, 2022-0678**
- **Recommendation**
 - **To award the construction contract to Keystone Contractors & Engineers in the amount of \$727,624.87**
- **Construction Schedule**
 - **Start: April/ 2023**
 - **End: November/ 2023**



Mission

Deliver exceptional services to support a high quality of life and place for our community



Values

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople



Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

Misión

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

Valores

Integridad, **R**espeto, **E**xcelencia,
Responsabilidad, **P**ersonas

Visión

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño



Legislation Text

File #: 23-61, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Planning and Inspections, Philip F. Etiwe, (915) 212-1553

Planning and Inspections, Raul Garcia, (915) 212-1643

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance amending Title 15, (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.160 (Mobile Billboards) of the El Paso City Code to extend the current permitting pilot program by one year. The penalty is as provided for in Section 15.08.160 of the El Paso City Code. [POSTPONED FROM 01-31-2023]

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

AGENDA DATE: January 18, 2023
PUBLIC HEARING DATE: January 31, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Raul Garcia, (915) 212-1643

DISTRICT(S) AFFECTED: City-wide

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance amending Title 15, (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.160 (Mobile Billboards) of the El Paso City Code to extend the current permitting pilot program by one year. The penalty is as provided for in Section 15.08.160 of the El Paso City Code.

BACKGROUND / DISCUSSION:

Mobile billboards on city streets are currently regulated through issued special privilege permits via a pilot program that are set to expire February 15, 2023. This item will provide for a 1-year extension for this pilot program, the new expiration date will be February 15, 2024.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

—

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 15 (PUBLIC SERVICES), CHAPTER 15.08 (STREET RENTALS), SECTION 15.08.160 (MOBILE BILLBOARDS), TO EXTEND THE CURRENT PERMITTING PROGRAM BY ONE YEAR. THE PENALTY IS AS PROVIDED IN SECTION 15.08.160 OF THE EL PASO CITY CODE.

WHEREAS, the public right of way is primary for the passage of persons and goods; and

WHEREAS, the City has authority to allow for the use of a street for a private purpose provided that use does not interfere with the public use of the street and does not create a dangerous condition on the street; and

WHEREAS, the City finds that it is in the best interest of the public to regulate mobile billboards on city streets in order to ensure that the public use of the street is maintained and no dangerous conditions on the street are created; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

SECTION 1. That Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.160 (Mobile Billboards), Subsection C, of the El Paso City Code is amended to read as follows:

C. Permit. An Applicant who wants to operate a Mobile Billboard on the Public Right-of-Way shall apply for a Permit on an application form as required by the Director. The Director shall issue no more than three Permits to three Applicants that comply with requirements of this Section and any regulations adopted by the Director pursuant to this Section. The Director shall not issue a Permit to an Applicant that does not comply with the requirements of this section or any regulations adopted by the Director pursuant to this section. An Applicant is not eligible to apply for a permit for one year following a revocation of a permit under this Section. Unless terminated earlier as provided under this section, all permits issued under this section expire February 15, 2024. No Permit shall be issued to an Applicant owing ad valorem taxes to the City or who has defaulted on an agreement with the City within five years preceding the application for a Permit under this Section. Notwithstanding anything to the contrary, a Permit may only be issued to an Applicant who owns the Mobile Billboard for which the permit is requested. All application forms and documents under this section must be executed by the owner of the Mobile Billboard. Nothing in the section prohibits City Council from amending this Section to change the expiration date of all Permits.

(Signatures on Following Page)

ORDINANCE NO. _____

22-1007-3010 | 1219708
Mobile Billboard Ordinance Amendment
RTA

APPROVED this ____ day of _____, 2023.

THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell Abeln

Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe

Philip Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____
22-1007-3010 | 1219708
Mobile Billboard Ordinance Amendment
RTA

REDLINES

- C. Permit. An Applicant who wants to operate a Mobile Billboard on the Public Right-of-Way shall apply for a Permit on an application form as required by the Director. The Director shall issue no more than three Permits to three Applicants that comply with requirements of this Section and any regulations adopted by the Director pursuant to this Section. The Director shall not issue a Permit to an Applicant that does not comply with the requirements of this section or any regulations adopted by the Director pursuant to this section. An Applicant is not eligible to apply for a permit for one year following a revocation of a permit under this Section. Unless terminated earlier as provided under this section, all permits issued under this section expire ~~1 year after adoption regardless of the date such Permit is issued~~ **on February 15, 2024.** No Permit shall be issued to an Applicant owing ad valorem taxes to the City or who has defaulted on an agreement with the City within five years preceding the application for a Permit under this Section. Notwithstanding anything to the contrary, a Permit may only be issued to an Applicant who owns the Mobile Billboard for which the permit is requested. All application forms and documents under this section must be executed by the owner of the Mobile Billboard. Nothing in the section prohibits City Council from amending this Section to change the expiration date of all Permits.



MOBILE BILLBOARDS

City Council 2/7/2023

Strategic Goal 3.
Promote the Visual Image of
El Paso



MOBILE BILLBOARDS



Adopted February 15, 2022 (1-year pilot)

- Allows for up to 3 permits to be issued
 - Each company with an issued permit is allowed up to 3 mobile billboards
 - \$1500 yearly permit fee
- Permit is reviewed and issued administratively
- Pilot ends February 14th 2023

Current Status

- 2 of the 3 permits have been issued
- One company has 1 truck, the other company has 2 trucks—total of 3 mobile billboard trucks currently in operation
- Zero complaints received

Clark County, Nevada

January 2020: program adopted

- Only allowed on Las Vegas Strip

February 2020: program suspended

- 83 vehicles applied for registration in a limited area
- The county received complaints of unsafe driving of mobile billboard businesses



Mission

Deliver exceptional services to support a high quality of life and place for our community



Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



Values

Integrity, Respect, Excellence, Accountability, People



Legislation Text

File #: 23-189, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Communications and Public Affairs, Laura Cruz-Acosta, (915) 212-1061

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance of the City Council of the City of El Paso, Texas, ordering a Special Election for the submission of Charter Amendments to Section 3.1 to allow District Representatives to appoint and remove District Office Staff; 3.18 to allow City Council to authorize leases for 40 years or less by Resolution or Ordinance; Section 3.5A to allow Council to reschedule meetings for holidays and allow the Mayor to cancel a Council meeting if required due to Declared Emergency; Section 3.9B, 3.10B, and 6.1-12 to align to State law and update obsolete references; Section 3.11 to remove the requirement for a second petition in initiatives, and provide a procedure for citizens to Initiate City Ordinances; Section 6.1-4 to authorize the City to create a policy regarding membership on the Civil Service Commission to reflect the community and City Workforce; Section 6.7-1 and 6.8-1 to allow the City to establish more flexible policies in hiring employees; Section 6.13-11D to establish the City contribution to the Police and Fire Pension Fund of no less than 18% of the wages of the participants, and remove the limit on the City's contribution; Section 3.20B to change the reporting structure for the Chief Internal Auditor to report directly to City Council; such election to be held within the City, on May 6, 2023; making provisions for the conduct of the election; and authorizing a contract with El Paso County to furnish election services and equipment; providing for severability and setting an effective date.

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

DEPARTMENT: Communications and Public Affairs

AGENDA DATE: January 31, 2023

PUBLIC HEARING DATE: February 7, 2023

CONTACT PERSON NAME AND PHONE NUMBER: Laura Cruz-Acosta, (915) 212-1061

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 6 – Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: 6.8 – Support Transparent and Inclusive Government

SUBJECT:

An Ordinance of the City Council of the City of El Paso, Texas, ordering a Special Election for the submission of Charter Amendments to Section 3.1 to allow District Representatives to appoint and remove District Office Staff; 3.18 to allow City Council to authorize leases for 40 years or less by Resolution or Ordinance; Section 3.5A to allow Council to reschedule meetings for holidays and allow the Mayor to cancel a Council meeting if required due to Declared Emergency; Section 3.9B, 3.10B, and 6.1-12 to align to State law and update obsolete references; Section 3.11 to remove the requirement for a second petition in initiatives, and provide a procedure for citizens to Initiate City Ordinances; Section 6.1-4 to authorize the City to create a policy regarding membership on the Civil Service Commission to reflect the community and City Workforce; Section 6.7-1 and 6.8-1 to allow the City to establish more flexible policies in hiring employees; Section 6.13-11D to establish the City contribution to the Police and Fire Pension Fund of no less than 18% of the wages of the participants, and remove the limit on the City's contribution; Section 3.20B to change the reporting structure for the Chief Internal Auditor to report directly to City Council; such election to be held within the City, on May 6, 2023; making provisions for the conduct of the election; and authorizing a contract with El Paso County to furnish election services and equipment; providing for severability and setting an effective date.

BACKGROUND / DISCUSSION:

On January 18, 2022, City Council approved a Resolution creating the Ad Hoc Charter Advisory Committee with the purpose of reviewing proposed Charter amendments by a majority vote of the City Council. The Committee's final recommendations were presented on July 18, 2022. An Ordinance calling for the election was postponed for 12 weeks by Council on August 8, 2022 and deleted from the agenda on October 25, 2022. An overview presentation of the Charter Amendments took place on January 14, 2023, at which time the final amendments were approved. City Council is moving forward with changes to sections as listed in the ordinance.

PRIOR COUNCIL ACTION:

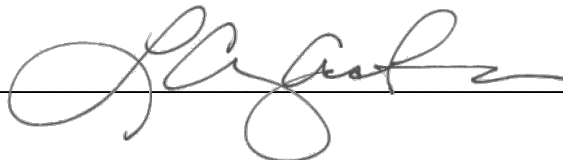
Last Ordinance ordering a Special Election to amend the charter was approved on July 10, 2018.

AMOUNT AND SOURCE OF FUNDING:

111-1000-11020-522030 Election Contracts

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

DEPARTMENT HEAD:



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS, ORDERING A SPECIAL ELECTION FOR THE SUBMISSION OF CHARTER AMENDMENTS TO SECTION 3.1 TO ALLOW DISTRICT REPRESENTATIVES TO APPOINT AND REMOVE DISTRICT OFFICE STAFF; 3.18 TO ALLOW CITY COUNCIL TO AUTHORIZE LEASES FOR 40 YEARS OR LESS BY RESOLUTION OR ORDINANCE; SECTION 3.5A TO ALLOW COUNCIL TO RESCHEDULE MEETINGS FOR HOLIDAYS AND ALLOW THE MAYOR TO CANCEL A COUNCIL MEETING IF REQUIRED DUE TO DECLARED EMERGENCY; SECTION 3.9B, 3.10B, AND 6.1-12 TO ALIGN TO STATE LAW AND UPDATE OBSOLETE REFERENCES; SECTION 3.11 TO REMOVE THE REQUIREMENT FOR A SECOND PETITION IN INITIATIVES, AND PROVIDE A PROCEDURE FOR CITIZENS TO INITIATE CITY ORDINANCES; SECTION 6.1-4 TO AUTHORIZE THE CITY TO CREATE A POLICY REGARDING MEMBERSHIP ON THE CIVIL SERVICE COMMISSION TO REFLECT THE COMMUNITY AND CITY WORKFORCE; SECTION 6.7-1 AND 6.8-1 TO ALLOW THE CITY TO ESTABLISH MORE FLEXIBLE POLICIES IN HIRING EMPLOYEES; SECTION 6.13-11D TO ESTABLISH THE CITY CONTRIBUTION TO THE POLICE AND FIRE PENSION FUND OF NO LESS THAN 18% OF THE WAGES OF THE PARTICIPANTS, AND REMOVE THE LIMIT ON THE CITY'S CONTRIBUTION; SECTION 3.20B TO CHANGE THE REPORTING STRUCTURE FOR THE CHIEF INTERNAL AUDITOR TO REPORT DIRECTLY TO CITY COUNCIL; SUCH ELECTION TO BE HELD WITHIN THE CITY, ON MAY 6, 2023; MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION; AND AUTHORIZING A CONTRACT WITH EL PASO COUNTY TO FURNISH ELECTION SERVICES AND EQUIPMENT; PROVIDING FOR SEVERABILITY AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City Council appointed a nine (9) member Ad Hoc Charter Advisory Committee in January 2022 to assist in the review and to make recommendations on potential charter amendments; and

WHEREAS, the Ad Hoc Charter Advisory Committee reviewed proposed Charter Amendments approved by a majority of the City Council and the Committee met from February 2022 through May 2022 to review the City Charter and in May 2022, the Committee finalized its report of its findings in writing, and presented its proposed amendments to the City Council; and

WHEREAS, the City Council has reviewed the proposed Amendments by the Committee, made amendments to such recommendations, and the City Council of the City of El Paso, Texas has determined it appropriate to submit the proposed amendments to the existing City Charter of the City of El Paso to the qualified voters of the City for their adoption or rejection thereof pursuant to Section 9.004(a) of the Texas Local Government Code; and

WHEREAS, Section 9.004(b) of the Texas Local Government Code requires that an ordinance be approved ordering said election to be held; and

WHEREAS, Section 41.001 of the Texas Election Code establishes May 6, 2023, as a uniform election date for the purposes of conducting an election; and

WHEREAS, pursuant to Texas Local Government Code Section 9.004(e), more than one amendment may be combined in one ballot proposition as long as the amendments contain only one subject; and

WHEREAS, pursuant to the Texas Local Government Code Section 9.004 a ballot for proposed charter amendments shall be prepared so that a voter may approve or disapprove any one or more amendments without having to approve or disapprove all of the amendments; and

WHEREAS, during public meetings held on August 2, 2022, on January 31, 2023 and a public hearing to be held on February 7, 2023, the City Council considered and approved for public vote, in the form of a ballot proposition, the following Charter amendments after considering recommendations by the 2022 Ad Hoc Charter Advisory Committee; and

WHEREAS, the City Council of the City of El Paso, Texas, hereby directs City staff to publish notice of the special charter election in a newspaper of general circulation in the City on the same day in each of two (2) successive weeks, the date of the first publication to be not less than fourteen (14) days prior to the date of the May 6, 2023 election, in compliance with Section 9.004(c) of the Texas Local Government Code and to carry out other requirements related to such election.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS:

SECTION 1 – CHARTER AMENDMENT ELECTION CALLED

The El Paso City Council does hereby order an election to submit to the voters of the City of El Paso proposed amendments to the City Charter, to be held on Saturday, May 6, 2023. That such election shall be held at the precincts and the polling places designated in Exhibit "A" or such other locations as may be designated prior to the election by the City Council, attached hereto and made a part hereof for all purposes, and said polling places shall open at 7 a.m. and remain open until 7 p.m. on the day of the election.

That at such election, the following amendments to the Charter of the City of El Paso ("Measures") shall be submitted to the qualified voters of the City and official ballots for the election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote for or against the proposed amendment, and with such ballot language ("Proposition") to be expressed substantially as follows:

CITY OF EL PASO MEASURE A

Text of Amendment

Amending Section 3.1 of the City Charter, relating to the creation; composition; powers and duties of City Council, to read in pertinent part as follows:

Section 3.1 – CREATION; COMPOSITION; POWERS AND DUTIES

There shall be a City Council consisting of District Representatives and the Mayor. The Council shall have legislative powers, and the power and duty to select, direct, and regularly evaluate the City Manager, as well as such other and specific powers and duties as may be provided by law or this Charter. Each Representative shall have the discretion and sole authority to appoint and remove district office staff.

City of El Paso Special Election for Charter Amendment **Ballot Proposition A**

Should section 3.1 of the City Charter, relating to creation, composition; powers and duties of Council be amended to allow City Council Representatives to appoint and remove district office staff?

YES ()

NO ()

CITY OF EL PASO MEASURE B

Text of Amendment

Amending Section 3.18 of the City Charter, relating to the use of ordinances, to read in pertinent part as follows:

Section 3.18 LEASE; FRANCHISE, AND CONVEYANCE.

The right of control, ownership and use of streets, alleys, parks and public places of the City is declared to be inalienable except as provided by ordinance passed by the Council and except for uses of less than thirty days which may have a separate approval process as established by ordinance.

Any authorization for the conveyance, lease, or grant of a franchise regarding the property of the City shall provide for payment to the City of a reasonable fee as consideration for that conveyance, lease, or franchise.

Any sale of City owned property in fee simple, franchise or lease for an initial term longer than forty years shall be approved by ordinance.

In addition, any authorization for a lease or franchise must provide that the City may revoke it if necessary to secure efficiency of public service at a reasonable rate, and must assure that the property is maintained in good condition throughout the life of the lease or franchise.

City of El Paso Special Election for Charter Amendment
Ballot Proposition B

Should section 3.18 of the City Charter relating to Leases, Franchises, and Conveyances be amended to authorize Council to lease City owned property for 40 years or less by Council resolution or ordinance?

YES ()

NO ()

CITY OF EL PASO MEASURE C

Text of Amendment

Amending Section 3.5 of the City Charter, relating to City Council Procedures and Rules, to read in pertinent part as follows:

Section 3.5 A CITY COUNCIL PROCEDURES AND RULES

Meetings. Regular meetings of the Council shall be held in Council chambers no less than once every other week at such times as may be prescribed by resolution, except that Council may reschedule meetings by resolution to allow for City holidays, but must have no less than two regular meetings per month. The Mayor may cancel a meeting if necessary due to a Federal, State or Local declared emergency.

City of El Paso Special Election for Charter Amendment
Ballot Proposition C

Should section 3.5A of the City Charter be amended to allow Council to reschedule meetings by resolution to allow for City holidays but shall hold no less than two regular meetings per month?

YES ()

NO ()

CITY OF EL PASO MEASURE D

Text of Amendment

Section 3.5 A CITY COUNCIL PROCEDURES AND RULES

Meetings. Regular meetings of the Council shall be held in Council chambers no less than once every other week at such times as may be prescribed by resolution, except that Council may reschedule meetings by resolution to allow for City holidays, but must have no less than two regular meetings per month. The Mayor may cancel a meeting if necessary due to a Federal, State or Local declared emergency.

City of El Paso Special Election for Charter Amendment **Ballot Proposition D**

Should section 3.5A of the City Charter be amended to allow the Mayor to cancel a meeting if necessary due to a Federal, State or Local declared emergency?

YES ()

NO ()

CITY OF EL PASO MEASURE E

Text of Amendment

Amending Sections 3.9B relating to Ordinances, 3.10B relating to emergency ordinances, 6.1-12 relating to civil service hearing officers to read in pertinent part as follows:

Section 3.9 ORDINANCES IN GENERAL.

B. Legislative Procedure. Except as provided in Section 3.13, an ordinance may be introduced by any Council member at any meeting of the Council. A proposed ordinance must be filed with the City Clerk in sufficient time for inclusion on the agenda for the Council meeting at which it is to be introduced. Upon such filing the City Clerk shall distribute copies to each member of the Council and to the City Manager. No ordinance shall be adopted finally except at a regular open meeting of the Council following notice, publication, and a public hearing. The notice shall contain:

1. The proposed ordinance or a brief summary thereof;
2. The places where copies of it have been filed and the times when they are available for public examination; and
3. The time and place for the public hearing. The notice shall be published by any contemporary means of information sharing, including but not limited to publication in a newspaper of general circulation in the City or placement on a website at least five days prior to the public hearing. The hearing may be held by a designated Council committee or the Council separately or in connection with any Council meeting and

may be adjourned to a specified time. All interested persons present shall have an opportunity to be heard. As soon as practicable after adoption of any ordinance, the City Clerk shall publish it again, with notice of its adoption, in abstract form, by any contemporary means of information sharing. These abstracts must state, at a minimum, the purpose of the ordinance and, where penal, the penalty provided. In any event, the publication must be written so as to be understood by an average person.

Section 3.10B EMERGENCY ORDINANCES.

Procedures. An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it may be introduced on one-hour public notice, and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing the emergency in clear and specific terms. An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced, but the unanimous vote of the Council members present shall be required for adoption.

Section 6.1-12 HEARING OFFICERS.

The Commission will appoint one or more compensated hearing officers to hear appeals made under Section 6.13-4. The need for hearing officers in excess of one shall be determined jointly by the Commission and the City Manager. Hearing officers will perform those duties and functions necessary to render a recommendation to the Commission on the matter in dispute.

The hearing officers will serve at the Commission's pleasure, and will be procured through the City's procurement process.

City of El Paso Special Election for Charter Amendment **Ballot Proposition E**

Shall Sections 3.9B, 3.10B, 6.1-12 of the City Charter be amended to eliminate provisions which have become inoperative because they have been superseded by state law; replace obsolete references and update terminology to current legal usage?

YES ()

NO ()

CITY OF EL PASO MEASURE F

Text of Amendment

Amending Section 3.11 of the City Charter, relating to Initiatives to read in pertinent part as follows:

Section 3.11 INITIATIVE.

Any registered voter or group of registered voters, referred to in this section as the committee, may initiate an ordinance that complies with federal, state and local law by filing with the City Clerk a statement that they intend to circulate a petition, however no ordinance may be initiated through this process appropriating or allocating City funds, zoning or rezoning, levy of taxes, setting utility rates, purchase or sale of an interest in real property or granting a franchise. Such statement must include the names and addresses of the committee members, the full text of the proposed ordinance, and the designated lead committee member.

The City Clerk shall place the proposed Ordinance on the City Council Agenda for introduction within thirty calendar days after receiving the statement, followed by a public hearing at the second reading. If City Council fails to adopt the ordinance, or adopts it with amendments, the City Clerk will notify the committee through the lead committee member.

If the committee still wishes to seek adoption of the ordinance after Council fails to adopt, or does not agree to Council's amendments, it will then have 180 calendar days after notice from the City Clerk to complete the petition by gathering signatures in the form required by state law, including but not limited to original signature, printed name, residence address and date of birth or voter registration of a number of registered voters equal to at least five percent of the voters who voted in the last general City election, or 10,000, whichever number is smaller. The petition must set forth the precise content of the ordinance desired by the petitioners.

The City Clerk shall review the petition without delay, but no more than 60 City Clerk office working days, to verify if it meets all requirements, and if authenticated with the required number of signatures, must place that ordinance on the agenda of a Council meeting to be held within thirty working days of the authentication by the City Clerk, of the petition bearing the authenticated names and addresses of the petitioners. Such an item shall be treated by the Council exactly as any other proposed ordinance.

If Council does not adopt, or adopts the proposed ordinance in an amended form, the City Council thereafter must place the proposed ordinance on the ballot at a uniform election no later than the next citywide general election specified in State law meeting all deadlines. If the proposal receives the favorable vote of a majority of those voting in that election it shall thereupon become a City ordinance. Initiative ordinances adopted or approved by the electors shall be published and may be amended or repealed by the Council, as in the case of other ordinances; provided, however, that no ordinance adopted at the polls under an initiative may be amended or repealed by the Council within one year of adoption.

The Council is not obliged to consider the same ordinance initiated by petition, or one that is substantially the same, more often than once in: two years.

City of El Paso Special Election for Charter Amendment **Ballot Proposition F**

Should section 3.11 relating to the initiative petition of the City Charter be amended to remove the requirement for a second petition, and institute a process for the public to initiate a City ordinance, and to clarify that no ordinance may be initiated through this process appropriating or allocating City funds, zoning or rezoning, levy of taxes, setting utility rates, purchase or sale of an interest in real property, or granting a franchise?

YES ()

NO ()

CITY OF EL PASO MEASURE G

Text of Amendment

Amending Section 6.1-4 of the City Charter, relating to Civil Service qualifications to read in pertinent part as follows:

Section 6.1-4 QUALIFICATIONS.

Members of the Commission must be residents of the City at the time of their appointment and remain a resident of the City throughout their term of office. No Commissioner shall be related in any manner described in Article III, Section 3.3 B to any employee of the City, the Public Service Board, or any entity that has a contract with the City to operate or manage any City facility or department, nor hold any salaried public office or other employment compensated by the City, and any violation of this provision shall be deemed malfeasance in office and cause for removal therefrom. The City should adopt rules that reflect the diversity of the community and City workforce. No more than three Commissioners may be former city employees, and any such Commissioners are not eligible for appointment until two years following separation from the City. Any commissioner may be either actively employed or retired.

City of El Paso Special Election for Charter Amendment **Ballot Proposition G**

Should 6.1-4 of the City Charter be amended to change the qualifications requirements for Civil Service Commissioners to allow for appointment of Commissioners that reflect the diversity of the community and City workforce?

YES ()

NO ()

CITY OF EL PASO MEASURE H

Text of Amendment

Amending Section 6.7-1 and 6.8-1 of the City Charter, relating to penalty for deceit in examinations, examinations and eligibility to read in pertinent part as follows:

Section 6.7-1

(Reserved.)

Section 6.8-1 EXAMINATION AND ELIGIBILITY

The Human Resources Director shall establish administrative policies and procedures for the promotion process, and eligibility, consistent with the provisions of this Article and all applicable federal and state employment laws.

City of El Paso Special Election for Charter Amendment **Ballot Proposition H**

Should Section 6.7-1 be deleted and 6.8-1 relating to Examinations of the City Charter be amended to remove the requirement for examinations and allow the City to establish Civil Service Rules, policies and procedures for the promotion of City employees?

YES ()

NO ()

CITY OF EL PASO MEASURE I

Text of Amendment

Amending Section 6.13-11D of the City Charter, relating to pensions plans to read in pertinent part as follows:

Section 6.13-11D PENSION PLANS.

Firemen and Policemen Pension Fund of El Paso. The City shall continue to augment the Firemen and Policemen Pension Fund of El Paso in a manner consistent with the laws of Texas. To augment the Firemen and Policemen Pension Fund, the Council shall in each fiscal year beginning after May 2023, appropriate no less than eighteen percent of the total amount expended for wages of the participants, and may increase this contribution rate as allowed by the relevant state law requirements based on a qualified actuary's report; provided, however, that in the event age limits for participation in the pension fund, or any division of the fund, are increased as permitted by law and the raising of the age limits causes an increase in funding costs as determined by an actuary, the City shall appropriate an amount equal to such cost increase notwithstanding that such increased appropriation may exceed the otherwise determined percent of the total amount expended for wages of the participants. Notwithstanding the foregoing, if the City elects to pick up participant contributions to the Firemen and Policemen Pension Fund of El Paso under Section 414(h) of the Internal Revenue Code of 1986, as amended (the "Code"), then the participant contributions picked up by the City shall be derived from a corresponding reduction in participant cash salaries and treated as a contribution by the City solely for determining tax treatment of such contributions under the Code. The picked up contributions by the City shall not be considered a contribution or required contribution by the City for any other purpose, including the limitations for the total amount expended for salaries of the participants designated in this Section 6.13-11.D. Notwithstanding the foregoing, the City shall have the authority to contract with the Firemen and Policemen Pension Fund to make a one-time contribution (either in lump sum or installments) to the Firemen and Policemen Pension

Fund solely for an underfunded liability as of December 31, 2003 or the date of contribution, under such conditions as the City in its sole discretion may require and provided that (a) such authority, action and/or contribution complies with the Firemen and Policemen Pension Fund plan documents and all applicable statutes, laws, rules and regulations, and (b) a binding written agreement between the City and the Firemen and Policemen Pension Fund has been reached regarding (i) the amount of such under-funded liability, if any, (ii) the amount to be contributed by the City for such under-funded liability, and (iii) procedures (including, if necessary, amendments to the Firemen and Policemen Pension Fund plan documents) for managing the Firemen and Policemen Pension Fund on a going forward basis.

City of El Paso Special Election for Charter Amendment
Ballot Proposition I

Should section 6.13-11D relating to the police and fire pension fund be amended to establish that the City of El Paso shall contribute to the El Paso Policemen and Firemen Pension Fund no less than eighteen percent of the total amount expended for wages of the participants, and any increase to the contribution rate shall be as allowed by state law?

YES ()

NO ()

CITY OF EL PASO MEASURE J

Text of Amendment

Amending Section 3.20B of the City Charter, relating to the Chief Internal Auditor to read in pertinent part as follows:

Section 3.20B Internal Audit Function

1. The Council shall establish and create an internal audit function to ensure that appropriate internal audits will be performed in accordance with professionally recognized auditing standards of the operations of all City departments, offices, agencies and programs.
2. The function shall be staffed by a Chief Internal Auditor and such other appropriate positions as are authorized by the Council who shall report to the Chief Internal Auditor. City employees in such positions shall be protected by the Civil Service System rights and processes that are afforded to classified employees, even if considered unclassified by other sections of this Charter or the City's Civil Service System.
3. Consistent with the provisions of this Charter, the Council shall by ordinance or resolution provide for the powers and duties of the Chief Internal Auditor as needed for the performance of the function.
4. The Financial and Audit Oversight Committee shall maintain legislative oversight over the internal audit function as provided in Section 3.6 B.

5. On and after the effective date of this amendment, the Chief Internal Auditor shall be appointed and removed by, and report to the Council. The City Manager shall maintain operational oversight over the internal audit function and be responsible for the implementation of any audit recommendations for changes to City administrative procedures and operations as requested by the Council.

City of El Paso Special Election for Charter Amendment **Ballot Proposition J**

Should Section 3.20B of the El Paso City Charter be amended to change the reporting structure of the Chief Internal Auditor so the position reports directly to City Council, and to provide Civil Service protections to employees in positions that report to the Chief Internal Auditor.

SECTION 2 – BALLOTS

The official ballots for said election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote "YES" or "NO" on the proposition, with the ballots to contain such provisions, markings and language as required by law, and with the proposition to be expressed substantially as set forth in section 1, above.

SECTION 3 – EARLY VOTING CLERK

Lisa Wise, El Paso County Elections Administrator, 500 E. San Antonio, Suite 314, El Paso, Texas, 79901, is hereby appointed as Early Voting Clerk. Applications for ballot by mail must be **received** no later than the close of business on April 25, 2023, sent to this address.

SECTION 4 – EARLY VOTING

Early voting by personal appearance shall be conducted at the El Paso County Courthouse, located at 500 E. San Antonio, El Paso, Texas 79901. In addition, early voting may also occur at such early voting polling places as are designated herein or otherwise designated by the El Paso County Elections Administrator and posted at City Hall by the City Clerk. The locations and hours for early voting by personal appearance shall be authorized for such election as set forth in Exhibit "A," which may be amended.

In addition, mobile voting stations may be authorized and used for early voting at publicly owned buildings in the City as established by the El Paso County Elections Administrator. The City Clerk is authorized to make corrections or revisions to the list of these mobile stations, including the respective hours for early voting by personal appearance at these stations. The City Clerk is further authorized to make corrections or revisions to the list of early voting stations as set forth above, including the respective hours for early voting by personal appearance at these stations, and revise and correct all election notices regarding the early voting locations and the mobile voting stations, and the dates and times for such voting.

For purposes of processing ballots cast in early voting, the election officers for the Early Voting Ballot Board shall be appointed and designated in accordance with the provisions of the election agreement with El Paso County.

SECTION 5 – NOTICE OF ELECTION

The City Clerk shall give notice of such election by posting a notice of such election in English and Spanish in the Office of the City Clerk as provided by law and by publishing a copy of said notice in both English and Spanish in a newspaper in the City as required by law. Additionally, in accordance with Section 9.004(c) of the Local Government Code, notice shall be published in a newspaper of general circulation in El Paso on the same day, in each of two consecutive weeks, with the first publication occurring on or before the 14th day before election day. The notice shall contain a substantial copy of the proposed amendment.

The City Clerk shall deliver notice of this election to the County Clerk and voter registrar of El Paso County no later than Tuesday, March 7, 2023, or as otherwise required by law.

SECTION 6 – ELECTION SERVICES CONTRACT AND PROCEDURAL MATTERS

The City Manager is hereby authorized to execute the necessary contract(s) and agreements, joint or otherwise, with the El Paso County Elections Administrator, or any other public entity, for the purpose of having El Paso County furnish all or any portion of the election services and equipment needed by the City Clerk to conduct the election. The contract document and election services provided therein shall conform to Chapter 31, Subchapter D, of the Texas Election Code and all other applicable statutes and laws.

The election services contract with the County shall provide (a) the type of electronic voting equipment to be used for early voting by personal appearance and on election day, (b) notification and training for election judges and clerks, (c) an estimate and final payment terms for the election services provided, (d) agreements for early voting equipment and voting machine rental, and (e) other procedures necessary to conduct the election.

Matters contained in this ordinance relating to discretionary, procedural matters may be amended by approval of the City Manager, and procedural matters not established by this ordinance will be established by resolution of City Council.

SECTION 7 – VOTING MACHINES AND ELECTION RESULTS

Voting machines used for the conduct of the election, shall be procured, maintained, operated, sealed and the votes therefrom tabulated pursuant to procedures established and authorized by the laws of the State of Texas.

The results of the election shall be certified, canvassed, and returned in the form and manner prescribed by law.

SECTION 8 – OTHER ACTION AND COMPLIANCE WITH APPLICABLE LAWS

The City Manager and City Clerk, in consultation with the City Attorney, are hereby authorized and directed to take any additional action necessary to comply with provisions of the Texas Election Code or other state and federal statutes and constitutions in carrying out the conduct of the election, whether or not expressly authorized herein.

SECTION 9 – SEVERABILITY

That should any part, section, subsection, paragraph, sentence, clause or phrase contained in this ordinance be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this ordinance, but in all respects said remaining portion shall be and remain in full force and effect.

SECTION 10 – EFFECTIVE DATE

This Ordinance shall be in force and effect from and after the date of its adoption, and it is so ordained.

APPROVED this ____ day of February, 2023.

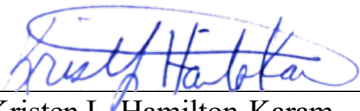
CITY OF EL PASO

Oscar Leeson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Kristen L. Hamilton-Karam
Senior Assistant City Attorney

EXHIBIT A

May 2023 Uniform Election

#govoteep



EARLY VOTING PERIOD: April 24 - May 2

EARLY VOTING LOCATIONS

(Main Early Voting Location)		Monday, Apr. 24 - Friday, Apr. 28	8am - 5pm
1. Enrique Moreno County Courthouse	500 E. San Antonio Ave. 79901	Saturday, Apr. 29 - Sunday, Apr.30	12pm - 5pm
Third Floor, Back Lobby		Monday, May 1 - Tuesday, May 2	8am - 5pm
2. Arlington Park Shelter	10350 Pasadena Cir.79924	Monday, Apr. 24 - Friday, Apr. 28	9am - 6pm
T.B.A.		Saturday, Apr. 29 - Sunday, Apr.30	12pm - 5pm
		Monday, May 1 - Tuesday, May 2	9am - 6pm
3. Bassett Place	6101 Gateway West 79925	Monday, Apr. 24 - Friday, Apr. 28	10am - 7pm
T.B.A.		Saturday, Apr. 29 - Sunday, Apr.30	12pm - 5pm
		Monday, May 1 - Tuesday, May 2	10am - 7pm
4. Bowling Family YMCA	5509 Will Ruth Ave. 79924	Monday, Apr. 24 - Friday, Apr. 28	9am - 6pm
T.B.A.		Saturday, Apr. 29 - Sunday, Apr.30	12pm - 5pm
		Monday, May 1 - Tuesday, May 2	9am - 6pm
5. Canutillo ISD Administration Facility	7965 Artcraft Rd. 79932	Monday, Apr. 24 - Friday, Apr. 28	8am - 5pm
T.B.A.		Saturday, Apr. 29 - Sunday, Apr.30	12pm - 5pm
		Monday, May 1 - Tuesday, May 2	8am - 5pm
6. Chayo Apodaca Community Center	341 N. Moon Rd. 79927	Monday, Apr. 24 - Friday, Apr. 28	9am - 6pm
T.B.A.		Saturday, Apr. 29 - Sunday, Apr.30	12pm - 5pm
		Monday, May 1 - Tuesday, May 2	9am - 6pm

Note: Early Voting Locations, dates, and times are subject to change at any time. Any registered voter may vote at any Early Voting Location. Click on an address for a street view via Google Maps or click on a location name to view a picture to that specific site. For more information visit epcountylvotes.com or call (915) 546-2154.

EXHIBIT A

EARLY VOTING PERIOD: April 24 - May 2

EARLY VOTING LOCATIONS

7. Clint ISD Early College Academy T.B.A.	13100 Alameda Ave. 79836	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm
8. Commissioner's Corner T.B.A.	10700 Montana Ave. 79936	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
9. Eastlake High School T.B.A.	13000 Emeral Pass Ave. 79928	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm
10. El Paso County Coliseum T.B.A.	4100 E. Paisano Dr. 79905	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
11. El Paso County Eastside Annex T.B.A.	2350 George Dieter Dr. 79936	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 6pm 12pm - 5pm 8am - 6pm
12. El Paso County Northwest Annex T.B.A.	435 Vinton Rd. 79821	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 6pm 12pm - 5pm 8am - 6pm
13. El Paso County Self-Help Center T.B.A.	15371 Kentwood Ave. 79928	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	10am - 7pm 12pm - 5pm 10am - 7pm
14. EPCC Administrative Services Center T.B.A.	9050 Viscount Blvd. 79925	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm

Note: Early Voting Locations, dates, and times are subject to change at any time. Any registered voter may vote at any Early Voting Location. Click on an address for a street view via Google Maps or click on a location name to view a picture to that specific site. For more information visit epcountylvotes.com or call (915) 546-2154.

EXHIBIT A

EARLY VOTING PERIOD: April 24 - May 2

EARLY VOTING LOCATIONS

15. <u>Esperanza Acosta Moreno Library</u> T.B.A.	<u>12480 Pebble Hills Blvd. 79938</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	10am - 7pm 12pm - 5pm 10am - 7pm
16. <u>Gary Del Palacio Recreation Center</u> T.B.A.	<u>3001 Parkwood St. 79925</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
17. <u>Gonzalez Place</u> T.B.A.	<u>4101 Rich Beem Blvd. 79938</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm
18. <u>Marty Robbins Recreation Center</u> T.B.A.	<u>11620 Vista Del Sol Dr. 79936</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
19. <u>Medano Heights</u> T.B.A.	<u>7801 Medano Dr, 79912</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	10am - 7pm 12pm - 5pm 10am - 7pm
20. <u>Mountain View-Rae Gilmore Recreation Center</u> T.B.A.	<u>8501 Diana Dr. 79904</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	10am - 7pm 12pm - 5pm 10am - 6pm
21. <u>Nations Tobin Sports Center</u> T.B.A.	<u>8831 Railroad Dr. 79904</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
22. <u>Officer David Ortiz Recreation Center</u> T.B.A.	<u>563 N. Carolina Dr. 79915</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm

Note: Early Voting Locations, dates, and times are subject to change at any time. Any registered voter may vote at any Early Voting Location. Click on an address for a street view via Google Maps or click on a location name to view a picture to that specific site. For more information visit epcountyvotes.com or call (915) 546-2154.

EXHIBIT A

EARLY VOTING PERIOD: April 24 - May 2

EARLY VOTING LOCATIONS

23. <u>Oz Glaze Senior Center</u> T.B.A.	<u>13969 Veny Webb St. 79928</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	10am - 7pm 12pm - 5pm 10am - 7pm
24. <u>Pebble Hills High School</u> T.B.A.	<u>14400 Pebble Hills Blvd. 79938</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm
25. <u>Rogelio Sanchez Center</u> T.B.A.	<u>1331 N. Fabens St. 79838</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
26. <u>San Elizario Fire Rescue</u> T.B.A.	<u>1415 San Antonio St. 79849</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm
27. <u>South El Paso Senior Community Center</u> T.B.A.	<u>600 S. Ochoa St. 79901</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm
28. <u>Sunland Park Mall</u> T.B.A.	<u>750 Sunland Park Dr. 79912</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
29. <u>UTEP - Union Building East</u> T.B.A.	<u>351 W. University Ave. 79968</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm
30. <u>Wellington Chew Senior Center</u> T.B.A.	<u>4430 Maxwell Ave. 79904</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm

Note: Early Voting Locations, dates, and times are subject to change at any time. Any registered voter may vote at any Early Voting Location. Click on an address for a street view via Google Maps or click on a location name to view a picture to that specific site. For more information visit epcountylvotes.com or call (915) 546-2154.

EXHIBIT A

EARLY VOTING PERIOD: April 24 - May 2

EARLY VOTING LOCATIONS

31. <u>W.E. Neill Community Center</u> T.B.A.	19210 Cobb Ave. 79853	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm
32. <u>Ysleta Community Learning Center</u> T.B.A.	121 Padres Dr. 79907	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
33. <u>YWCA - West</u> T.B.A.	313 Bartlett Dr. 79912	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 6pm 12pm - 5pm 8am - 6pm

Note: Early Voting Locations, dates, and times are subject to change at any time. Any registered voter may vote at any Early Voting Location. Click on an address for a street view via Google Maps or click on a location name to view a picture to that specific site. For more information visit epcountyvotes.com or call (915) 546-2154.

May 2023 Uniform Election

Elección Uniforme de Mayo de 2023



Election Day: Saturday, May 6, 2023

Día de Elección: Sábado, 6 de Mayo de 2023

7:00 a.m. - 7:00 p.m.

You can now vote at any Vote Center on Election Day.

Ahora puede votar en cualquier Centro de Votación el Día de la Elección.

Vote Center	Address
Centro de Votación	Dirección
Anthony Town Hall	401 Wildcat Dr. 79821
El Paso County Northwest Annex	435 E. Vinton Rd. 79821
Canutillo Middle School	7311 Bosque Rd. 79835
Canutillo Elementary School	651 Canutillo Ave. 79835
Clint ISD Early College Academy	13100 Alameda Ave. 79836
Rio Valle Woman's Club	521 Mike Maros St. 79838
San Elizario Fire Rescue	1415 San Antonio St. 79849
W.E. Neill Community Center	19210 Cobb Ave. 79853
Enrique Moreno County Courthouse	500 E. San Antonio Ave. 79901
South El Paso Senior Citizens Center	600 S. Ochoa St. 79901
El Paso Community College-Rio Grande Campus	906 El Paso St. 79902
Fire Station #3	721 E. Rio Grande Ave. 79902
Lamar Elementary School	1440 E. Cliff Dr. 79902
Mesita Elementary School	3307 N. Stanton St. 79902
El Paso Tennis Club	2510 N. St. Vrain St. 79902
UTEP - Union Building East	351 W. University Ave. 79968
Fire Station #7	3200 Pershing Dr. 79903

Vote Center Centro de Votación	Address Dirección
Cross of Grace Church	4700 Leeds Ave. 79903
Safety and Health Outreach Center	5415 Trowbridge Dr. 79903
Magoffin Middle School	4931 Hercules Ave. 79904
Nations Tobin Sports Center	8831 Railroad Dr. 79904
Logan Elementary School	3200 Ellerthorpe Ave. 79904
Park Elementary School	3601 Edgar Park Ave. 79904
Fire Station #16	3828 Hercules Ave. 79904
Bowie High School	801 S. San Marcial St. 79905
El Paso County Coliseum	4100 E. Paisano Dr. 79905
Hawkins Elementary School	5816 Stephenson Ave. 79905
Dr. Josefina Villamil Tinajero Pk-8 School	301 Lisbon St. 79905
**Formerly Henderson School	
El Paso County Ascarate Annex	301 Manny Martinez Dr. 79905
Loma Terrace Elementary School	8200 Ryland Dr. 79907
YWCA-Lower Valley	115 Davis Dr. 79907
Ysleta Community Learning Center	121 Padres Dr. 79907
Lancaster Elementary School	9230 Elgin Dr. 79907
Alicia R. Chacon International School	920 Burgundy Dr. 79907
**Formerly LeBarron Park Elementary School	
Congressman Silvestre & Carolina Reyes School	7440 Northern Pass Dr. 79911
Sunland Park Mall	750 Sunland Park Dr. 79912
Brown Middle School	7820 Helen of Troy Dr. 79912
Medano Heights	7801 Medano Dr. 79912
Tippin Elementary School	6541 Bear Ridge Dr. 79912
Fire Station #27	6767 Ojo De Agua Dr. 79912
Rosa Guerrero Elementary School	7530 Lakehurst Rd. 79912
YWCA - West	313 Bartlett Dr. 79912
Carlos Rivera Elementary School	6445 Escondido Dr. 79912
Western Hills U.M.C.-Stewart Family Life Center A	524 Thunderbird Dr. 79912
Dr. Green Elementary School	5430 Buckley Dr. 79912
Putnam Elementary School	6508 Fiesta Dr. 79912
Polk Elementary School	940 Belvidere St. 79912

Vote Center Centro de Votación	Address Dirección
El Paso Community College-Valle Verde	919 Hunter Dr. 79915
Del Norte Heights Elementary School	1800 Winslow Rd. 79915
Ramona Elementary School	351 Nichols Rd. 79915
Riverside High School	301 Midway Dr. 79915
Ysleta Pre-K Center	7940 Craddock Ave. 79915
Bel Air Middle School	7909 Ranchland Dr. 79915
Officer David Ortiz Recreation Center	563 N. Carolina Dr. 79915
Transition To Life Career Center	7988 Alameda Ave. 79915
Fire Station #15	115 Shorty Ln. 79922
Zach White Elementary School	4256 Roxbury Dr. 79922
Desertaire Elementary School	6301 Tiger Eye Dr. 79924
Bowling Family YMCA	5509 Will Ruth Ave. 79924
Dr. Joseph E. Torres Elementary School	10700 Rushing Rd. 79924
**Formerly Bradley Elementary School	
H.E. Charles Middle School	4909 Trojan Dr. 79924
Newman Elementary School	10275 Alcan St. 79924
Parkland High School	5932 Quail Ave. 79924
Whitaker Elementary School	4700 Rutherford Dr. 79924
Coach Archie Duran Elementary School	5249 Bastille Ave. 79924
**Formerly Dowell Elementary School	
Fire Station #20	8301 Edgemere Blvd. 79925
Cielo Vista Elementary School	9000 Basil Ct. 79925
Edgemere Elementary School	10300 Edgemere Blvd. 79925
Eastwood High School	2430 McRae Blvd. 79925
YISD Central Office	9600 Sims Dr. 79925
Eastwood Heights Elementary School	10530 Janway Dr. 79925
Gary Del Palacio Recreation Center	3001 Parkwood St. 79925
Ross Middle School	6101 Hughey Cir. 79925
Bassett Place	6101 Gateway West 79925
Western Technical College	9624 Plaza Cir. 79927
El Paso Community College-Mission Del Paso	10700 Gateway Blvd E. 79927
H.D. Hilley Elementary School	693 N. Rio. Vista Rd. 79927

Vote Center Centro de Votación	Address Dirección
Chayo Apodaca Community Center	341 N. Moon Rd. 79927
Robert R. Rojas Elementary School	500 Bauman Rd. 79927
Escontrias Elementary School	205 Buford Rd. 79927
Campestre Elementary School	11399 Socorro Rd. 79927
KEYS Academy	12380 Pine Springs Dr. 79928
Desert Hills Elementary School	300 N. Kenazo Dr. 79928
Desert Wind K-8 School	1100 Colina De Paz Dr. 79928
Horizon Heights Elementary School	13601 Ryderwood Ave. 79928
Dr. Sue A Shook Elementary School	13777 Paseo Del Este Blvd. 79928
Eastlake High School	13000 Emerald Pass Ave. 79928
El Paso Self-Help Center	15371 Kentwood Ave. 79928
Carroll T. Welch Elementary School	14510 Mc Mahon Ave. 79928
Center for Career and Technology Education	1170 N. Walnut St. 79930
Travis Elementary School	5000 N. Stevens St. 79930
Paul C. Moreno Elementary School	2300 San Diego Ave. 79930
Memorial Park Senior Citizen Center	1800 Byron St. 79930
Austin High School	3500 Memphis Ave. 79930
Fire Station #2	111 E. Borderland Rd. 79932
Community Connections Center	5300 Warriors Dr. 79932
Dr. Nixon Elementary School	11141 Loma Roja Dr. 79934
Fred & Maria Loya Family YMCA	2044 Trawood Dr. 79935
Pebble Hills Elementary School	11145 Edgemere Blvd. 79936
El Paso County Eastside Annex	2350 George Dieter Dr. 79936
Hanks High School	2001 Lee Trevino Dr. 79936
Tierra Del Sol Elementary School	1832 Tommy Aaron Dr. 79936
Hanks Middle School	11201 Pebble Hills Blvd. 79936
**Indian Ridge Middle School	
ESC Region 19 Head Start Multipurpose Center	11670 Chito Samaniego Dr. 79936
Jane Hambric K-8 School	3535 Nolan Richardson Dr. 79936
Bill Sybert K-8 School	11530 Edgemere Blvd. 79936
Benito Martinez Elementary School	2640 Robert Wynn St. 79936
Helen Ball Elementary School	1950 Firehouse Dr. 79936

Vote Center Centro de Votación	Address Dirección
O'Shea Keleher Elementary School	1800 Leroy Bonse Dr. 79936
Marty Robbins Recreation Center	11620 Vista Del Sol Dr. 79936
Sierra Vista Elementary School	1501 Bob Hope Dr. 79936
Hurshel Antwine Elementary School	3830 Rich Beem Blvd. 79938
Esperanza Acosta Moreno Library	12480 Pebble Hills Blvd. 79938
Lujan-Chavez Elementary School	2200 Sun Country Dr. 79938
Pebble Hills High School	14400 Pebble Hills Blvd. 79938
Red Sands Elementary School	4250 O'Shea Rd. 79938
Montana Vista Elementary School	3550 Mark Jason Dr. 79938

Note: Vote Centers are subject to change at any time. Click on an address for directions via Google Maps or click on a location name to view a picture to that specific site. For more election information visit epcountyvotes.com or call **(915) 546-2154**.

*Nota: Centros de Votación están sujetos a cambio en cualquier momento. Para ver mapa del lugar, presione en la dirección del Lugar de Votación de su preferencia via Google Maps o para ver una imagen del lugar, presione en el nombre del Centro de Votación de su preferencia. Para más información visite es.epcountyvotes.com o llame al **(915) 546-2154**.*

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS, ORDERING A SPECIAL ELECTION FOR THE SUBMISSION OF CHARTER AMENDMENTS TO ~~SECTION 2.2C TO ALLOW PERSONS TO SERVE TWO FULL TERMS AS MAYOR OR DISTRICT REPRESENTATIVE IF SUCH PERSON CARRIED OUT AN UNEXPIRED TERM;~~ SECTION 3.18 TO ALLOW CITY COUNCIL TO AUTHORIZE LEASES FOR 40 YEARS OR LESS BY RESOLUTION OR ORDINANCE; SECTION 3.5A TO ALLOW COUNCIL TO RESCHEDULE MEETINGS FOR HOLIDAYS AND ALLOW THE MAYOR TO CANCEL A COUNCIL MEETING IF REQUIRED DUE TO DECLARED EMERGENCY; SECTION 3.9B, 3.10B, AND 6.1-12 TO ALIGN TO STATE LAW AND UPDATE OBSOLETE REFERENCES; SECTION 3.11 TO REMOVE THE REQUIREMENT FOR A SECOND PETITION IN INITIATIVES, AND PROVIDE A PROCEDURE FOR CITIZENS TO INITIATE CITY ORDINANCES; ~~SECTION 1.2, 3.5E, 3.6, 4.1B, 4.3 AND 7.3 TO AUTHORIZE THE MAYOR TO VOTE ON ALL COUNCIL ITEMS, REMOVING THE TIE BREAKING AND VETO CAPACITY;~~ SECTION 6.1-4 TO AUTHORIZE THE CITY TO CREATE A POLICY REGARDING MEMBERSHIP ON THE CIVIL SERVICE COMMISSION TO REFLECT THE COMMUNITY AND CITY WORKFORCE; ~~SECTIONS 6.2-2 AND 6.2-3 TO ALIGN THE EMPLOYEE SERVING AS CIVIL SERVICE COMMISSION RECORDER WITH OTHER EMPLOYEES CARRYING OUT SIMILAR DUTIES;~~ SECTION 6.7-1 AND 6.8-1 TO ALLOW THE CITY TO ESTABLISH MORE FLEXIBLE POLICIES IN HIRING EMPLOYEES; SECTION 6.13-11D TO ESTABLISH THE CITY CONTRIBUTION TO THE POLICE AND FIRE PENSION FUND OF NO LESS THAN 18% OF THE WAGES OF THE PARTICIPANTS, AND REMOVE THE LIMIT ON THE CITY'S CONTRIBUTION; ~~SECTION 3.20B TO CHANGE THE REPORTING STRUCTURE FOR THE CHIEF INTERNAL AUDITOR TO REPORT DIRECTLY TO CITY COUNCIL;~~ SUCH ELECTION TO BE HELD WITHIN THE CITY, ON ~~NOVEMBER 8, 2022~~ MAY 6, 2023; MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION; AND AUTHORIZING A CONTRACT WITH EL PASO COUNTY TO FURNISH ELECTION SERVICES AND EQUIPMENT; PROVIDING FOR SEVERABILITY AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City Council appointed a nine (9) member Ad Hoc Charter Advisory Committee in January 2022 to assist in the review and to make recommendations on potential charter amendments; and

WHEREAS, the Ad Hoc Charter Advisory Committee reviewed proposed Charter Amendments approved by a majority of the City Council and the Committee met from February 2022 through May 2022 to review the City Charter and in May 2022, the Committee finalized its report of its findings in writing, and presented its proposed amendments to the City Council; and

WHEREAS, the City Council has reviewed the proposed Amendments by the Committee, [made amendments to such recommendations](#), and the City Council of the City of El Paso, Texas has determined it appropriate to submit the proposed amendments to the existing City Charter of the City of El Paso to the qualified voters of the City for their adoption or rejection thereof pursuant to Section 9.004(a) of the Texas Local Government Code; and

WHEREAS, Section 9.004(b) of the Texas Local Government Code requires that an ordinance be approved ordering said election to be held; and

WHEREAS, Section 41.001 of the Texas Election Code establishes [November 8, 2022](#) [May 6, 2023](#), as a uniform election date for the purposes of conducting an election; and

WHEREAS, pursuant to Texas Local Government Code Section 9.004(e), more than one amendment may be combined in one ballot proposition as long as the amendments contain only one subject; and

WHEREAS, pursuant to the Texas Local Government Code Section 9.004 a ballot for proposed charter amendments shall be prepared so that a voter may approve or disapprove any one or more amendments without having to approve or disapprove all of the amendments; and

WHEREAS, during ~~a~~ public meetings held on August 2, 2022, [on January 31, 2023 and a public hearing to be held on February 7, 2023](#), the City Council considered and approved for public vote, in the form of a ballot proposition, the following Charter amendments after considering recommendations by the 2022 Ad Hoc Charter Advisory Committee; and

WHEREAS, the City Council of the City of El Paso, Texas, hereby directs City staff to publish notice of the special charter election in a newspaper of general circulation in the City on the same day in each of two (2) successive weeks, the date of the first publication to be not less than fourteen (14) days prior to the date of the ~~November 8~~ [May 6, 2023](#) election, in compliance with Section 9.004(c) of the Texas Local Government Code [and to carry out other requirements related to such election](#).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS:

SECTION 1 – CHARTER AMENDMENT ELECTION CALLED

The El Paso City Council does hereby order an election to submit to the voters of the City of El Paso proposed amendments to the City Charter, to be held on ~~Tuesday~~ [Saturday](#), ~~November 8~~ [May 6, 2023](#). That such election shall be held at the precincts and the polling places designated in Exhibit "A" or such other locations as may be designated prior to the election by the City Council, attached hereto and made a part hereof for all purposes, and said polling places shall open at 7 a.m. and remain open until 7 p.m. on the day of the election.

That at such election, the following amendments to the Charter of the City of El Paso ("Measures") shall be submitted to the qualified voters of the City and official ballots for the

election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote for or against the proposed amendment, and with such proposition to be expressed substantially as follows:

CITY OF EL PASO PROPOSITION A

Text of Amendment

~~Amending Section 2.2C of the City Charter, relating to term limits for the Mayor and District Representatives, to read in pertinent part as follows:~~

Section 2.2C LIMITATION.

~~No Mayor or Representative may hold such office for more than a total of ten years throughout their lifetime, however, a person who serves an unexpired term due to a Mayor or Representative's resignation will be allowed to serve two full four year terms, regardless of whether it results in more than a total of ten years.~~

City of El Paso Special Election for Charter Amendment Ballot Proposition A

~~Should section 2.2C of the City Charter, relating to term limits, be amended to provide that a person who serves an unexpired term due to a Mayor or Representative's vacancy be allowed to serve two full four year terms, regardless of whether it results in more than a total of ten years served throughout their lifetime?~~

~~YES (→)~~

~~NO (→)~~

CITY OF EL PASO MEASURE BA

Text of Amendment

Amending Section 3.1 of the City Charter, relating to the creation; composition; powers and duties of City Council, to read in pertinent part as follows:

Section 3.1 – CREATION; COMPOSITION; POWERS AND DUTIES

There shall be a City Council consisting of District Representatives and the Mayor. The Council shall have legislative powers, and the power and duty to select, direct, and regularly evaluate the City Manager, as well as such other and specific powers and duties as may be provided by law or this Charter. Each Representative shall have the discretion and sole authority to appoint and remove district office staff.

City of El Paso Special Election for Charter Amendment

Ballot Proposition BA

Should section 3.1 of the City Charter, relating to creation, composition; powers and duties of Council be amended to allow City Council Representatives to appoint and remove district office staff?

YES ()

NO ()

CITY OF EL PASO MEASURE CB

Text of Amendment

Amending Section 3.18 of the City Charter, relating to the use of ordinances, to read in pertinent part as follows:

Section 3.18 LEASE; FRANCHISE, AND CONVEYANCE.

The right of control, ownership and use of streets, alleys, parks and public places of the City is declared to be inalienable except as provided by ordinance passed by the Council and except for uses of less than thirty days which may have a separate approval process as established by ordinance.

Any authorization for the conveyance, lease, or grant of a franchise regarding the property of the City shall provide for payment to the City of a reasonable fee as consideration for that conveyance, lease, or franchise.

Any sale of City owned property in fee simple, franchise or lease for an initial term longer than forty years shall be approved by ordinance.

In addition, any authorization for a lease or franchise must provide that the City may revoke it if necessary to secure efficiency of public service at a reasonable rate, and must assure that the property is maintained in good condition throughout the life of the lease or franchise.

City of El Paso Special Election for Charter Amendment

Ballot Proposition CB

Should section 3.18 of the City Charter relating to Leases, Franchises, and Conveyances be amended to authorize Council to lease City owned property for 40 years or less by Council resolution or ordinance?

YES ()

NO ()

CITY OF EL PASO MEASURE ~~DC~~

Text of Amendment

Amending Section 3.5 of the City Charter, relating to City Council Procedures and Rules, to read in pertinent part as follows:

Section 3.5 A CITY COUNCIL PROCEDURES AND RULES

Meetings. Regular meetings of the Council shall be held in Council chambers no less than once every other week at such times as may be prescribed by resolution, except that Council may reschedule meetings by resolution to allow for City holidays, but must have no less than two regular meetings per month. The Mayor may cancel a meeting if necessary due to a Federal, State or Local declared emergency.

City of El Paso Special Election for Charter Amendment

Ballot Proposition ~~DC~~

Should section 3.5A of the City Charter be amended to allow Council to reschedule meetings by resolution to allow for City holidays but shall hold no less than two regular meetings per month?

YES ()

NO ()

CITY OF EL PASO MEASURE ~~ED~~

Text of Amendment

Section 3.5 A CITY COUNCIL PROCEDURES AND RULES

Meetings. Regular meetings of the Council shall be held in Council chambers no less than once every other week at such times as may be prescribed by resolution, except that Council may reschedule meetings by resolution to allow for City holidays, but must have no less than two regular meetings per month. The Mayor may cancel a meeting if necessary due to a Federal, State or Local declared emergency.

City of El Paso Special Election for Charter Amendment

Ballot Proposition ~~ED~~

Should section 3.5A of the City Charter be amended to allow the Mayor to cancel a meeting if necessary due to a Federal, State or Local declared emergency?

YES ()

NO ()

CITY OF EL PASO MEASURE ~~FE~~

Text of Amendment

Amending Sections 3.9B relating to Ordinances, 3.10B relating to emergency ordinances, 6.1-12 relating to civil service hearing officers to read in pertinent part as follows:

Section 3.9 ORDINANCES IN GENERAL.

B. Legislative Procedure. Except as provided in Section 3.13, an ordinance may be introduced by any Council member at any meeting of the Council. A proposed ordinance must be filed with the City Clerk in sufficient time for inclusion on the agenda for the Council meeting at which it is to be introduced. Upon such filing the City Clerk shall distribute copies to each member of the Council and to the City Manager. No ordinance shall be adopted finally except at a regular open meeting of the Council following notice, publication, and a public hearing. The notice shall contain:

1. The proposed ordinance or a brief summary thereof;
2. The places where copies of it have been filed and the times when they are available for public examination; and
3. The time and place for the public hearing. The notice shall be published by any contemporary means of information sharing, including but not limited to publication in a newspaper of general circulation in the City or placement on a website at least five days prior to the public hearing. The hearing may be held by a designated Council committee or the Council separately or in connection with any Council meeting and may be adjourned to a specified time. All interested persons present shall have an opportunity to be heard. As soon as practicable after adoption of any ordinance, the City Clerk shall publish it again, with notice of its adoption, in abstract form, by any contemporary means of information sharing. These abstracts must state, at a minimum, the purpose of the ordinance and, where penal, the penalty provided. In any event, the publication must be written so as to be understood by an average person.

Section 3.10B EMERGENCY ORDINANCES.

Procedures. An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it may be introduced on one-hour public notice, and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing the emergency in clear and specific terms. An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced, but the unanimous vote of the Council members present shall be required for adoption.

Section 6.1-12 HEARING OFFICERS.

The Commission will appoint one or more compensated hearing officers to hear appeals made under Section 6.13-4. The need for hearing officers in excess of one shall be determined jointly by the Commission and the City Manager. Hearing officers will perform those duties and functions necessary to render a recommendation to the Commission on the matter in dispute.

The hearing officers will serve at the Commission's pleasure, and will be procured through the City's procurement process.

City of El Paso Special Election for Charter Amendment
Ballot Proposition ~~FE~~

Shall Sections 3.9B, 3.10B, 6.1-12 of the City Charter be amended to eliminate provisions which have become inoperative because they have been superseded by state law; replace obsolete references and update terminology to current legal usage?

YES ()

NO ()

CITY OF EL PASO MEASURE ~~GF~~

Text of Amendment

Amending Section 3.11 of the City Charter, relating to Initiatives to read in pertinent part as follows:

Section 3.11 INITIATIVE.

Any ~~five~~-registered voter or group of registered voters, referred to in this section as the committee, may initiate an ordinance that complies with federal, state and local law by filing with the City Clerk a statement that they intend to circulate a petition, however no ordinance may be initiated through this process ~~regarding~~ regarding appropriation ~~ing~~ or allocation ~~ing~~ of City funds, zoning or rezoning, levy of taxes, setting utility rates, purchase or sale of an interest in real property or granting a franchise. Such statement must include the names and addresses of the committee members, the full text of the proposed ordinance, and the designated lead committee member.

The City Clerk shall place the proposed Ordinance on the City Council Agenda for introduction within thirty calendar days after receiving the statement, followed by a public hearing at the second reading. If City Council fails to adopt the ordinance, or adopts it with amendments, the City Clerk will notify the committee through the lead committee member.

If the committee still wishes to seek adoption of the ordinance after Council fails to adopt, or does not agree to Council's amendments, it will then have 180 calendar days after notice from the City Clerk to complete the petition by gathering signatures in the form required by state law, including but not limited to original signature, printed name, residence address and date of birth or voter registration of a number of registered voters equal to at least five percent of the voters who voted in the last general City election, or 10,000, whichever number is smaller. The petition must set forth the precise content of the ordinance desired by the petitioners.

Within thirty working days, tThe City Clerk shall review the petition without delay, but no more than 60 City Clerk office working days, to verify if it meets all requirements, and if authenticated

with the required number of signatures, must place that ordinance on the agenda of a Council meeting to be held within thirty working days of the authentication by the City Clerk, of the petition bearing the authenticated names and addresses of the petitioners. Such an item shall be treated by the Council exactly as any other proposed ordinance.

If Council does not adopt, or adopts the proposed ordinance in an amended form, the ~~City Clerk~~City Council thereafter must place the proposed ordinance on the ballot at a uniform election no later than the next citywide general election specified in State law meeting all deadlines. If the proposal receives the favorable vote of a majority of those voting in that election it shall thereupon become a City ordinance. Initiative ordinances adopted or approved by the electors shall be published and may be amended or repealed by the Council, as in the case of other ordinances; provided, however, that no ordinance adopted at the polls under an initiative may be amended or repealed by the Council within one year of adoption.

The Council is not obliged to consider the same ordinance initiated by petition, or one that is substantially the same, more often than once in: two years.

City of El Paso Special Election for Charter Amendment Ballot Proposition ~~GF~~

Should section 3.11 relating to the initiative petition of the City Charter be amended to remove the requirement for a second petition, and institute a process for the public to initiate a City ordinance, and to clarify that no ordinance may be initiated through this process appropriating or allocating City funds, zoning or rezoning, levy of taxes, setting utility rates, purchase or sale of an interest in real property, or granting a franchise?

YES ()

NO ()

CITY OF EL PASO PROPOSITION H

Text of Amendment

~~Amending Section 1.2 relating to Definitions, 3.5E relating to City Council Procedures and Rules, 3.6 relating to Legislative Committees, 4.1B Power of the Mayor, 4.3 relating to Mayor Pro Tempore and 7.3 relating to budget procedures of the City Charter effective the first City Council meeting January of 2025, to read in pertinent part as follows:~~

Section 1.2—DEFINITIONS

~~As used in this Charter, the term "laws of Texas" shall include the Constitution and statutes of the State of Texas, the common law as it exists in the State of Texas, and appropriate case law. As used herein, "State" shall mean the State of Texas; "City" shall mean the City of El Paso; "City Council" or "Council" shall mean the Mayor and Representatives of the City of El Paso, with the Mayor being a voting member of Council; and "department" shall mean any City agency, office, bureau or other organizational unit.~~

Section 3.5 E CITY COUNCIL PROCEDURES AND RULES

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

~~Effective Date. Ordinances and resolutions finally adopted by the Council shall be filed in the office of the City Clerk and signed by the Mayor before they take effect. If the Mayor shall either fail to sign any adopted ordinance or resolution within five days after it has been filed with the City Clerk, exclusive of the day of filing, it shall become law.~~

~~Section 3.6 LEGISLATIVE COMMITTEES~~

~~A. The members of Council may resolve themselves into committees, both standing and special, when this is convenient for the conduct of legislative business, including the investigative powers described in Section 3.8. Rules governing the organization and procedures of these committees shall be made by the Council.~~

~~Section 4.1B POWERS OF THE MAYOR~~

~~The Mayor shall be a voting member of City Council and preside over the City Council meetings, having the power to propose legislation; represent the City in intragovernmental and intergovernmental relationships; appoint with the consent of the Council the members of citizen advisory boards and commissions; make appointments and perform duties pursuant to federal and state law; present an annual state of the City message; convene the Council in special session and perform other duties specified by the Council.~~

~~Section 4.3 MAYOR PRO TEMPORE~~

~~A. At the first meeting upon the start of new terms of office following each general election, the Council shall elect from among the Representatives a Mayor Pro Tempore, who shall hold that office for a two year term. Should the office of Mayor Pro Tempore become vacant, the Council shall elect a new Mayor Pro Tempore.~~

~~B. During the absence or disability of the Mayor, the Mayor Pro Tempore shall act as Mayor.~~

~~Section 7.3 BUDGET PROCEDURES~~

~~The procedures here stated shall govern adoption of the annual budget and the appropriations of monies pursuant thereto.~~

~~D. Adoption. The budget shall be adopted by resolution, not later than the day before the first day of the City's fiscal and budget year; but, in the event the budget is not adopted, the appropriation for personnel and essential operating supplies made in the previous year shall be extended until the new budget is adopted.~~

City of El Paso Special Election for Charter Amendment **Ballot Proposition H**

~~Should section 1.2, 3.5E, 3.6, 4.1B, 4.3, and 7.3 of the City Charter be amended to authorize the Mayor to vote on all City Council agenda items and remove the Mayor's tie-breaking and veto capacity effective the first City Council meeting of January 2025?~~

~~YES ()~~

~~NO ()~~

CITY OF EL PASO MEASURE ~~IG~~

Text of Amendment

Amending Section 6.1-4 of the City Charter, relating to Civil Service qualifications to read in pertinent part as follows:

Section 6.1-4 QUALIFICATIONS.

Members of the Commission must be residents of the City at the time of their appointment and remain a resident of the City throughout their term of office. No Commissioner shall be related in any manner described in Article III, Section 3.3 B to any employee of the City, the Public Service Board, or any entity that has a contract with the City to operate or manage any City facility or department, nor hold any salaried public office or other employment compensated by the City, and any violation of this provision shall be deemed malfeasance in office and cause for removal therefrom. The City should adopt rules that reflect the diversity of the community and City workforce. No more than three Commissioners may be former city employees, and any such Commissioners are not eligible for appointment until two years following separation from the City. Any commissioner may be either actively employed or retired.

City of El Paso Special Election for Charter Amendment

Ballot Proposition ~~IG~~

Should 6.1-4 of the City Charter be amended to change the qualifications requirements for Civil Service Commissioners to allow for appointment of Civil Service Commissioners that reflect the diversity of the community and City workforce?

YES ()

NO ()

CITY OF EL PASO PROPOSITION J

Text of Amendment

~~Amending Section 6.2-2 of the City Charter, relating to the unclassified services and 6.2-3B, relating to appointment and removal of unclassified personnel to read in pertinent part as follows:~~

~~Section 6.2.2 UNCLASSIFIED SERVICES.~~

~~The unclassified services shall include only the following positions:~~

~~A. The City Attorney, Assistant City Attorneys, law clerks and paralegal personnel;~~

~~B. The Mayor's executive secretary(s) and Executive Assistant(s);~~

~~C. All elected officials;~~

~~D. Members of all City boards, commissions, and committees who serve without compensation;~~

~~E. Employees hired by contract, and short term or limited funding grant funded employees as designated by the City Manager and hired on or after the effective date of this amendment;~~

~~F. The City Manager;~~

~~G. All executive level employees, and executive staff or salaried professional employees reporting directly to the City Manager;~~

~~H. Employees hired on or after May 18, 2007 who work at the Metropolitan Planning Organization; and~~

~~I. Persons given provisional and temporary appointments who are not classified employees at the time of such appointment.~~

~~J. A person hired solely as a District Representative's legislative aide for the limited period of the term of office for that District Representative.~~

~~Section 6.2.3 APPOINTMENT AND REMOVAL OF UNCLASSIFIED PERSONNEL~~

~~B. Except as otherwise provided by law or in this Charter, unclassified personnel may be removed by the City Manager or designee, who may establish written procedures for removal.~~

City of El Paso Special Election for Charter Amendment
Ballot Proposition J

~~Should Section 6.2.2 relating to Unclassified Services and 6.2.3 relating to appointment and removal of unclassified personnel be amended to align the person carrying out the role of civil service commission recorder with all other unclassified City employees who may be removed by the City Manager or designee in accordance with the City Charter?~~

YES (→)

NO (→)

CITY OF EL PASO MEASURE ~~K~~H

Text of Amendment

Amending Section 6.7-1 and 6.8-1 of the City Charter, relating to penalty for deceit in examinations, examinations and eligibility to read in pertinent part as follows:

Section 6.7-1 ~~PENALTY FOR DECEIT IN EXAMINATION.~~

(Reserved.)

Section 6.8-1 EXAMINATION AND ELIGIBILITY

The Human Resources Director shall establish administrative policies and procedures for the promotion process, and eligibility, consistent with the provisions of this Article and all applicable federal and state employment laws.

City of El Paso Special Election for Charter Amendment

Ballot Proposition ~~K~~-H

Should Section 6.7-1 be deleted and 6.8-1 relating to Examinations of the City Charter be amended to remove the requirement for examinations and allow the City to establish Civil Service Rules, policies and procedures for the promotion of City employees?

YES ()

NO ()

CITY OF EL PASO MEASURE ~~H~~-I

Text of Amendment

Amending Section 6.13-11D of the City Charter, relating to pensions plans to read in pertinent part as follows:

Section 6.13-11D PENSION PLANS.

Firemen and Policemen Pension Fund of El Paso. The City shall continue to augment the Firemen and Policemen Pension Fund of El Paso in a manner consistent with the laws of Texas. To augment the Firemen and Policemen Pension Fund, the Council shall in each fiscal year beginning after ~~November-May 2023~~², appropriate no less than eighteen percent of the total amount expended for wages of the participants, and may increase this contribution rate as allowed by the relevant state law requirements based on a qualified actuary's report; provided, however, that in the event age limits for participation in the pension fund, or any division of the fund, are increased as permitted by law and the raising of the age limits causes an increase in funding costs as determined by an actuary, the City shall appropriate an amount equal to such cost increase notwithstanding that such increased appropriation may exceed the otherwise determined percent of the total amount expended for wages of the participants.

City of El Paso Special Election for Charter Amendment
Ballot Proposition ~~1-1~~

Should section 6.13-11D relating to the police and fire pension fund be amended to establish that the City of El Paso shall contribute to the El Paso Policemen and Firemen Pension Fund no less than eighteen percent of the total amount expended for wages of the participants, and any increase to the contribution rate shall be as allowed by state law?

YES ()

NO ()

CITY OF EL PASO MEASURE J

Text of Amendment

Amending Section 3.20B of the City Charter, relating to the Chief Internal Auditor to read in pertinent part as follows:

Section 3.20B Internal Audit Function

1. The Council shall establish and create an internal audit function to ensure that appropriate internal audits will be performed in accordance with professionally recognized auditing standards of the operations of all City departments, offices, agencies and programs.
2. The function shall be staffed by a Chief Internal Auditor and such other appropriate positions as are authorized by the Council who shall report to the Chief Internal Auditor. City employees in such positions shall be protected by the Civil Service System rights and processes that are afforded to classified employees, even if considered unclassified by other sections of this Charter or the City's Civil Service System.
3. Consistent with the provisions of this Charter, the Council shall by ordinance or resolution provide for the powers and duties of the Chief Internal Auditor as needed for the performance of the function.

4. The Financial and Audit Oversight Committee shall maintain legislative oversight over the internal audit function as provided in Section 3.6 B.

5. On and after the effective date of this amendment, the Chief Internal Auditor shall be appointed and removed by, and report to the City Manager subject to the approval of the Council. The City Manager shall maintain operational oversight over the internal audit function and be responsible for the implementation of any audit recommendations for changes to City administrative procedures and operations as requested by the Council.

City of El Paso Special Election for Charter Amendment
Ballot Proposition L-J

Should Section 3.20B of the El Paso City Charter be amended to change the reporting structure of the Chief Internal Auditor so the position reports directly to City Council, and to provide Civil Service protections to employees in positions that report to the Chief Internal Auditor.

Formatted: Font: (Default) Times New Roman

SECTION 2 – BALLOTS

The official ballots for said election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote "YES" or "NO" on the proposition, with the ballots to contain such provisions, markings and language as required by law, and with the proposition to be expressed substantially as set forth in section 1, above.

SECTION 3 – EARLY VOTING CLERK

Lisa Wise, El Paso County Elections Administrator, 500 E. San Antonio, Suite 314, El Paso, Texas, 79901, is hereby appointed as Early Voting Clerk. Applications for ballot by mail must be **received** no later than the close of business on October 28, 2022 April 25, 2023, sent to this address.

Formatted: Font: Bold

SECTION 4 – EARLY VOTING

Early voting by personal appearance shall be conducted at the El Paso County Courthouse, located at 500 E. San Antonio, El Paso, Texas 79901. In addition, early voting may also occur at such early voting polling places as are designated herein or otherwise designated by the El Paso County Elections Administrator and posted at City Hall by the City Clerk. The locations and hours for early voting by personal appearance shall be authorized for such election as set forth in Exhibit "A," which may be amended.

In addition, mobile voting stations may be authorized and used for early voting at publicly owned buildings in the City as established by the El Paso County Elections Administrator. The City Clerk is authorized to make corrections or revisions to the list of these mobile stations, including the respective hours for early voting by personal appearance at these stations. The City Clerk is further authorized to make corrections or revisions to the list of early voting stations as

set forth above, including the respective hours for early voting by personal appearance at these stations, and revise and correct all election notices regarding the early voting locations and the mobile voting stations, and the dates and times for such voting.

For purposes of processing ballots cast in early voting, the election officers for the Early Voting Ballot Board shall be appointed and designated in accordance with the provisions of the election agreement with El Paso County.

SECTION 5 – NOTICE OF ELECTION

The City Clerk shall give notice of such election by posting a notice of such election in English and Spanish in the Office of the City Clerk as provided by law and by publishing a copy of said notice in both English and Spanish in a newspaper in the City as required by law. Additionally, in accordance with Section 9.004(c) of the Local Government Code, notice shall be published in a newspaper of general circulation in El Paso on the same day, in each of two consecutive weeks, with the first publication occurring on or before the 14th day before election day. The notice shall contain a substantial copy of the proposed amendment.

The City Clerk shall deliver notice of this election to the County Clerk and voter registrar of El Paso County no later than ~~Monday Tuesday, October 24, 2022~~ March 7, 2023, or as otherwise required by law.

SECTION 6 – ELECTION SERVICES CONTRACT AND PROCEDURAL MATTERS

The City Manager is hereby authorized to execute the necessary contract(s) and agreements, joint or otherwise, with the El Paso County Elections Administrator, or any other public entity, for the purpose of having El Paso County furnish all or any portion of the election services and equipment needed by the City Clerk to conduct the election. The contract document and election services provided therein shall conform to Chapter 31, Subchapter D, of the Texas Election Code and all other applicable statutes and laws.

The election services contract with the County shall provide (a) the type of electronic voting equipment to be used for early voting by personal appearance and on election day, (b) notification and training for election judges and clerks, (c) an estimate and final payment terms for the election services provided, (d) agreements for early voting equipment and voting machine rental, and (e) other procedures necessary to conduct the election.

Matters contained in this ordinance relating to discretionary, procedural matters may be amended by approval of the City Manager, and procedural matters not established by this ordinance will be established by resolution of City Council.

SECTION 7 – VOTING MACHINES AND ELECTION RESULTS

Voting machines used for the conduct of the election, shall be procured, maintained, operated, sealed and the votes therefrom tabulated pursuant to procedures established and authorized by the laws of the State of Texas.

The results of the election shall be certified, canvassed, and returned in the form and manner prescribed by law.

SECTION 8 – OTHER ACTION AND COMPLIANCE WITH APPLICABLE LAWS

The City Manager and City Clerk, in consultation with the City Attorney, are hereby authorized and directed to take any additional action necessary to comply with provisions of the Texas Election Code or other state and federal statutes and constitutions in carrying out the conduct of the election, whether or not expressly authorized herein.

SECTION 9 – SEVERABILITY

That should any part, section, subsection, paragraph, sentence, clause or phrase contained in this ordinance be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this ordinance, but in all respects said remaining portion shall be and remain in full force and effect.

SECTION 10 – EFFECTIVE DATE

This Ordinance shall be in force and effect from and after the date of its adoption, and it is so ordained.

APPROVED this ____ day of ~~August~~February, ~~2022~~2023.

CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

APPROVED AS TO FORM:

Laura D. Prine
City Clerk

Kristen L. Hamilton-Karam
Senior Assistant City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS, ORDERING A SPECIAL ELECTION FOR THE SUBMISSION OF CHARTER AMENDMENTS TO SECTION 2.2C TO ALLOW PERSONS TO SERVE TWO FULL TERMS AS MAYOR OR DISTRICT REPRESENTATIVE IF SUCH PERSON CARRIED OUT AN UNEXPIRED TERM; SECTION 3.18 TO ALLOW CITY COUNCIL TO AUTHORIZE LEASES FOR 40 YEARS OR LESS BY RESOLUTION OR ORDINANCE; SECTION 3.5A TO ALLOW COUNCIL TO RESCHEDULE MEETINGS FOR HOLIDAYS AND ALLOW THE MAYOR TO CANCEL A COUNCIL MEETING IF REQUIRED DUE TO DECLARED EMERGENCY; SECTION 3.9B, 3.10B, AND 6.1-12 TO ALIGN TO STATE LAW AND UPDATE OBSOLETE REFERENCES; SECTION 3.11 TO REMOVE THE REQUIREMENT FOR A SECOND PETITION IN INITIATIVES, AND PROVIDE A PROCEDURE FOR CITIZENS TO INITIATE CITY ORDINANCES; SECTION 1.2, 3.5E, 3.6, 4.1B, 4.3 AND 7.3 TO AUTHORIZE THE MAYOR TO VOTE ON ALL COUNCIL ITEMS, REMOVING THE TIE-BREAKING AND VETO CAPACITY; SECTION 6.1-4 TO AUTHORIZE THE CITY TO CREATE A POLICY REGARDING MEMBERSHIP ON THE CIVIL SERVICE COMMISSION TO REFLECT THE COMMUNITY AND CITY WORKFORCE; SECTIONS 6.2-2 AND 6.2-3 TO ALIGN THE EMPLOYEE SERVING AS CIVIL SERVICE COMMISSION RECORDER WITH OTHER EMPLOYEES CARRYING OUT SIMILAR DUTIES; SECTION 6.7-1 AND 6.8-1 TO ALLOW THE CITY TO ESTABLISH MORE FLEXIBLE POLICIES IN HIRING EMPLOYEES; SECTION 6.13-11D TO ESTABLISH THE CITY CONTRIBUTION TO THE POLICE AND FIRE PENSION FUND OF NO LESS THAN 18% OF THE WAGES OF THE PARTICIPANTS, AND REMOVE THE LIMIT ON THE CITY'S CONTRIBUTION; SUCH ELECTION TO BE HELD WITHIN THE CITY, ON NOVEMBER 8, 2022; MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION; AND AUTHORIZING A CONTRACT WITH EL PASO COUNTY TO FURNISH ELECTION SERVICES AND EQUIPMENT; PROVIDING FOR SEVERABILITY AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City Council appointed a nine (9) member Ad Hoc Charter Advisory Committee in January 2022 to assist in the review and to make recommendations on potential charter amendments; and

WHEREAS, the Ad Hoc Charter Advisory Committee reviewed proposed Charter Amendments approved by a majority of the City Council and the Committee met from February 2022 through May 2022 to review the City Charter and in May 2022, the Committee finalized its report of its findings in writing, and presented its proposed amendments to the City Council; and

WHEREAS, the City Council has reviewed the proposed Amendments by the Committee and the City Council of the City of El Paso, Texas has determined it appropriate to

submit a proposed amendment to the existing City Charter of the City of El Paso to the qualified voters of the City for their adoption or rejection thereof pursuant to Section 9.004(a) of the Texas Local Government Code; and

WHEREAS, Section 9.04(b) of the Texas Local Government Code requires that an ordinance be approved ordering said election to be held on the first authorized uniform election date prescribed by the Texas Election Code and establishing the procedure to be followed in said election; and

WHEREAS, Section 41.001 of the Texas Election Code establishes November 8, 2022, as a uniform election date for the purposes of conducting an election; and

WHEREAS, pursuant to Texas Local Government Code Section 9.004(e), more than one amendment may be combined in one ballot proposition as long as the amendments contain only one subject; and

WHEREAS, pursuant to the Texas Local Government Code Section 9.004 a ballot for proposed charter amendments shall be prepared so that a voter may approve or disapprove any one or more amendments without having to approve or disapprove all of the amendments; and

WHEREAS, during a public meeting held on August 2, 2022, the City Council considered and approved for public vote, in the form of a ballot proposition, the following Charter amendments after considering recommendations by the 2022 Ad Hoc Charter Advisory Committee; and

WHEREAS, the City Council of the City of El Paso, Texas, hereby directs City staff to publish notice of the special charter election in a newspaper of general circulation in the City on the same day in each of two (2) successive weeks, the date of the first publication to be not less than fourteen (14) days prior to the date of the November 8, 2022 election, in compliance with Section 9.004(c) of the Texas Local Government Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS:

SECTION 1 – CHARTER AMENDMENT ELECTION CALLED

The El Paso City Council does hereby order an election to submit to the voters of the City of El Paso proposed amendments to the City Charter, to be held on Tuesday, November 8, 2022. That such election shall be held at the precincts and the polling places designated in Exhibit "A" or such other locations as may be designated prior to the election by the City Council, attached hereto and made a part hereof for all purposes, and said polling places shall open at 7 a.m. and remain open until 7 p.m. on the day of the election.

That at such election, the following amendments to the Charter of the City of El Paso ("Propositions") shall be submitted to the qualified voters of the City and official ballots for the election shall be prepared in accordance with the Texas Election Code so as to permit the

electors to vote for or against the proposed amendment, and with such proposition to be expressed substantially as follows:

CITY OF EL PASO PROPOSITION A

Text of Amendment

Amending Section 2.2C of the City Charter, relating to term limits for the Mayor and District Representatives, to read in pertinent part as follows:

Section 2.2C LIMITATION.

No Mayor or Representative may hold such office for more than a total of ten years throughout their lifetime, however, a person who serves an unexpired term due to a Mayor or Representative's resignation will be allowed to serve two full four-year terms, regardless of whether it results in more than a total of ten years.

City of El Paso Special Election for Charter Amendment Ballot Proposition A

Should section 2.2C of the City Charter, relating to term limits, be amended to provide that a person who serves an unexpired term due to a Mayor or Representative's vacancy be allowed to serve two full four-year terms, regardless of whether it results in more than a total of ten years served throughout their lifetime?

YES ()

NO ()

CITY OF EL PASO PROPOSITION B

Text of Amendment

Amending Section 3.1 of the City Charter, relating to the creation; composition; powers and duties of City Council, to read in pertinent part as follows:

Section 3.1 – CREATION; COMPOSITION; POWERS AND DUTIES

There shall be a City Council consisting of District Representatives and the Mayor. The Council shall have legislative powers, and the power and duty to select, direct, and regularly evaluate the City Manager, as well as such other and specific powers and duties as may be provided by law or this Charter. Each Representative shall have the discretion and sole authority to appoint and remove ~~a legislative aide~~ district office staff.

City of El Paso Special Election for Charter Amendment Ballot Proposition B

Should section 3.1 of the City Charter, relating to creation, composition; powers and duties of Council be amended to allow City Council Representatives to appoint and remove district office staff?

YES ()

NO ()

CITY OF EL PASO PROPOSITION C

Text of Amendment

Amending Section 3.18 of the City Charter, relating to the use of ordinances, to read in pertinent part as follows:

Section 3.18 LEASE; FRANCHISE, AND CONVEYANCE.

The right of control, ownership and use of streets, alleys, parks and public places of the City is declared to be inalienable except as provided by ordinance passed by the Council and except for uses of less than thirty days which may have a separate approval process as established by ordinance.

Any authorization ordinance providing for the conveyance, lease, or grant of a franchise regarding the property of the City shall provide for payment to the City of a reasonable fee as consideration for that conveyance, lease, or franchise.

Any sale of City owned property in fee simple, franchise or lease for an initial term longer than forty years shall be approved by ordinance.

In addition, any authorization ordinance providing for a the lease or franchise shall must provide that: ~~1. At the termination of the lease or franchise, the property involved, together with any improvements thereto, made or erected during the term of the lease or franchise, shall (either without further compensation or upon payment of a fair valuation therefore as determined by the terms of the ordinance), become the property of the City; and 2. Every lease or franchise~~ the City may ~~be~~ revoked ~~it by the City~~ if necessary to secure efficiency of public service at a reasonable rate, ~~or to~~ and must assure that the property is maintained in good ~~order~~ condition throughout the life of the lease or franchise grant.

City of El Paso Special Election for Charter Amendment **Ballot Proposition C**

Should section 3.18 of the City Charter relating to Leases, Franchises, and Conveyances be amended to authorize Council to lease City owned property for 40 years or less by Council resolution or ordinance?

YES ()

NO ()

CITY OF EL PASO PROPOSITION D

Text of Amendment

Amending Section 3.5 of the City Charter, relating to City Council Procedures and Rules, to read in pertinent part as follows:

Section 3.5 A CITY COUNCIL PROCEDURES AND RULES

Meetings. Regular meetings of the Council shall be held in Council chambers no less than once every other week at such times as may be prescribed by resolution, except that Council may reschedule meetings by resolution to allow for City holidays, but must have no less than two regular meetings per month. The Mayor may cancel a meeting if necessary due to a Federal, State or Local declared emergency.

City of El Paso Special Election for Charter Amendment **Ballot Proposition D**

Should section 3.5A of the City Charter be amended to allow Council to reschedule meetings by resolution to allow for City holidays but shall hold no less than two regular meetings per month?

YES ()

NO ()

CITY OF EL PASO PROPOSITION E

Text of Amendment

Section 3.5 A CITY COUNCIL PROCEDURES AND RULES

Meetings. Regular meetings of the Council shall be held in Council chambers no less than once every other week at such times as may be prescribed by resolution, except that Council may reschedule meetings by resolution to allow for City holidays, but must have no less than two regular meetings per month. The Mayor may cancel a meeting if necessary due to a Federal, State or Local declared emergency.

City of El Paso Special Election for Charter Amendment **Ballot Proposition E**

Should section 3.5A of the City Charter be amended to allow the Mayor to cancel a meeting if necessary due to a Federal, State or Local declared emergency?

YES ()

NO ()

CITY OF EL PASO PROPOSITION F

Text of Amendment

Amending Sections 3.9B relating to Ordinances, 3.10B relating to emergency ordinances, 6.1-12 relating to civil service hearing officers to read in pertinent part as follows:

Section 3.9 ORDINANCES IN GENERAL.

B. Legislative Procedure. Except as provided in Section 3.13, an ordinance may be introduced by any Council member at any meeting of the Council. A proposed ordinance must be filed with the City Clerk in sufficient time for inclusion on the agenda for the Council meeting at which it is to be introduced. Upon such filing the City Clerk shall distribute copies to each member of the Council and to the City Manager. ~~A reasonable number of copies shall be available in the office of the City Clerk, and at such other public places as the Council may designate, for examination by interested persons.~~ No ordinance shall be adopted finally except at a regular open meeting of the Council following notice, publication, and a public hearing. The notice shall contain:

- 1.The proposed ordinance or a brief summary thereof;
- 2.The places where copies of it have been filed and the times when they are available for public examination; and
- 3.The time and place for the public hearing. The notice shall be published by any contemporary means of information sharing, including but not limited to publication in a newspaper of general circulation in the City or placement on a website at least five days prior to the public hearing. The hearing may be held by a designated Council committee or the Council separately or in connection with any Council meeting and may be adjourned to a specified time. All interested persons present shall have an opportunity to be heard. As soon as practicable after adoption of any ordinance, the City Clerk shall publish it again, with notice of its adoption, in abstract form, by any contemporary means of information sharing. These abstracts must state, at a minimum, the purpose of the ordinance and, where penal, the penalty provided. In any event, the publication must be written so as to be understood by an average person.

Section 3.10B EMERGENCY ORDINANCES.

Procedures. An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it may be introduced on one ~~two~~ hours' public notice, and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing the emergency in clear and specific terms. An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced, but the unanimous vote of the Council members ~~Representatives~~ present, ~~and the consent of the Mayor,~~ shall be required for adoption.

Section 6.1-12 HEARING OFFICERS.

The Commission will appoint one or more compensated hearing officers to hear appeals made under Section 6.13-4. The need for hearing officers in excess of one shall be determined jointly by the Commission and the City Manager. Hearing officers will perform those duties and functions necessary to render a recommendation to the Commission on the matter in dispute.

The hearing officers will serve at the Commission's pleasure, and ~~will not be classified. Reasonable compensation shall be paid by the City. will be procured through the City's procurement process.~~

City of El Paso Special Election for Charter Amendment **Ballot Proposition F**

Shall Sections 3.9B, 3.10B, 6.1-12 of the City Charter be amended to eliminate provisions which have become inoperative because they have been superseded by state law; replace obsolete references and update terminology to current legal usage?

YES ()

NO ()

CITY OF EL PASO PROPOSITION G

Text of Amendment

Amending Section 3.11 of the City Charter, relating to Initiatives to read in pertinent part as follows:

Section 3.11 INITIATIVE.

Any five registered voters, referred to in this section as the committee, may initiate an ordinance that complies with federal, state and local law by filing with the City Clerk a statement that they intend to circulate a petition, however no ordinance may be initiated through this process regarding required appropriation or allocation of City funds, zoning or rezoning, levy of taxes, setting utility rates, purchase or sale of an interest in real property or granting a franchise. Such statement must include the names and addresses of the committee members, the full text of the proposed ordinance, and the designated lead committee member.

The City Clerk shall place the proposed Ordinance on the City Council Agenda for introduction within thirty days after receiving the statement, followed by a public hearing at the second

reading. If City Council fails to adopt the ordinance, or adopts it with amendments, the City Clerk will notify the committee through the lead committee member.

If the committee still wishes to seek adoption of the ordinance after Council fails to adopt, or does not agree to Council's amendments, it will then have 180 calendar days after notice from the City Clerk to complete the petition by gathering signatures in the form required by state law, including but not limited to original signature, printed name, residence address and date of birth or voter registration of ~~Whenever~~ a number of registered voters equal to at least five percent of the voters who voted in the last general City election, sign a ~~The~~ petition must setting forth the precise content of ~~an the~~ ordinance desired by the ~~petitioners, signers,~~

Within thirty working days, the City Clerk shall review the petition to verify if it meets all requirements, and if authenticated with the required number of signatures, the Council must place that ordinance on the agenda of a Council meeting to be held within thirty working days of the ~~receipt, authentication~~ by the City Clerk, of the petition bearing the authenticated names and addresses of the petitioners. Such an item shall be treated by the Council exactly as any other proposed ordinance.

Should an ordinance proposed by such petition not be enacted by the If Council does not adopt, or should it be enacted adopts the proposed ordinance in an amended form, a second petition, signed by a number of registered voters equal to at least five percent of the voters who voted in the last general City election, may be submitted to the City Clerk and that official shall have twenty working days in which to authenticate the signatures and thereafter must place the re proposed ordinance on the ballot at the next citywide general election specified in State law, if the proposal receives ~~d~~ the favorable vote of a majority of those voting in that election it shall thereupon become a City ordinance.

The Council is not obliged to consider the same ordinance initiated by petition, or one that is substantially the same, more often than once in: two years.

City of El Paso Special Election for Charter Amendment **Ballot Proposition G**

Should section 3.11 relating to the initiative petition of the City Charter be amended to remove the requirement for a second petition, and institute a process for the public to initiate a City ordinance?

YES ()

NO ()

CITY OF EL PASO PROPOSITION H

Text of Amendment

Amending Section 1.2 relating to Definitions, 3.5E relating to City Council Procedures

and Rules, 3.6 relating to Legislative Committees, 4.1B Power of the Mayor, 4.3 relating to Mayor Pro Tempore and 7.3 relating to budget procedures of the City Charter effective the first City Council meeting January of 2025, to read in pertinent part as follows:

Section 1.2 - DEFINITIONS

As used in this Charter, the term "laws of Texas" shall include the Constitution and statutes of the State of Texas, the common law as it exists in the State of Texas, and appropriate case law. As used herein, "State" shall mean the State of Texas; "City" shall mean the City of El Paso; "City Council" or "Council" shall mean the Mayor and Representatives of the City of El Paso, with the Mayor being a ~~non-voting~~ voting member of Council; ~~provided, however, the Mayor shall not be considered a member of Council for items and matters requiring a super-majority vote of all members of the governing body~~; and "department" shall mean any City agency, office, bureau or other organizational unit.

Section 3.5 E CITY COUNCIL PROCEDURES AND RULES

~~Veto-Effective Date.~~ Ordinances and resolutions finally adopted by the Council shall be filed in the office of the City Clerk and signed by the Mayor before they take effect. ~~If the Mayor vetoes the ordinance or resolution, reasons shall be set forth by the Mayor in writing, and the ordinance or resolution with those reasons shall be returned to the Council. However, the Mayor shall not have any veto power over any City Council action which removes the City Manager or the City Attorney. To override the Mayor's veto, three-fourths of all of the Representatives must vote in favor of the returned ordinance or resolution, in which event the adopted ordinance or resolution shall become law.~~ If the Mayor shall either fail to ~~approve or object in writing~~ sign to any adopted ordinance or resolution within five days after it has been filed with the City Clerk, exclusive of the day of filing, it shall become law.

Section 3.6 LEGISLATIVE COMMITTEES

A. The ~~Representatives~~ members of Council may resolve themselves into committees, both standing and special, when this is convenient for the conduct of legislative business, including the investigative powers described in Section 3.8. Rules governing the organization and procedures of these committees shall be made by the Council, ~~and the Mayor shall have no power to veto any of those rules except upon grounds of illegality.~~

Section 4.1B POWERS OF THE MAYOR

The Mayor shall be a voting member of City Council and preside over the City Council meetings, having the power to propose legislation; represent the City in intra-governmental and intergovernmental relationships; appoint with the consent of the Council the members of citizen advisory boards and commissions; make appointments and perform duties pursuant to federal and state law; present an annual state of the City message, ~~break tie votes, veto legislation except for any City Council action which removes the City Manager or the City Attorney~~ convene the Council in special session and perform other duties specified by the Council.

Section 4.3 – MAYOR PRO TEMPORE

A. At the first meeting upon the start of new terms of office following each general election, the Council shall elect from among the Representatives a Mayor Pro Tempore, who shall hold that office for a two year term. Should the office of Mayor Pro Tempore become vacant, the Council shall elect a new Mayor Pro Tempore.

B. During the absence or disability of the Mayor, the Mayor Pro Tempore shall act as Mayor, ~~but shall vote as a Representative, and shall have no veto power.~~

Section 7.3 – BUDGET PROCEDURES

The procedures here stated shall govern adoption of the annual budget and the appropriations of monies pursuant thereto.

D. Adoption. The budget shall be adopted by resolution, ~~subject to the Mayor's veto,~~ not later than the day before the first day of the City's fiscal and budget year; but, in the event the budget is not adopted, the appropriation for personnel and essential operating supplies made in the previous year shall be extended until the new budget is adopted.

City of El Paso Special Election for Charter Amendment **Ballot Proposition H**

Should section 1.2, 3.5E , 3.6, 4.1B, 4.3, and 7.3 of the City Charter be amended to authorize the Mayor to vote on all City Council agenda items and remove the Mayor's tie-breaking and veto capacity effective the first City Council meeting of January 2025?

YES ()

NO ()

CITY OF EL PASO PROPOSITION I

Text of Amendment

Amending Section 6.1-4 of the City Charter, relating to Civil Service qualifications to read in pertinent part as follows:

Section 6.1-4 QUALIFICATIONS.

Members of the Commission must be residents of the City at the time of their appointment and remain a resident of the City throughout their term of office. No Commissioner shall be related in any manner described in Article III, Section 3.3 B to any employee of the City, the Public Service Board, or any entity that has a contract with the City to operate or manage any City facility or department, nor hold any salaried public office or other employment compensated by the City, and any violation of this provision shall be deemed malfeasance in office and cause for removal therefrom. ~~At least two Commissioners must hold or have retired from positions other than managerial or professional. The City should adopt rules that reflect the diversity of the community and City workforce.~~ No more than three Commissioners may be former city

employees, and any such Commissioners are not eligible for appointment until two years following separation from the City. Any commissioner may be either actively employed or retired.

City of El Paso Special Election for Charter Amendment
Ballot Proposition I

Should 6.1-4 of the City Charter be amended to allow for appointment of Civil Service Commissioners that reflect the diversity of the community and City workforce?

YES ()

NO ()

CITY OF EL PASO PROPOSITION J

Text of Amendment

Amending Section 6.2-2 of the City Charter, relating to the unclassified services and 6.2-3B, relating to appointment and removal of unclassified personnel to read in pertinent part as follows:

Section 6.2-2 UNCLASSIFIED SERVICES.

The unclassified services shall include only the following positions:

A. The City Attorney, Assistant City Attorneys, law clerks and paralegal personnel;

B. The Mayor's executive secretary(s) and Executive Assistant(s);

~~C. Hearing officer(s) and the Commission Recorder;~~

~~D. All elected officials;~~

~~E. D. Members of all City boards, commissions, and committees who serve without compensation;~~

~~F. E. Employees hired by contract, and short-term or limited-funding grant-funded employees as designated by the City Manager and hired on or after the effective date of this amendment;~~

~~G. F. The City Manager;~~

~~H. G. All executive level employees, and executive staff or salaried professional employees reporting directly to the City Manager;~~

~~I. H~~ Employees hired on or after May 18, 2007 who work at the Metropolitan Planning Organization; and

~~J. I.~~ Persons given provisional and temporary appointments who are not classified employees at the time of such appointment.

~~K. J.~~ A person hired solely as a District Representative's legislative aide for the limited period of the term of office for that District Representative.

Section 6.2-3 – APPOINTMENT AND REMOVAL OF UNCLASSIFIED PERSONNEL

B. Except as otherwise provided by law or in this Charter, unclassified personnel may be removed by the City Manager or designee, who may establish written procedures for removal.; ~~except for hearing officers and the Commission Recorder, who may be removed only by a majority vote of the commissioners.~~

City of El Paso Special Election for Charter Amendment **Ballot Proposition J**

Should Section 6.2-2 relating to Unclassified Services and 6.2-3 relating to appointment and removal of unclassified personnel be amended to align the person carrying out the role of civil service commission recorder with all other unclassified City employees who may be removed by the City Manager or designee in accordance with the City Charter?

YES ()

NO ()

CITY OF EL PASO PROPOSITION K

Text of Amendment

Amending Section 6.7-1 and 6.8-1 of the City Charter, relating to penalty for deceit in examinations, examinations and eligibility to read in pertinent part as follows:

Section 6.7-1 PENALTY FOR DECEIT IN EXAMINATION.

~~An applicant in any examination who uses or attempts to use any unfair or deceitful means to pass the examination shall be excluded from further participation in the examination and the papers not rated, except as may be provided in the applicable Rules or policies and procedures.~~
(Reserved.)

Section 6.8-1 EXAMINATION AND ELIGIBILITY

The Human Resources Director shall establish administrative policies and procedures for the promotion process, ~~including examination~~ and eligibility, consistent with the provisions of this Article and all applicable federal and state employment laws. ~~Promotion to any position in the Civil Service shall be by examination weighed by seniority and performance record, except as otherwise provided in the Charter or Rules. Eligibility criteria and rating factors for promotions shall be established by Rule and shall include a credit for seniority.~~

City of El Paso Special Election for Charter Amendment Ballot Proposition K

Should Section 6.7-1 be deleted and 6.8-1 relating to Examinations of the City Charter be amended to allow the City to establish Civil Service Rules, policies and procedures for the promotion of City employees?

YES ()

NO ()

CITY OF EL PASO PROPOSITION L

Text of Amendment

Amending Section 6.13-11D of the City Charter, relating to pensions plans to read in pertinent part as follows:

Section 6.13-11D PENSION PLANS.

Firemen and Policemen Pension Fund of El Paso. The City shall continue to augment the Firemen and Policemen Pension Fund of El Paso in a manner consistent with the laws of Texas. To augment the Firemen and Policemen Pension Fund, the Council shall in each fiscal year beginning after November 2022, ~~February, 1968~~, appropriate no less than eighteen percent of the total amount expended for wages of the participants, and may increase this contribution rate as allowed by the relevant state law requirements based on a qualified actuary's report; an amount equal to three times the amount paid into the fund by the participants therein; provided that the amount contributed by the City shall not exceed eighteen percent of the total amount expended for salaries of the participants; provided further, however, that in the event age limits for participation in the pension fund, or any division of the fund, are increased as permitted by law and the raising of the age limits causes an increase in funding costs as determined by an actuary, the City shall appropriate an amount equal to such cost increase notwithstanding that such increased appropriation may exceed the otherwise determined eighteen percent of the total amount expended for salaries of the participants, but such increased appropriation shall in no case exceed eighteen and one-half percent of the total amount expended for wages ~~salaries~~ of the participants.

City of El Paso Special Election for Charter Amendment
Ballot Proposition L

Should section 6.13-11D relating to the police and fire pension fund be amended to establish that the City of El Paso shall contribute to the El Paso Policemen and Firemen Pension Fund no less than eighteen percent of the total amount expended for wages of the participants, and any increase to the contribution rate shall be as allowed by state law ?

YES ()

NO ()

SECTION 2 – BALLOTS

The official ballots for said election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote "YES" or "NO" on the proposition, with the ballots to contain such provisions, markings and language as required by law, and with the proposition to be expressed substantially as set forth in section 1, above.

SECTION 3 – EARLY VOTING CLERK

Lisa Wise, El Paso County Elections Administrator, 500 E. San Antonio, Suite 314, El Paso, Texas, 79901, is hereby appointed as Early Voting Clerk. Applications for ballot by mail must be received no later than the close of business on October 28, 2022, sent to this address.

SECTION 4 – EARLY VOTING

Early voting by personal appearance shall be conducted at the El Paso County Courthouse, located at 500 E. San Antonio, El Paso, Texas 79901. In addition, early voting may also occur at such early voting polling places as are designated herein or otherwise designated by the El Paso County Elections Administrator and posted at City Hall by the City Clerk. The locations and hours for early voting by personal appearance shall be authorized for such election as set forth in Exhibit "A," which may be amended.

In addition, mobile voting stations may be authorized and used for early voting at publicly owned buildings in the City as established by the El Paso County Elections Administrator. The City Clerk is authorized to make corrections or revisions to the list of these mobile stations, including the respective hours for early voting by personal appearance at these stations. The City Clerk is further authorized to make corrections or revisions to the list of early voting stations as set forth above, including the respective hours for early voting by personal appearance at these stations, and revise and correct all election notices regarding the early voting locations and the mobile voting stations, and the dates and times for such voting.

For purposes of processing ballots cast in early voting, the election officers for the Early Voting Ballot Board shall be appointed and designated in accordance with the provisions of the election agreement with El Paso County.

SECTION 5 – NOTICE OF ELECTION

The City Clerk shall give notice of such election by posting a notice of such election in English and Spanish in the Office of the City Clerk as provided by law and by publishing a copy of said notice in both English and Spanish in a newspaper in the City as required by law. Additionally, in accordance with Section 9.004(c) of the Local Government Code, notice shall be published in a newspaper of general circulation in El Paso on the same day, in each of two consecutive weeks, with the first publication occurring on or before the 14th day before election day. The notice shall contain a substantial copy of the proposed amendment.

The City Clerk shall deliver notice of this election to the County Clerk and voter registrar of El Paso County no later than Monday, October 24, 2022, or as otherwise required by law.

SECTION 6 – ELECTION SERVICES CONTRACT AND PROCEDURAL MATTERS

The City Manager is hereby authorized to execute the necessary contract(s) and agreements, joint or otherwise, with the El Paso County Elections Administrator, or any other public entity, for the purpose of having El Paso County furnish all or any portion of the election services and equipment needed by the City Clerk to conduct the election. The contract document and election services provided therein shall conform to Chapter 31, Subchapter D, of the Texas Election Code and all other applicable statutes and laws.

The election services contract with the County shall provide (a) the type of electronic voting equipment to be used for early voting by personal appearance and on election day, (b) notification and training for election judges and clerks, (c) an estimate and final payment terms for the election services provided, (d) agreements for early voting equipment and voting machine rental, and (e) other procedures necessary to conduct the election.

Matters contained in this ordinance relating to discretionary, procedural matters may be amended by approval of the City Manager, and procedural matters not established by this ordinance will be established by resolution of City Council.

SECTION 7 – VOTING MACHINES AND ELECTION RESULTS

Voting machines used for the conduct of the election, shall be procured, maintained, operated, sealed and the votes therefrom tabulated pursuant to procedures established and authorized by the laws of the State of Texas.

The results of the election shall be certified, canvassed, and returned in the form and manner prescribed by law.

SECTION 8 – OTHER ACTION AND COMPLIANCE WITH APPLICABLE LAWS

The City Manager and City Clerk, in consultation with the City Attorney, are hereby authorized and directed to take any additional action necessary to comply with provisions of the Texas Election Code or other state and federal statutes and constitutions in carrying out the conduct of the election, whether or not expressly authorized herein.

SECTION 9 – SEVERABILITY

That should any part, section, subsection, paragraph, sentence, clause or phrase contained in this ordinance be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this ordinance, but in all respects said remaining portion shall be and remain in full force and effect.

SECTION 10 – EFFECTIVE DATE

This Ordinance shall be in force and effect from and after the date of its adoption, and it is so ordained.

APPROVED this ____ day of August, 2022.

CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

APPROVED AS TO FORM:

Laura D. Prine
City Clerk

Kristen L. Hamilton-Karam
Senior Assistant City Attorney



External Quality Control Review

of the
City of El Paso Internal Audit Office

Conducted in accordance with guidelines of the
Association of Local Government Auditors
for the period September 1, 2016 through June 30, 2019



Association of Local Government Auditors

January 30, 2020

Edmundo Calderon, Chief Internal Auditor
218 N. Campbell St.
El Paso, TX 79901

Dear Mr. Calderon,

We have completed a peer review of the City of El Paso Internal Audit Office for the period September 1, 2016 through June 30, 2019. In accordance with generally accepted government auditing standards peer review requirements, we followed the standards and guidelines contained in the *Peer Review Guide* published by the Association of Local Government Auditors (ALGA).

We reviewed the internal quality control system of your audit organization and conducted tests in order to determine whether your internal quality control system was adequately designed and operating effectively to provide reasonable assurance of compliance with *Government Auditing Standards* issued by the Comptroller General of the United States and applicable legal and regulatory requirements. Our procedures included:

- Reviewing the audit organization's written policies and procedures.
- Reviewing internal monitoring procedures.
- Reviewing a sample of audit engagements, investigations, and nonaudit services and working papers.
- Reviewing documents related to independence, training, and development of auditing staff.
- Interviewing auditing staff, management, and members of the Audit Committee to assess their understanding of, and compliance with, relevant quality control policies and procedures.

Due to variances in individual performance and judgment, compliance does not imply adherence to standards in every case but does imply adherence in most situations. Organizations can receive a rating of pass, pass with deficiencies, or fail. City of El Paso Internal Audit Office has received a rating of pass.

Further, based on the results of our review, it is our opinion that the City of El Paso Internal Audit Office's internal quality control system was adequately designed and operating effectively to provide reasonable assurance of compliance with *Government Auditing Standards* and applicable legal and regulatory requirements for audit engagements, investigations, and nonaudit services during the September 1, 2016 through June 30, 2019 period.

D. Lamar Norwood
Senior Internal Auditor
City of Raleigh

Crystal Turner
Senior Auditor
Mecklenburg County

Yolanda Vanessa Lockett
Deputy Chief Audit Executive
DeKalb County



External Quality Control Review

of the
City of El Paso Internal Audit Office

Conducted in accordance with guidelines of the
Association of Local Government Auditors
for the period September 1, 2016 through June 30, 2019



Association of Local Government Auditors

January 30, 2020

Edmundo Calderon, Chief Internal Auditor
218 N. Campbell St.
El Paso, TX 79901

Dear Mr. Calderon,

We have completed a peer review of the City of El Paso Internal Audit Office for the period September 1, 2016 through June 30, 2019. In conducting our review, we followed the standards and guidelines contained in the *Peer Review Guide for Assessing Conformance with International Standards for the Professional Practice of Internal Auditing* by the Association of Local Government Auditors (ALGA).

We reviewed the internal quality control system of your audit organization and conducted tests in order to determine if your internal quality control system operated to provide reasonable assurance of conformance with the *International Standards for the Professional Practice of Internal Auditing (the Standards)* issued by the Institute of Internal Auditors as part of their *Professional Practices Framework*. Due to variances in individual performance and judgment, conformance does not imply adherence to standards in every case, but does imply adherence in most situations.

Based on the results of our review, it is our opinion that the City of El Paso Internal Audit Office internal quality control system was suitably designed and operating effectively to provide reasonable assurance of conformance with *the Standards* for assurance and consulting engagements during the September 1, 2016 through June 30, 2019.

We have prepared a separate letter offering suggestions to further strengthen your internal quality control system.

D. Lamar Norwood
Senior Internal Auditor
City of Raleigh

Crystal Turner
Senior Auditor
Mecklenburg County

Yolanda Vanessa Lockett
Deputy Chief Audit
Executive
DeKalb County



Association of Local Government Auditors

January 30, 2020

Edmundo Calderon, Chief Internal Auditor
218 N. Campbell St.
El Paso, TX 79901

Dear Mr. Calderon,

We have completed a peer review of the City of El Paso Internal Audit Office (Office) for the period September 1, 2016 through June 30, 2019 and issued our report dated January 30, 2020. We are issuing this companion letter to offer certain observations and suggestions stemming from our peer review.

We would like to mention some of the areas in which we believe your office excels:

- Work papers are well documented, understandable, and consistent across all engagements reviewed.
- The Office has established a culture and expectation of independence and objectivity within the organization.
- The Internal Audit Office is highly regarded and considered a valuable resource by the organization.
- The Office staff contain highly qualified professionals holding a variety of certificates and licenses which increase the value of their work product.

We offer the following observations and suggestions to enhance your Office's demonstrated conformance to *International Standards for the Professional Practice of Internal Auditing*:

- Observation 1: Standard 1320 requires the chief audit executive communicate the results of the quality assurance and improvement program (both internal and external) to senior management and the board.

The chief internal auditor communicates that the office has an internal quality assurance and improvement program along with the elements of the review to the governing board. However, this communication does not indicate review results.

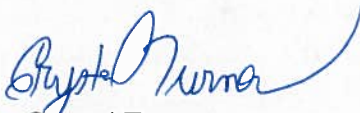
Suggestion 1: We suggest the Office include the results of the quality assurance and improvement program in their annual communication to the governing board.

We extend our thanks to you, your staff, and the other city officials we met for the hospitality and cooperation extended to us during our review.

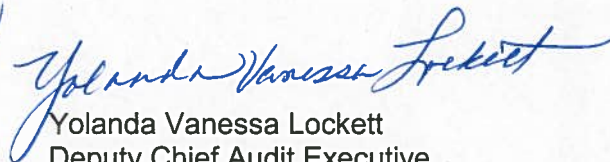
Sincerely,



D. Lamar Norwood
Senior Internal Auditor
City of Raleigh



Crystal Turner
Senior Auditor
Mecklenburg County



Yolanda Vanessa Lockett
Deputy Chief Audit Executive
DeKalb County



Internal Audit Office

Mayor
Dee Margo

City Council

District 1
Peter Svarzbein

District 2
Alexsandra Annello

District 3
Cassandra Hernandez

District 4
Dr. Sam Morgan

District 5
Isabel Salcido

District 6
Claudia Ordaz Perez

District 7
Henry Rivera

District 8
Cissy Lizarraga

City Manager
Tommy Gonzalez

January 30, 2020

D. Lamar Norwood
Association of Local Government Auditors
449 Lewis Hargett Circle, Suite 290
Lexington, KY 40503

Dear Lamar,

Please accept my sincere thanks to you, Crystal, and Yolanda for all the hard work in completing the Peer Review of our office. I completely understand the time commitment made by you and the team in traveling to El Paso to complete the Peer Review. We also appreciate the positive comments made in your final report.

In response to Observation 1 made in the final report regarding the review of our operation under the International Standards for the Professional Practice of Internal Auditing. Our office will make the revision in our 4th Quarter Update to the Annual Audit Plan to include a statement regarding the results of our annual internal assessment of our Quality Assurance and Improvement Review. The 4th Quarter Update to the 2019-2020 Audit Plan will include this statement. Also going forward we include this statement in every 4th Quarter Update to the Audit Plan.

Regarding the final report under the Generally Accepted Government Auditing Standards, we appreciate your rating of pass.

Again, please accept my appreciation to you, Crystal, and Yolanda for traveling to El Paso, TX to complete our Peer Review. I hope you all had a great time and enjoyed your time in El Paso. Finally, special thanks to Paula Ward for coordinating the Peer Review. All of you are always welcome to visit our office and enjoy El Paso.

Very Truly Yours,

Edmundo S. Calderon, CIA, CGAP, CRMA
Chief Internal Auditor
City of El Paso, TX

Edmundo S. Calderon, CIA, CGAP, CRMA – Chief Internal Auditor
City 2 | 218 N. Campbell | El Paso, Texas 79901 | (915) 212-0069



Proposed Charter Amendments

Public Hearing

February 7, 2023

Ordinance Ordering a Special Election for May 6, 2023



PROPOSED AMENDMENTS FOR SPECIAL ELECTION INCLUDE:

- A. Section 3.1:** to allow District Representatives to appoint and remove District Office Staff
- B. Section 3.18:** to allow City Council to authorize leases for 40 years or less by Resolution or Ordinance
- C-D. Section 3.5A:** to allow Council to reschedule meetings for holidays and allow the Mayor to cancel a Council meeting if required due to a Declared Emergency (2 measures)
- E. Section 3.9B, 3.10B, and 6.1-12:** to align to State law and update obsolete references
- F. Section 6.1-4:** to authorize the City to create a policy regarding appointments to the Civil Service Commission to reflect the community and City Workforce
- G. Section 6.7-1 and 6.8-1:** to allow the City to establish more flexible policies in hiring employees
- H. Section 6.13-11D:** to establish the City contribution to the Police and Fire Pension Fund of no less than 18% of the wages of the participants, and remove the limit on the City's contribution
- I. Section 3.11:** to remove the requirement for a second petition in initiatives and provide a procedure for citizens to Initiate City Ordinances
- J. Section 3.20B:** to change the reporting structure for the Chief Internal Auditor to report directly to City Council

Council-Approved Amendment for Sec. 3.11

ARTICLE III SECTION 3.11 INITIATIVE: review the initiative petition process for benchmarking purposes.

PROPOSED BALLOT LANGUAGE:

- ☐ Should section 3.11 relating to the initiative petition of the City Charter be amended to remove the requirement for a second petition, and institute a process for the public to initiate a City ordinance, and to clarify that no ordinance may be initiated through this process appropriating or allocating City funds, zoning or rezoning, levy of taxes, setting utility rates, purchase or sale of an interest in real property, or granting a franchise?

Council-Approved Amendment for Sec. 3.11

PROPOSED AMENDED LANGUAGE:

..., no ordinance may be initiated through this process ~~regarding required~~ appropriating or allocating ~~of~~ City funds, zoning or rezoning, levy of taxes, setting utility rates, purchase or sale of an interest in real property, or granting a franchise.



Council-Approved Proposition to Amend Sec. 3.20B

MOTION MADE ON JAN. 24, 2023:

Motion made by Rep. Kennedy, seconded by Rep. Annello and carried to add a Charter Amendment to change the reporting structure of the Internal Auditor so the position reports directly to City Council.

Council-Approved Proposition to Amend Sec. 3.20B

SECTION 3.20B INTERNAL AUDIT FUNCTION PROPOSED AMENDED LANGUAGE:

1. The Council shall establish and create an internal audit function to ensure that appropriate internal audits will be performed in accordance with professionally recognized auditing standards of the operations of all City departments, offices, agencies and programs.
2. The function shall be staffed by a Chief Internal Auditor and such other appropriate positions as are authorized by the Council who shall report to the Chief Internal Auditor. City employees in such positions shall be protected by the Civil Service System rights and processes (related to discipline) that are afforded to classified employees, even if considered unclassified by other sections of this Charter or the City's Civil Service System.

Council-Approved Proposition to Amend Sec. 3.20B

SECTION 3.20B INTERNAL AUDIT FUNCTION (CONT.)

3. Consistent with the provisions of this Charter, the Council shall by ordinance or resolution provide for the powers and duties of the Chief Internal Auditor as needed for the performance of the function.
4. The Financial and Audit Oversight Committee shall maintain legislative oversight over the internal audit function as provided in Section 3.6 B.
5. On and after the effective date of this amendment, the Chief Internal Auditor shall be appointed and removed by, and report to the ~~City Manager subject to the approval of the~~ Council. The City Manager shall maintain operational oversight over the internal audit function and be responsible for the implementation of any audit recommendations for changes to City administrative procedures and operations as requested by the Council.

Council Approved Proposition to amend Sec. 3.20B

2023 PROPOSED BALLOT LANGUAGE:

- ☐ Should Section 3.20B of the El Paso City Charter be amended to change the reporting structure of the Chief Internal Auditor so the position reports directly to City Council, and to provide Civil Service protections to employees in positions that report to the Chief Internal Auditor?

Background History and Best Practices

DUE DILIGENCE PROCESS



Internal Auditor: Best Practice

ABOUT THE INSTITUTE OF INTERNAL AUDITORS

Attribute Standards

1100 – INDEPENDENCE AND OBJECTIVITY

The internal audit activity must be independent, and internal auditors must be objective in performing their work.



The Institute of
Internal Auditors

Interpretation

Independence is the freedom from conditions that threaten the ability of the internal audit activity to carry out internal audit responsibilities in an unbiased manner. To achieve the degree of independence necessary to effectively carry out the responsibilities of the internal audit activity, the chief audit executive has direct and unrestricted access to senior management and the board. This can be achieved through a dual-reporting relationship. Threats to independence must be managed at the individual auditor, engagement, functional, and organizational levels.

Internal Auditor: Background History

HISTORY

- In 2010, City Council the El Paso City Code to codify the Internal Audit function.
- In 2012, City Council creates the Financial and Audit Oversight Committee by resolution to provide legislative oversight of the Internal Audit function.
- In 2013, the City Council activates an Ad Hoc Charter Advisory Committee that was asked to consider the Internal Audit Function.

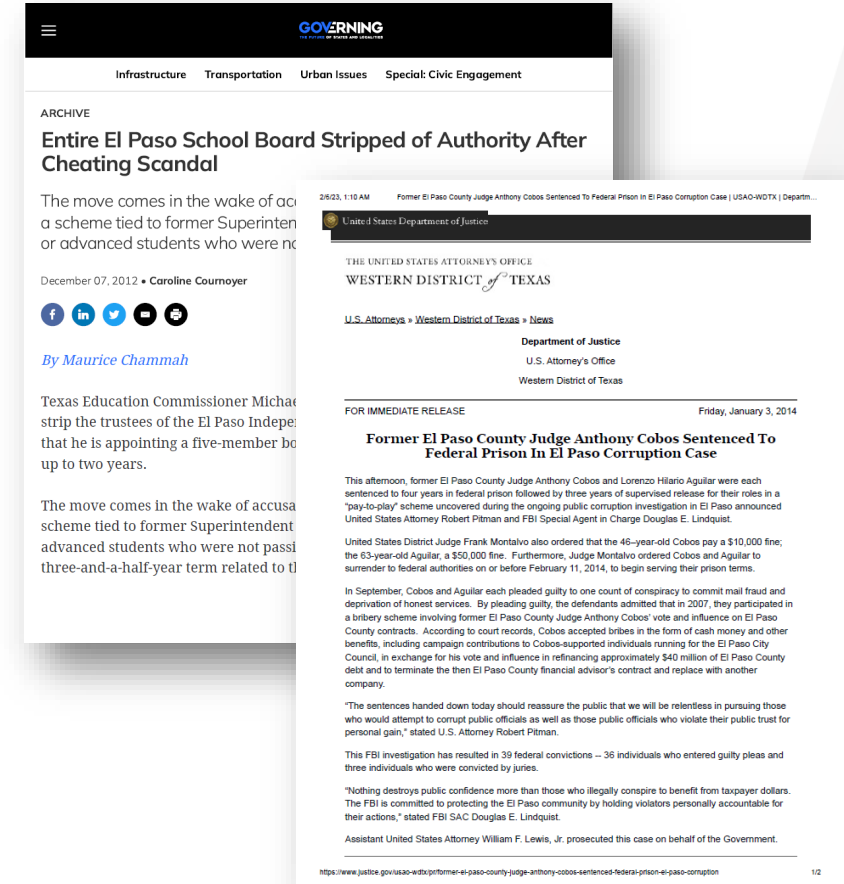
Previous Learning Opportunities

Auditor Reports to Elected

2011: FBI uncovers bribery scheme involving former County Judge's vote and influence on County contracts

Auditor Reports to Administrator

2012: U.S. Attorney's Office conducts an investigation into no-bid contract and cheating scheme involving El Paso ISD Superintendent



<https://www.governing.com/archive/tt-el-paso-school-board-cheating-scandal.html>

<https://www.justice.gov/usao-wdtx/pr/former-el-paso-county-judge-anthony-cobos-sentenced-federal-prison-el-paso-corruption>

2013 Voter-Approved Sections 3.6B and 3.20B

RESOLUTION

WHEREAS, the City Manager is the Chief Administrative Officer of the City of El Paso and as such is responsible to the City Council for the administration of all City affairs placed in the City Manager's charge by or under the El Paso City Charter ("Charter");

WHEREAS, the Charter provides that City Manager shall direct and supervise the administration of all departments, offices and agencies of the City except as provided by the Charter or by law;

WHEREAS, the Charter provides that City Council may exercise the power to adopt any administrative code and establish, abolish, alter or combine any City department by adoption of an ordinance only;

WHEREAS, on August 24, 2010 the El Paso City Council adopted ordinance Number 017383 to amend Title 2 of the El Paso City Code (Administration and Personnel) to revise the structure of the City Manager's Office to create the internal audit function as well as other matters;

WHEREAS, the function of the internal auditor was established as a function of the City Manager's Office, shall be staffed by the City's Chief Internal Auditor ("Internal Auditor") and such other appropriate positions as are authorized by City Council; provided, however that the City Manager may assign duties to other departments and staff as she deems appropriate;

WHEREAS, the Internal Auditor and his designees shall perform such internal auditing functions relating to City operations as are needed and required by the City Manager and the City Council; and

WHEREAS, the City Council desires to create a Financial and Audit Oversight Committee for the purpose of providing legislative oversight of the function of the Internal Auditor; to review other financial policies of the City and to formulate recommendations for the City Council regarding City finances and other matters referred to the Financial and Audit Oversight Committee by the City Council; or which the City Manager presents to the committee for consideration.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. Creation of Committee: By adoption of this Resolution, the City Council has established the Financial and Audit Oversight Committee ("FAOC") which shall be comprised of the following:

- 4 members of City Council;
- Internal Auditor
- City Manager or her designee

HISTORY

The current Charter language is based on:

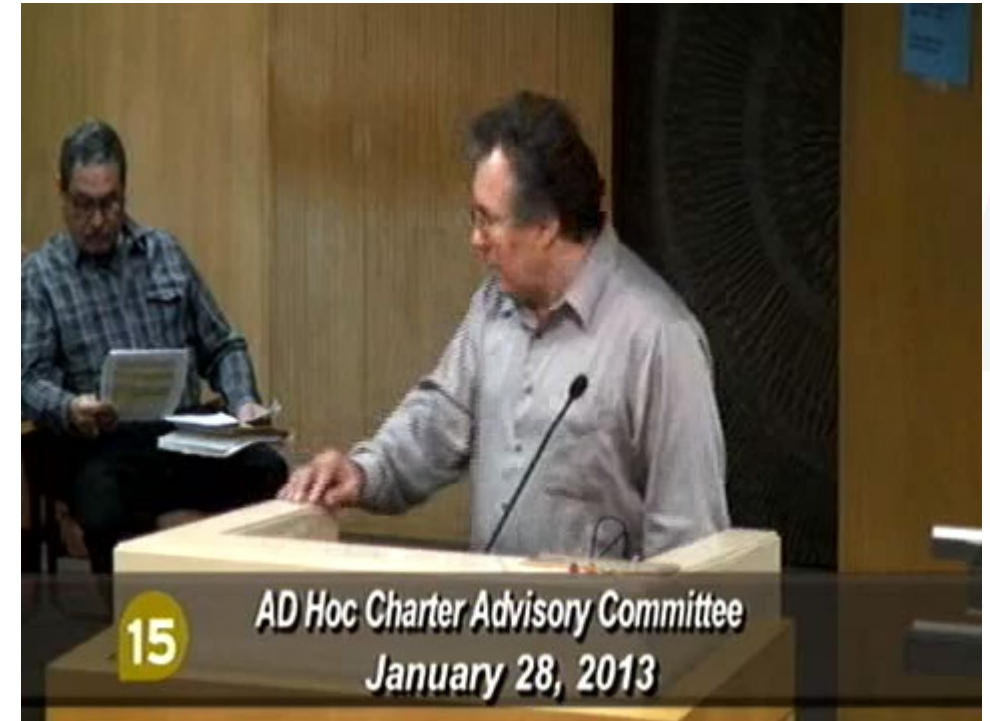
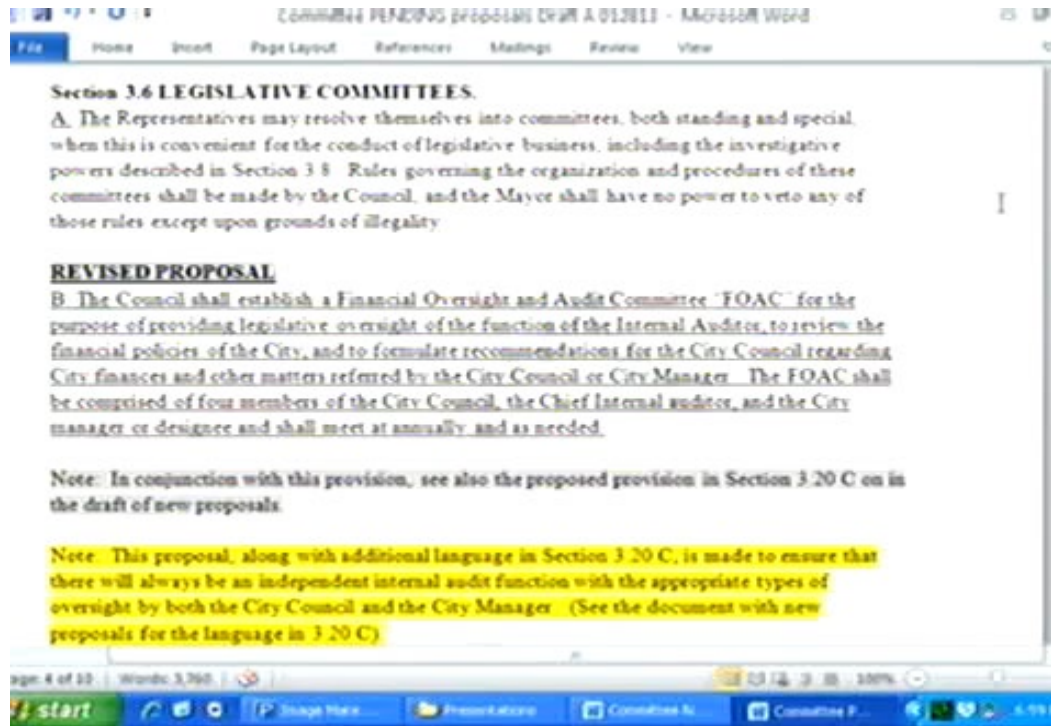
- Section 2.110.030 of the City Code
- a Resolution of the Council adopted on August 21, 2012, creating Audit Oversight
- recommendations submitted in a study conducted by KPMG Global (an international independent external auditor)

Sections 3.6B and 3.20B, 2. as adopted:

- allowed for dual reporting structure and solidified transparency
- was modeled after International Standards for the Professional Practice of Internal Auditing

2013 Voter-Approved Sections 3.6B and 3.20B

HISTORY



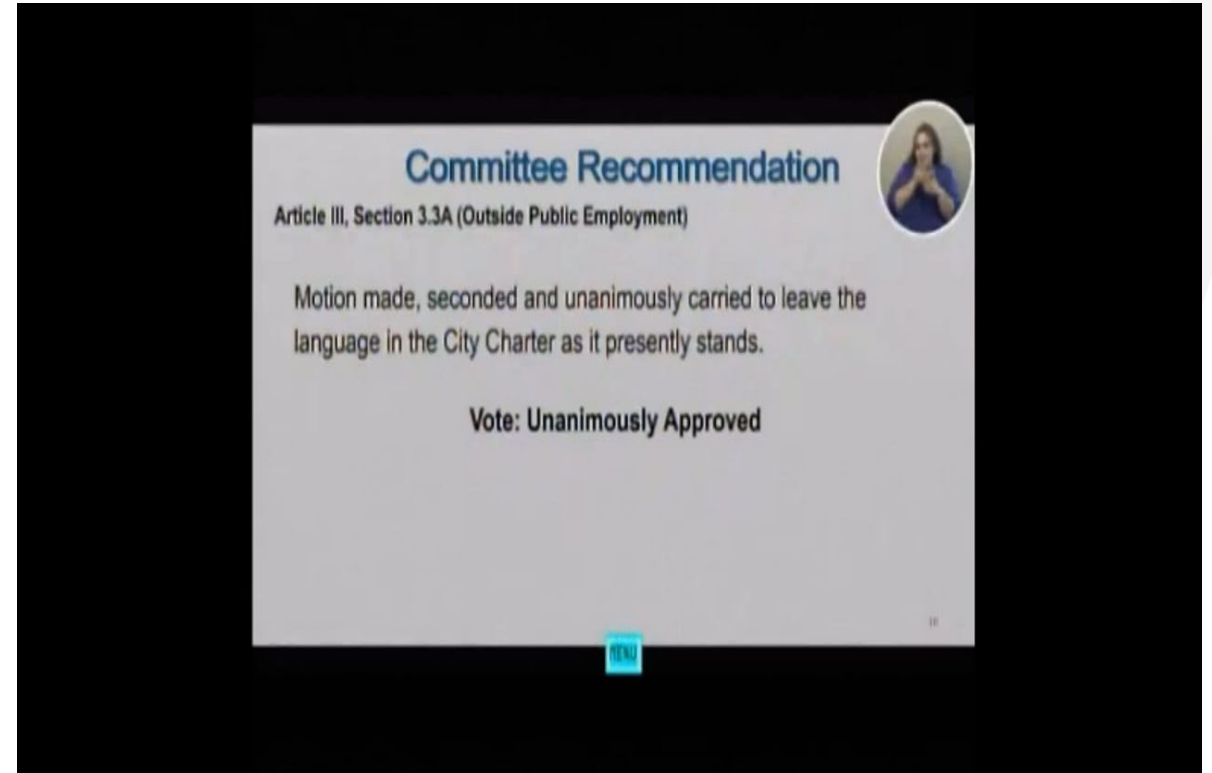
Ad Hoc Charter Advisory Committee Meeting
January 28, 2013

2013 Voter-Approved Sections 3.6B and 3.20B

HISTORY



City Council Meeting
February 26, 2013



City Council Meeting
June 12, 2018



2013 Voter-Approved Sections 3.6B and 3.20B

HISTORY

2013 Proposition Language (Amendment #5)

Shall Section 3.20, Ethics and Accountability, of the City Charter be created, Section 3.6 be amended, and Section 2.2 G be deleted, relating to Ethics and Accountability: to move and amend the provision governing the Ethics Review Commission to give the Commission the power to enforce its decisions by assessing civil fines and sanctions as authorized by ordinance, and to create requirements for the establishment of an independent Internal Audit function and a Financial Oversight and Audit Committee to provide oversight of the audit function and review city financial policies?

ELECTION RESULTS:

FOR: 22,328 (52.42%)

AGAINST: 20,266 (47.58%)

City Progress Under Sec. 3.20B

HISTORY

- In 2014, the external auditor reported 21 audit findings.
- From 2015 to 2023, the external auditor reported ZERO audit findings for eight years in a row.
- Every three years the internal audit office undergoes an external quality control review. The last review was conducted in 2019. The report states the office excels in the following:
 - Work papers are well documented, understandable, and consistent across all engagements reviewed.
 - The Office has established a culture and expectation of independence and objectivity within the organization.
 - The Internal Audit Office is highly regarded and considered a valuable resource by the organization.
 - The Office staff contains highly qualified professionals holding a variety of certificates and licenses which increase the value of their work product.

City Progress under Sec. 3.20B

HISTORY

The 2021 Baldrige Feedback Report outlines a Strength in Section 1.1.a.1 – Senior Leadership as follows:

The City's governance system reviews and achieves strategic and fiscal accountability, transparency in operations, and independence and effectiveness of internal and external audits through a system of checks and balances integrated across the organization.

For example, both internal and external audits are reviewed by the Financial and Oversight Advisory Committee (FOAC) and publicly shared at council meetings; quarterly and annual Integrated Business Planning (IBP) reports go to the council; systematic performance reviews of the city manager are conducted; and Council Request (CR) process review and resolution rates by District are measured. These well-deployed governance approaches support the City's strategic vision, helping to ensure accountability to the public and fair treatment of all stakeholders.

Next Steps

February to April

Community Meetings/Information Sessions
About Proposed Amendments

April 24 to May 2

Early Voting

May 6

Election Day

A large orange speech bubble with a white outline, containing the text "JUST THE FACTS" in white capital letters.

JUST THE
FACTS

MISSION



Deliver exceptional services to support a high quality of life and place for our community

VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



VALUES

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople



Legislation Text

File #: 23-190, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

City Clerk's Office, Laura D. Prine, (915) 212-0049

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance of the City Council of the City of El Paso, Texas, ordering a Special Election for the submission of Charter Amendments listed in the petition received pursuant to Texas Local Government Code Section 9.004 to create Article IX (Climate Policy) Sections 9.1 (Climate Policy); 9.2 (Definitions); 9.3 (Climate Director); 9.4 (Climate Department); 9.5 (Climate Impact of City Decisions); 9.6 (Tracking Climate Emissions); 9.7 (Climate Jobs); 9.8 (Solar Energy); 9.9 (Renewable Energy Goals); 9.10 (Municipalization of El Paso Electric); 9.11 (Climate Disaster Mitigation, Preparedness and Response); 9.12 (Water Conservation); 9.13 (Elimination of Impediments to Renewable Energy); 9.14 (Climate Commission); 9.16 (Severability).

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

DEPARTMENT: City Clerk

AGENDA DATE: January 31, 2023

PUBLIC HEARING DATE: February 7, 2023

CONTACT PERSON NAME AND PHONE NUMBER: Laura D. Prine, (915) 212-0049

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 6 – Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: 6.8 – Support Transparent and Inclusive Government

SUBJECT:

An Ordinance of the City Council of the City of El Paso, Texas, ordering a Special Election for the submission of Charter Amendments listed in the petition received pursuant to Texas Local Government Code Section 9.004 to create Article IX (Climate Policy) Sections 9.1 (Climate Policy); 9.2 (Definitions); 9.3 (Climate Director); 9.4 (Climate Department); 9.5 (Climate Impact of City Decisions); 9.6 (Tracking Climate Emissions); 9.7 (Climate Jobs); 9.8 (Solar Energy); 9.9 (Renewable Energy Goals); 9.10 (Municipalization of El Paso Electric); 9.11 (Climate Disaster Mitigation, Preparedness and Response); 9.12 (Water Conservation); 9.13 (Elimination of Impediments to Renewable Energy); 9.14 (Climate Commission); 9.16 (Severability).

BACKGROUND / DISCUSSION:

On July 25, 2022, the City Clerk's Office received the Climate Change Charter Amendment Petition submitted by Ground Game Texas to adopt a Climate Policy; the City Clerk's Office proceeded to verify the signatures and certified the petition on November 4, 2022. By state law, the petition must be placed, by ordinance, on an election ballot no later than November 2024.

PRIOR COUNCIL ACTION:

Last Ordinance ordering a Special Election to amend the charter was approved on July 10, 2018.

AMOUNT AND SOURCE OF FUNDING:

111-1000-11020-522030 Election Contracts

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

DEPARTMENT HEAD: *Laura D. Prine*

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS, ORDERING A SPECIAL ELECTION FOR THE SUBMISSION OF CHARTER AMENDMENTS LISTED IN THE PETITION RECEIVED PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 9.004 TO CREATE ARTICLE IX (CLIMATE POLICY) SECTIONS 9.1 (CLIMATE POLICY); 9.2 (DEFINITIONS); 9.3 (CLIMATE DIRECTOR); 9.4 (CLIMATE DEPARTMENT); 9.5 (CLIMATE IMPACT OF CITY DECISIONS); 9.6 (TRACKING CLIMATE EMISSIONS); 9.7 (CLIMATE JOBS); 9.8 (SOLAR ENERGY); 9.9 (RENEWABLE ENERGY GOALS); 9.10 (MUNICIPALIZATION OF EL PASO ELECTRIC); 9.11 (CLIMATE DISASTER MITIGATION, PREPAREDNESS AND RESPONSE); 9.12 (WATER CONSERVATION); 9.13 (ELIMINATION OF IMPEDIMENTS TO RENEWABLE ENERGY); 9.14 (CLIMATE COMMISSION); 9.16 (SEVERABILITY)

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS, THAT:

SECTION 1. A special election shall be held May 6, 2023, for the purpose of submitting to the qualified voters of the City for their approval or disapproval of the proposed amendments to the Home Rule Charter of the City of El Paso, Texas, set forth herein, in addition to those proposed Charter amendments submitted by the City Council.

SECTION 2. The following measure amending the City Charter shall be submitted to the qualified voters of the City at the special election in the form of the corresponding proposition in accordance with Section 9.004 of the Texas Local Government Code and other applicable laws:

Measure K

ARTICLE IX – CLIMATE POLICY

Section 9.1 CLIMATE POLICY

It is the policy of the City of El Paso to use all available resources and authority to accomplish three goals of paramount importance: first, to reduce the City's contribution to climate change; second, to invest in an environmentally sustainable future; and third, to advance the cause of climate justice.

Section 9.2 – DEFINITIONS

- A.** Climate change: a phenomenon that includes both (1) the ongoing increase in the overall temperature of the earth's atmosphere, attributed to the greenhouse effect caused by increased levels of carbon dioxide, chlorofluorocarbons, and other pollutants; and (2) the side-effects of that temperature increase, including melting glaciers, heavier rainstorms, and more frequent drought.
- B.** Climate jobs: jobs that advance one or more of the City's policy objectives of (1) reducing the City's contribution to climate change, (2) investing in an environmentally sustainable future, and (3) advancing the cause of climate justice.
- C.** Climate justice; ensuring that historically underserved communities do not bear a disproportionate share of the negative impacts of climate change, while at the same time investing in those same communities as

part of the work to respond to climate change, mitigate its impacts, and build an environmentally sustainable society. For purposes of this analysis, “historically underserved communities” include Black, Indigenous, and people of color; people with disabilities; and people living at or below the poverty line.

- D. Climate impact statement:** a statement of how major City decisions impact the City’s climate policy. The statement is to be prepared by the Climate Department under the supervision of the Climate Director. The elements of the climate impact statement shall include, at a minimum, the following elements: (1) a statement of how the proposed action fulfills the three aims of the City’s climate policy; (2) an analysis of fossil fuel emissions and other climate change impacts of the proposed action; (3) a statement of any climate jobs that will be created by the proposed project; (4) a statement of whether the proposed action will negatively impact any historically underserved communities; and (5) a consideration of alternatives, if any, that would better advance the City’s climate policy.
- E. Fossil fuel industry:** the companies involved in the fossil fuel economy, including (a) companies that extract fossil fuel products including coal, oil, and natural gas from the earth; (b) companies that transport fossil fuel products; (c) companies that turn fossil fuel products into sellable products, including companies that operate refineries and other fossil fuel production facilities; (d) companies that convert fossil fuel energy into electricity by methods such as burning coal, oil, and natural gas; (e) companies that sell electricity generated by the burning of fossil fuel products; (f) companies that provide services to assist companies that conduct any of the activities described under (a), (b), (c), (d), or (e); and (g) companies that finance fossil fuel activities such as those described above. El Paso Electric shall be considered part of the fossil fuel industry for purposes of this climate policy.
- F. Clean renewable energy:** energy generated without burning carbon or releasing greenhouse gases. Includes renewable energy sources such as solar, wind, hydroelectric, and geothermal. Includes hydrogen energy that is produced by splitting water by electrolysis (“green” hydrogen) or hydrogen produced by solar-driven processes, but does not include hydrogen energy produced using natural gas (“blue” or “grey” hydrogen) or nuclear (“pink” hydrogen).

Section 9.3 - CLIMATE DIRECTOR

Section 9.3-1 — Appointment; Qualifications.

The City Council, including the Mayor and District Representatives, shall appoint a Climate Director to serve as the lead City representative charged with fulfilling the Climate Policy. Such appointment shall occur at a publicly noticed meeting subject to the Texas Open Meetings Act. The City Council shall fix the Climate Director’s compensation.

The Climate Director shall be appointed on the basis of qualifications to fulfill the City’s climate mandates of (1) reducing the City’s contribution to climate change, (2) investing in an environmentally-sustainable future, and (3) advancing the cause of climate justice. No person shall be eligible for appointment as Climate Director if they have worked in the fossil fuel industry.

Section 9.3-2 Disclosure of investments.

Prior to taking action to appoint a Climate Director, the City shall request and publish a Personal Financial Statement Report from the candidate, to include all fields included in Form PFS-TEC of the Texas Ethics Commission and to cover both the current calendar year and the prior calendar year.

Section 9.3-3 — Accountability; Removal.

The Climate Director shall report directly to the City Council. The Director may be removed by resolution approved by the majority of the total membership of the City Council, with or without cause.

Section 9.3-4 — Representative of the City of El Paso.

Under the guidance and direction of the City Council and City Manager, the Climate Director shall serve as the City’s representative in local, state, and federal proceedings impacting the City of El Paso and its climate policy, including but not limited to proceedings under the Texas Commission on Environmental Quality, the Texas Public Utilities Commission, the Texas Railroad Commission, the New Mexico Public Regulatory Commission, the Environmental Protection Agency, the Army Corps of Engineers, the Department of Energy, and the Federal Energy Regulatory Commission.

Section 9.4 - CLIMATE DEPARTMENT

The City shall establish a Climate Department to be led by the Climate Director and provided with sufficient personnel and resources to carry out the Climate Policy and related duties and responsibilities herein described.

The Climate Director shall be the chief executive officer of the Climate Department.

Section 9.5 - CLIMATE IMPACT OF CITY DECISIONS

The Climate Director shall provide the City Council with a climate impact statement prior to any City Council vote affecting the City’s Climate Policy. Decisions that require a climate impact statement shall include, but not be limited to: adoption of the City budget and any amendments thereto; zoning decisions; right-of-way permits; new or expanded streets, road, highways, bridges and other significant infrastructure; capital improvement projects including proposed capital improvements put to the public in the form of bond issues; new subdivision approvals; and procurement decisions.

In addition, the City Manager shall collaborate with the Climate Director to prepare an annual climate impact statement for City activities, with specific analysis of the climate impact of each City department. The City Manager shall ensure that the Climate Director has access to City information on an ongoing basis to allow for ongoing monitoring and analysis of the City’s climate impact.

Section 9.6 - TRACKING CLIMATE EMISSIONS

The Climate Director shall prepare an annual report on climate impacts for the City of El Paso, to include all emissions generated within the City limits.

The Climate Director shall be authorized to collaborate with outside research institutions and consultants to develop and prepare the annual emissions report.

Section 9.7 – CLIMATE JOBS

Section 9.7-1 — Annual goal for climate jobs.

The City Manager shall collaborate with the Climate Director to create an annual goal for the creation of climate jobs, including specific goals for each City department. This goal shall be announced when the City Manager proposes the City’s annual budget.

Section 9.7-2 — Preference for climate jobs when new funding becomes available.

Whenever the City becomes eligible for new funding, including new funding due to tax increases, grants from the Texas government, grants from the United States government, grants from private entities, contracts, or other funding opportunities, the City Manager shall ensure that such funds are used to create climate jobs and associated training programs, whenever such jobs are consistent with funding requirements, City needs, and available resources.

Section 9.7-3 — Transitioning current City employees to climate work.

As part of the City Manager’s annual goal for climate jobs, pursuant to Section 9.7.1, the City Manager shall identify opportunities to transition current City employees into positions that would qualify as climate jobs. This requirement shall not be construed to encourage elimination of any existing City employee; rather, the City Manager shall identify opportunities to transition existing personnel into new positions, with equal or superior pay and benefits, that would advance the City’s climate policy.

Section 9.7-4 — Preference for contractors who advance the City’s climate policy.

The City Manager shall adopt and implement a policy, subject to City Council approval, that will provide a preference for contractors who are able to advance the City’s climate policy, so long as such contractors can provide services in a manner that is consistent with City needs and available resources.

Section 9.8 – SOLAR ENERGY

Section 9.8-1 — Solar Power Generation Plan.

The Climate Director shall create an annual Solar Power Generation Plan for the City of El Paso. This plan shall include a feasibility analysis to describe how the City can develop internal capacity to generate energy for the City through solar power.

Section 9.8-2 — Rooftop solar power generation.

The City Manager shall establish and maintain policies that encourage the development of rooftop solar power generation capacity within the City of El Paso. These policies shall encourage development of rooftop solar power generation using existing City facilities and require both new buildings and retrofitted buildings to include solar power generation capacity whenever feasible.

Section 9.9 — RENEWABLE ENERGY GOALS

The City of El Paso shall employ all available methods to require that energy used within the City is generated by clean renewable energy, with the goals of requiring (1) 80% clean renewable energy by 2030 and (2) 100% clean renewable energy by 2045.

Within one year of the adoption of this Climate Policy, the City Manager and Climate Director shall produce a plan for the City to achieve its renewable energy goals. In developing this plan, the City shall include consideration of public transportation, solar power generation at City facilities, and energy efficiency of City buildings.

The City Manager and Climate Director shall provide a joint, annual report to the City Council to chart progress toward these goals.

Section 9.10 — MUNICIPALIZATION OF EL PASO ELECTRIC

The City of El Paso shall employ all available efforts to convert El Paso Electric to municipal ownership. In consultation with the Climate Director, the City Manager shall provide the City Council with an annual report to describe the feasibility of converting El Paso Electric into a municipal electric company, including any actions required to advance this objective.

Section 9.11 – CLIMATE DISASTER MITIGATION, PREPAREDNESS AND RESPONSE

The City of El Paso shall undertake all necessary efforts to prepare city infrastructure to withstand extreme weather conditions and ensure uninterrupted provision of basic services and utilities to City residents.

In consultation with the Climate Director, the City Manager shall create an annual Climate Disaster Mitigation and Preparedness plan. This report shall include provisions to protect water quality and quantity, create a resilient electric grid, and protect residents during extreme weather events.

Section 9.12 - WATER CONSERVATION

Section 9.12-1 — Ban on using City water for fossil fuel industry activities outside of the city limits.

The City of El Paso shall not sell or transfer any water for purposes of fossil fuel industry activities outside of the city limits, or otherwise allow any City water to be used for such purposes, except as provided in Section 9.12-2.

Section 9.12-2 — Cancellation of City contracts subject to the ban.

To the extent that any contracts to sell or transfer City water for fossil fuel industry activities outside of the city limits were enacted prior to adoption of this charter provision, the City Manager shall prepare a report to the City Council, within three months of the adoption of this charter amendment, identifying the relevant contracts and presenting all available methods for cancelling such contracts. To coincide with the presentation required by this section, the City Manager shall schedule a public vote by the City Council to consider cancellation of each applicable contract.

This section shall not be read to permit the City to extend or renew any existing contracts subject to this provision.

Section 9.13 - ELIMINATION OF IMPEDIMENTS TO RENEWABLE ENERGY

The City shall not impose any fees, fines, or other financial or nonfinancial burdens that limit the purchase, use, or generation of renewable energy. Any such fees, fines, or other burdens in existence at the time this charter amendment takes effect are hereby null and void, including but not limited to interconnection fees.

Section 9.14 - CLIMATE COMMISSION

Section 9.14-1 — General.

The Climate Commission exists for the purposes of overseeing the implementation and fulfillment of the City's Climate Policy and related provisions of this article. The Commission shall establish its own procedures within the framework of this charter to carry out these functions.

Section 9.14-2 — Functions and duties of the Climate Commission.

Special meetings shall be held as required for the proper discharge of the duties of the Commission, due notice having been given. Five members of the Commission will constitute a quorum. It shall be the duty of the

Commission to: (1) Recommend to the Council adoption of legislation and policy that will advance the City's Climate Policy and related charter provisions; and (2) Investigate matters concerning the City's implementation and fulfillment of the Climate Policy and related charter provisions.

Section 9.14-3 — Appointment.

The Commission shall consist of nine persons appointed by the Council. Each City Council member, including the Mayor, shall nominate one person to the Commission. Appointments shall be for three-year terms. All terms shall commence on February 1st.

As part of the appointment process, each City Council member who nominates a person for appointment shall provide a written statement in support of the nominee's qualifications to serve on the Commission.

If a Commissioner resigns their commission or otherwise ceases to serve on the Commission, the City Council member representing that district shall nominate a replacement in a manner consistent with this charter to complete the remainder of the replaced Commissioner's term.

Section 9.14-4 — Qualifications.

Commission members shall be members of the El Paso community who have specific expertise and experience that will help the City advance its Climate Policy, with a preference for residents who have been negatively impacted by climate change or who represent communities that have been negatively impacted by climate change. No person who worked in the fossil fuel industry shall be appointed to the Commission.

Members of the Commission must be residents of the City at the time of their appointment and remain a resident of the City throughout their term of office. Commission members must reside in the District represented by that City Council member who appointed them.

Section 9.15-5 — Compensation.

Members of the Commission shall serve without salary.

Section 9.15-6 — Staff.

The Climate Director shall be responsible for providing staff support to the Climate Commission.

Section 9.15-5 — Organization.

The Commission shall elect from its members a Chairman and a Vice-Chairman, each for a term of one year. The Chairman may not be re-elected for successive terms.

Section 9.15-8 — Removal.

Members of the Commission will not be removed from office except for incompetence or nonfeasance, misfeasance or malfeasance in office, such as neglect of duty or refusal to perform the duties imposed by this Charter. Action may be initiated in writing by any member of the Council or Commission. Any removal will require an affirmative vote of two-thirds of the Council.

Section 9.16 – SEVERABILITY

If any portion of this Article shall be deemed unlawful by a court of law, that portion shall be severed from the Charter and the rest shall continue in force.

SECTION 3. PROPOSITION

That at such election, the amendment to the Charter of the City of El Paso ("Measure") shall be submitted to the qualified voters of the City and official ballots for the election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote for or against the proposed amendment, and with such proposition to be expressed substantially as follows:

Proposition K

Should the City Charter be amended, as proposed by a petition, to add Article IX to create a climate policy requiring the City to use all available resources and authority to accomplish three goals: to reduce the City's contribution to climate change, invest in an environmentally sustainable future, and advance the cause of climate justice; to require the City Council to employ a Climate Director, who shall be appointed and removed by City Council and report directly to City Council; to require the creation of a Climate Department to be directly overseen by the Climate Director; to require the creation of a nine member climate commission appointed by City Council, with recommending and investigative powers, for the purposes of overseeing the implementation and fulfillment of a City climate policy, with removal of individual members only for incompetence or nonfeasance, misfeasance or malfeasance in office; to require the creation of an annual goal for climate jobs and the adoption and implementation of a policy that will transfer current City employees to climate work and provide a preference for contractors who are able to advance the City's climate policy; to require the creation of an annual Solar Power Generation Plan for the City of El Paso and to require the City Manager to establish and maintain policies that encourage the development of rooftop solar power generation capacity within the City of El Paso using existing City facilities and require both new buildings and retrofitted buildings to include solar power generation capacity; to require the employment of all available methods so that all energy used within the City is generated by clean renewable energy, with the goals of requiring (1) 80% clean renewable energy by 2030 and (2) 100% clean renewable energy by 2045; to require the City of El Paso to employ all available efforts to convert El Paso Electric to municipal ownership; to require the City of El Paso to undertake all necessary efforts to prepare City infrastructure to withstand extreme weather conditions and ensure uninterrupted provision of basic services and utilities to City residents; to require the City of El Paso to ban the use of City water for fossil fuel industry activities, defined to include El Paso Electric, outside of the city limits and prohibit the City of El Paso from selling or transferring any water for purposes of fossil fuel industry activities outside of the city limits, or otherwise allow any City water to be used for such purposes; to prohibit the City of El Paso from imposing any fees, fines, or other financial or nonfinancial burdens that limit the purchase, use, or generation of renewable energy and nullifying any such fees, fines, or other burdens in existence at the time the charter amendment takes effect.

SECTION 4 – BALLOTS

The official ballots for said election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote "YES" or "NO" on the proposition, with the ballots to contain such provisions, markings and language as required by law, and with the proposition to be expressed substantially as set forth in section 3, above.

SECTION 5 – EARLY VOTING CLERK

Lisa Wise, El Paso County Elections Administrator, 500 E. San Antonio, Suite 314, El Paso, Texas, 79901, is hereby appointed as Early Voting Clerk. Applications for ballot by mail must be **received** no later than the close of business on April 25, 2023, sent to this address.

SECTION 6 – EARLY VOTING

Early voting by personal appearance shall be conducted at the El Paso County Courthouse, located at 500 E. San Antonio, El Paso, Texas 79901. In addition, early voting may also occur at such early voting polling places as are designated herein or otherwise designated by the El Paso County Elections Administrator and posted at City Hall by the City Clerk. The locations and hours for early voting by personal appearance shall be authorized for such election as set forth in Exhibit “A,” which may be amended.

In addition, mobile voting stations may be authorized and used for early voting at publicly owned buildings in the City as established by the El Paso County Elections Administrator. The City Clerk is authorized to make corrections or revisions to the list of these mobile stations, including the respective hours for early voting by personal appearance at these stations. The City Clerk is further authorized to make corrections or revisions to the list of early voting stations as set forth above, including the respective hours for early voting by personal appearance at these stations, and revise and correct all election notices regarding the early voting locations and the mobile voting stations, and the dates and times for such voting.

For purposes of processing ballots cast in early voting, the election officers for the Early Voting Ballot Board shall be appointed and designated in accordance with the provisions of the election agreement with El Paso County.

SECTION 7 – NOTICE OF ELECTION

The City Clerk shall give notice of such election by posting a notice of such election in English and Spanish in the Office of the City Clerk as provided by law and by publishing a copy of said notice in both English and Spanish in a newspaper in the City as required by law. Additionally, in accordance with Section 9.004(c) of the Local Government Code, notice shall be published in a newspaper of general circulation in El Paso on the same day, in each of two consecutive weeks, with the first publication occurring on or before the 14th day before election day. The notice shall contain a substantial copy of the proposed amendment.

The City Clerk shall deliver notice of this election to the County Clerk and voter registrar of El Paso County no later than Tuesday, March 7, 2023, or as otherwise required by law.

SECTION 8 – VOTING MACHINES AND ELECTION RESULTS

Voting machines used for the conduct of the election, shall be procured, maintained, operated, sealed and the votes therefrom tabulated pursuant to procedures established and authorized by the laws of the State of Texas.

The results of the election shall be certified, canvassed, and returned in the form and manner prescribed by law.

SECTION 9 – OTHER ACTION AND COMPLIANCE WITH APPLICABLE LAWS

The City Manager and City Clerk, in consultation with the City Attorney, are hereby authorized and directed to take any additional action necessary to comply with provisions of the Texas Election Code or other state and federal statutes and constitutions in carrying out the conduct of the election, whether or not expressly authorized herein.

SECTION 10 – SEVERABILITY

That should any part, section, subsection, paragraph, sentence, clause or phrase contained in this ordinance be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this ordinance, but in all respects said remaining portion shall be and remain in full force and effect.

SECTION 11 – EFFECTIVE DATE

This Ordinance shall be in force and effect from and after the date of its adoption, and it is so ordained.

PASSED AND APPROVED this _____ day of February, 2023.

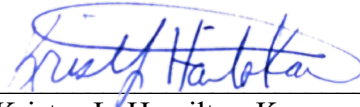
CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

APPROVED AS TO FORM:

Laura D. Prine
City Clerk



Kristen L. Hamilton-Karam
Senior Assistant City Attorney

EXHIBIT A

May 2023 Uniform Election

#govoteep



EARLY VOTING PERIOD: April 24 - May 2

EARLY VOTING LOCATIONS

(Main Early Voting Location)			
1. <u>Enrique Moreno County Courthouse</u>	<u>500 E. San Antonio Ave. 79901</u>	Monday, Apr. 24 - Friday, Apr. 28	8am - 5pm
Third Floor, Back Lobby		Saturday, Apr. 29 - Sunday, Apr.30	12pm - 5pm
		Monday, May 1 - Tuesday, May 2	8am - 5pm
2. <u>Arlington Park Shelter</u>	<u>10350 Pasadena Cir.79924</u>	Monday, Apr. 24 - Friday, Apr. 28	9am - 6pm
T.B.A.		Saturday, Apr. 29 - Sunday, Apr.30	12pm - 5pm
		Monday, May 1 - Tuesday, May 2	9am - 6pm
3. <u>Bassett Place</u>	<u>6101 Gateway West 79925</u>	Monday, Apr. 24 - Friday, Apr. 28	10am - 7pm
T.B.A.		Saturday, Apr. 29 - Sunday, Apr.30	12pm - 5pm
		Monday, May 1 - Tuesday, May 2	10am - 7pm
4. <u>Bowling Family YMCA</u>	<u>5509 Will Ruth Ave. 79924</u>	Monday, Apr. 24 - Friday, Apr. 28	9am - 6pm
T.B.A.		Saturday, Apr. 29 - Sunday, Apr.30	12pm - 5pm
		Monday, May 1 - Tuesday, May 2	9am - 6pm
5. <u>Canutillo ISD Administration Facility</u>	<u>7965 Artcraft Rd. 79932</u>	Monday, Apr. 24 - Friday, Apr. 28	8am - 5pm
T.B.A.		Saturday, Apr. 29 - Sunday, Apr.30	12pm - 5pm
		Monday, May 1 - Tuesday, May 2	8am - 5pm
6. <u>Chayo Apodaca Community Center</u>	<u>341 N. Moon Rd. 79927</u>	Monday, Apr. 24 - Friday, Apr. 28	9am - 6pm
T.B.A.		Saturday, Apr. 29 - Sunday, Apr.30	12pm - 5pm
		Monday, May 1 - Tuesday, May 2	9am - 6pm

Note: Early Voting Locations, dates, and times are subject to change at any time. Any registered voter may vote at any Early Voting Location. Click on an address for a street view via Google Maps or click on a location name to view a picture to that specific site. For more information visit epcountylvotes.com or call (915) 546-2154.

EXHIBIT A

EARLY VOTING PERIOD: April 24 - May 2

EARLY VOTING LOCATIONS

7. Clint ISD Early College Academy T.B.A.	13100 Alameda Ave. 79836	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm
8. Commissioner's Corner T.B.A.	10700 Montana Ave. 79936	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
9. Eastlake High School T.B.A.	13000 Emeral Pass Ave. 79928	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm
10. El Paso County Coliseum T.B.A.	4100 E. Paisano Dr. 79905	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
11. El Paso County Eastside Annex T.B.A.	2350 George Dieter Dr. 79936	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 6pm 12pm - 5pm 8am - 6pm
12. El Paso County Northwest Annex T.B.A.	435 Vinton Rd. 79821	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 6pm 12pm - 5pm 8am - 6pm
13. El Paso County Self-Help Center T.B.A.	15371 Kentwood Ave. 79928	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	10am - 7pm 12pm - 5pm 10am - 7pm
14. EPCC Administrative Services Center T.B.A.	9050 Viscount Blvd. 79925	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm

Note: Early Voting Locations, dates, and times are subject to change at any time. Any registered voter may vote at any Early Voting Location. Click on an address for a street view via Google Maps or click on a location name to view a picture to that specific site. For more information visit epcountylvotes.com or call (915) 546-2154.

EXHIBIT A

EARLY VOTING PERIOD: April 24 - May 2

EARLY VOTING LOCATIONS

15. <u>Esperanza Acosta Moreno Library</u> T.B.A.	<u>12480 Pebble Hills Blvd. 79938</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	10am - 7pm 12pm - 5pm 10am - 7pm
16. <u>Gary Del Palacio Recreation Center</u> T.B.A.	<u>3001 Parkwood St. 79925</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
17. <u>Gonzalez Place</u> T.B.A.	<u>4101 Rich Beem Blvd. 79938</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm
18. <u>Marty Robbins Recreation Center</u> T.B.A.	<u>11620 Vista Del Sol Dr. 79936</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
19. <u>Medano Heights</u> T.B.A.	<u>7801 Medano Dr, 79912</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	10am - 7pm 12pm - 5pm 10am - 7pm
20. <u>Mountain View-Rae Gilmore Recreation Center</u> T.B.A.	<u>8501 Diana Dr. 79904</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	10am - 7pm 12pm - 5pm 10am - 6pm
21. <u>Nations Tobin Sports Center</u> T.B.A.	<u>8831 Railroad Dr. 79904</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
22. <u>Officer David Ortiz Recreation Center</u> T.B.A.	<u>563 N. Carolina Dr. 79915</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm

Note: Early Voting Locations, dates, and times are subject to change at any time. Any registered voter may vote at any Early Voting Location. Click on an address for a street view via Google Maps or click on a location name to view a picture to that specific site. For more information visit epcountyvotes.com or call (915) 546-2154.

EXHIBIT A

EARLY VOTING PERIOD: April 24 - May 2

EARLY VOTING LOCATIONS

23. <u>Oz Glaze Senior Center</u> T.B.A.	<u>13969 Veny Webb St. 79928</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	10am - 7pm 12pm - 5pm 10am - 7pm
24. <u>Pebble Hills High School</u> T.B.A.	<u>14400 Pebble Hills Blvd. 79938</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm
25. <u>Rogelio Sanchez Center</u> T.B.A.	<u>1331 N. Fabens St. 79838</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
26. <u>San Elizario Fire Rescue</u> T.B.A.	<u>1415 San Antonio St. 79849</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm
27. <u>South El Paso Senior Community Center</u> T.B.A.	<u>600 S. Ochoa St. 79901</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm
28. <u>Sunland Park Mall</u> T.B.A.	<u>750 Sunland Park Dr. 79912</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
29. <u>UTEP - Union Building East</u> T.B.A.	<u>351 W. University Ave. 79968</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm
30. <u>Wellington Chew Senior Center</u> T.B.A.	<u>4430 Maxwell Ave. 79904</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm

Note: Early Voting Locations, dates, and times are subject to change at any time. Any registered voter may vote at any Early Voting Location. Click on an address for a street view via Google Maps or click on a location name to view a picture to that specific site. For more information visit epcountylvotes.com or call (915) 546-2154.

EXHIBIT A

EARLY VOTING PERIOD: April 24 - May 2

EARLY VOTING LOCATIONS

31. <u>W.E. Neill Community Center</u> T.B.A.	19210 Cobb Ave. 79853	Monday, Apr. 24 - Friday, Apr. 28 8am - 5pm Saturday, Apr. 29 - Sunday, Apr.30 12pm - 5pm Monday, May 1 - Tuesday, May 2 8am - 5pm
32. <u>Ysleta Community Learning Center</u> T.B.A.	121 Padres Dr. 79907	Monday, Apr. 24 - Friday, Apr. 28 9am - 6pm Saturday, Apr. 29 - Sunday, Apr.30 12pm - 5pm Monday, May 1 - Tuesday, May 2 9am - 6pm
33. <u>YWCA - West</u> T.B.A.	313 Bartlett Dr. 79912	Monday, Apr. 24 - Friday, Apr. 28 8am - 6pm Saturday, Apr. 29 - Sunday, Apr.30 12pm - 5pm Monday, May 1 - Tuesday, May 2 8am - 6pm

Note: Early Voting Locations, dates, and times are subject to change at any time. Any registered voter may vote at any Early Voting Location. Click on an address for a street view via Google Maps or click on a location name to view a picture to that specific site. For more information visit epcountyvotes.com or call (915) 546-2154.

May 2023 Uniform Election

Elección Uniforme de Mayo de 2023



Election Day: Saturday, May 6, 2023

Día de Elección: Sábado, 6 de Mayo de 2023

7:00 a.m. - 7:00 p.m.

You can now vote at any Vote Center on Election Day.

Ahora puede votar en cualquier Centro de Votación el Día de la Elección.

Vote Center	Address
Centro de Votación	Dirección
Anthony Town Hall	401 Wildcat Dr. 79821
El Paso County Northwest Annex	435 E. Vinton Rd. 79821
Canutillo Middle School	7311 Bosque Rd. 79835
Canutillo Elementary School	651 Canutillo Ave. 79835
Clint ISD Early College Academy	13100 Alameda Ave. 79836
Rio Valle Woman's Club	521 Mike Maros St. 79838
San Elizario Fire Rescue	1415 San Antonio St. 79849
W.E. Neill Community Center	19210 Cobb Ave. 79853
Enrique Moreno County Courthouse	500 E. San Antonio Ave. 79901
South El Paso Senior Citizens Center	600 S. Ochoa St. 79901
El Paso Community College-Rio Grande Campus	906 El Paso St. 79902
Fire Station #3	721 E. Rio Grande Ave. 79902
Lamar Elementary School	1440 E. Cliff Dr. 79902
Mesita Elementary School	3307 N. Stanton St. 79902
El Paso Tennis Club	2510 N. St. Vrain St. 79902
UTEP - Union Building East	351 W. University Ave. 79968
Fire Station #7	3200 Pershing Dr. 79903

Vote Center Centro de Votación	Address Dirección
Cross of Grace Church	4700 Leeds Ave. 79903
Safety and Health Outreach Center	5415 Trowbridge Dr. 79903
Magoffin Middle School	4931 Hercules Ave. 79904
Nations Tobin Sports Center	8831 Railroad Dr. 79904
Logan Elementary School	3200 Ellerthorpe Ave. 79904
Park Elementary School	3601 Edgar Park Ave. 79904
Fire Station #16	3828 Hercules Ave. 79904
Bowie High School	801 S. San Marcial St. 79905
El Paso County Coliseum	4100 E. Paisano Dr. 79905
Hawkins Elementary School	5816 Stephenson Ave. 79905
Dr. Josefina Villamil Tinajero Pk-8 School	301 Lisbon St. 79905
**Formerly Henderson School	
El Paso County Ascarate Annex	301 Manny Martinez Dr. 79905
Loma Terrace Elementary School	8200 Ryland Dr. 79907
YWCA-Lower Valley	115 Davis Dr. 79907
Ysleta Community Learning Center	121 Padres Dr. 79907
Lancaster Elementary School	9230 Elgin Dr. 79907
Alicia R. Chacon International School	920 Burgundy Dr. 79907
**Formerly LeBarron Park Elementary School	
Congressman Silvestre & Carolina Reyes School	7440 Northern Pass Dr. 79911
Sunland Park Mall	750 Sunland Park Dr. 79912
Brown Middle School	7820 Helen of Troy Dr. 79912
Medano Heights	7801 Medano Dr. 79912
Tippin Elementary School	6541 Bear Ridge Dr. 79912
Fire Station #27	6767 Ojo De Agua Dr. 79912
Rosa Guerrero Elementary School	7530 Lakehurst Rd. 79912
YWCA - West	313 Bartlett Dr. 79912
Carlos Rivera Elementary School	6445 Escondido Dr. 79912
Western Hills U.M.C.-Stewart Family Life Center A	524 Thunderbird Dr. 79912
Dr. Green Elementary School	5430 Buckley Dr. 79912
Putnam Elementary School	6508 Fiesta Dr. 79912
Polk Elementary School	940 Belvidere St. 79912

Vote Center Centro de Votación	Address Dirección
El Paso Community College-Valle Verde	919 Hunter Dr. 79915
Del Norte Heights Elementary School	1800 Winslow Rd. 79915
Ramona Elementary School	351 Nichols Rd. 79915
Riverside High School	301 Midway Dr. 79915
Ysleta Pre-K Center	7940 Craddock Ave. 79915
Bel Air Middle School	7909 Ranchland Dr. 79915
Officer David Ortiz Recreation Center	563 N. Carolina Dr. 79915
Transition To Life Career Center	7988 Alameda Ave. 79915
Fire Station #15	115 Shorty Ln. 79922
Zach White Elementary School	4256 Roxbury Dr. 79922
Desertaire Elementary School	6301 Tiger Eye Dr. 79924
Bowling Family YMCA	5509 Will Ruth Ave. 79924
Dr. Joseph E. Torres Elementary School	10700 Rushing Rd. 79924
**Formerly Bradley Elementary School	
H.E. Charles Middle School	4909 Trojan Dr. 79924
Newman Elementary School	10275 Alcan St. 79924
Parkland High School	5932 Quail Ave. 79924
Whitaker Elementary School	4700 Rutherford Dr. 79924
Coach Archie Duran Elementary School	5249 Bastille Ave. 79924
**Formerly Dowell Elementary School	
Fire Station #20	8301 Edgemere Blvd. 79925
Cielo Vista Elementary School	9000 Basil Ct. 79925
Edgemere Elementary School	10300 Edgemere Blvd. 79925
Eastwood High School	2430 McRae Blvd. 79925
YISD Central Office	9600 Sims Dr. 79925
Eastwood Heights Elementary School	10530 Janway Dr. 79925
Gary Del Palacio Recreation Center	3001 Parkwood St. 79925
Ross Middle School	6101 Hughey Cir. 79925
Bassett Place	6101 Gateway West 79925
Western Technical College	9624 Plaza Cir. 79927
El Paso Community College-Mission Del Paso	10700 Gateway Blvd E. 79927
H.D. Hilley Elementary School	693 N. Rio. Vista Rd. 79927

Vote Center Centro de Votación	Address Dirección
Chayo Apodaca Community Center	341 N. Moon Rd. 79927
Robert R. Rojas Elementary School	500 Bauman Rd. 79927
Escontrias Elementary School	205 Buford Rd. 79927
Campestre Elementary School	11399 Socorro Rd. 79927
KEYS Academy	12380 Pine Springs Dr. 79928
Desert Hills Elementary School	300 N. Kenazo Dr. 79928
Desert Wind K-8 School	1100 Colina De Paz Dr. 79928
Horizon Heights Elementary School	13601 Ryderwood Ave. 79928
Dr. Sue A Shook Elementary School	13777 Paseo Del Este Blvd. 79928
Eastlake High School	13000 Emerald Pass Ave. 79928
El Paso Self-Help Center	15371 Kentwood Ave. 79928
Carroll T. Welch Elementary School	14510 Mc Mahon Ave. 79928
Center for Career and Technology Education	1170 N. Walnut St. 79930
Travis Elementary School	5000 N. Stevens St. 79930
Paul C. Moreno Elementary School	2300 San Diego Ave. 79930
Memorial Park Senior Citizen Center	1800 Byron St. 79930
Austin High School	3500 Memphis Ave. 79930
Fire Station #2	111 E. Borderland Rd. 79932
Community Connections Center	5300 Warriors Dr. 79932
Dr. Nixon Elementary School	11141 Loma Roja Dr. 79934
Fred & Maria Loya Family YMCA	2044 Trawood Dr. 79935
Pebble Hills Elementary School	11145 Edgemere Blvd. 79936
El Paso County Eastside Annex	2350 George Dieter Dr. 79936
Hanks High School	2001 Lee Trevino Dr. 79936
Tierra Del Sol Elementary School	1832 Tommy Aaron Dr. 79936
Hanks Middle School	11201 Pebble Hills Blvd. 79936
**Indian Ridge Middle School	
ESC Region 19 Head Start Multipurpose Center	11670 Chito Samaniego Dr. 79936
Jane Hambric K-8 School	3535 Nolan Richardson Dr. 79936
Bill Sybert K-8 School	11530 Edgemere Blvd. 79936
Benito Martinez Elementary School	2640 Robert Wynn St. 79936
Helen Ball Elementary School	1950 Firehouse Dr. 79936

Vote Center Centro de Votación	Address Dirección
O'Shea Keleher Elementary School	1800 Leroy Bonse Dr. 79936
Marty Robbins Recreation Center	11620 Vista Del Sol Dr. 79936
Sierra Vista Elementary School	1501 Bob Hope Dr. 79936
Hurshel Antwine Elementary School	3830 Rich Beem Blvd. 79938
Esperanza Acosta Moreno Library	12480 Pebble Hills Blvd. 79938
Lujan-Chavez Elementary School	2200 Sun Country Dr. 79938
Pebble Hills High School	14400 Pebble Hills Blvd. 79938
Red Sands Elementary School	4250 O'Shea Rd. 79938
Montana Vista Elementary School	3550 Mark Jason Dr. 79938

Note: Vote Centers are subject to change at any time. Click on an address for directions via Google Maps or click on a location name to view a picture to that specific site. For more election information visit epcountylvotes.com or call **(915) 546-2154**.

*Nota: Centros de Votación están sujetos a cambio en cualquier momento. Para ver mapa del lugar, presione en la dirección del Lugar de Votación de su preferencia via Google Maps o para ver una imagen del lugar, presione en el nombre del Centro de Votación de su preferencia. Para más información visite es.epcountylvotes.com o llame al **(915) 546-2154**.*



Legislation Text

File #: 23-211, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Economic and International Development, Elizabeth K. Triggs, (915) 212-0094

Aviation, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action that the Director of Aviation is authorized to create and amend policies for the lease of the El Paso Makes: Innovation Factory and buildings within the Advanced Manufacturing Campus; to execute, amend and administer these leases approved by the City Attorney's Office as to form; authorized to execute any Memorandum of Understanding (MOU) or similar agreements, approved by the City Attorney's Office as to form, with community partners for their use of space at the Advanced Manufacturing Campus; that the Director of Economic Development is authorized to create a policy to use the appropriated Coronavirus State and Local Fiscal Recovery Funds to assist small businesses located at the Innovation Factory; that the City Manager, or designee(s), is authorized to perform any budget transfers and execute any related documents required to effectuate the intent of this resolution.

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

AGENDA DATE: February 7, 2023
PUBLIC HEARING DATE: N/A
CONTACT PERSON(S) NAME AND PH. NUMBER: Elizabeth K. Triggs, (915) 212-0094
Sam Rodriguez, (915) 212-7301
DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 1: Create an environment conducive to strong sustainable economic development

SUBGOAL: Goal 1.1 Stabilize and expand El Paso's tax base

SUBJECT:

Discussion and action that the Director of Aviation is authorized to create and amend policies for the lease of the El Paso Makes: Innovation Factory and buildings within the Advanced Manufacturing Campus; to execute, amend and administer these leases approved by the City Attorney's Office as to form; authorized to execute any MOU or similar agreements, approved by the City Attorney's Office as to form, with community partners for their use of space at the Advanced Manufacturing Campus; that the Director of Economic Development is authorized to create a policy to use the appropriated Coronavirus State and Local Fiscal Recovery Funds to assist small businesses located at the Innovation Factory; that the City Manager, or designee(s), is authorized to perform any budget transfers and execute any related documents required to effectuate the intent of this resolution.

BACKGROUND / DISCUSSION:

Stabilizing and expanding El Paso's tax base is a key strategy identified by the City of El Paso's strategic plan as an area of focus to support traction toward the development of a vibrant regional economy and a high quality of life and place for the City's residents. Through integrated planning efforts led by the University of Texas at El Paso's Aerospace Center and W.M. Building, advanced manufacturing has been identified as a target industry cluster supporting a number of emerging markets aerospace, defense, renewable and alternative energy.

Advanced manufacturing builds on a number of local competitive strengths, including: 1) an existing resilient manufacturing base with specialization in primary metals manufacturing; 2) a diverse, highly skilled, industry-ready talent pool; 3) world-class manufacturing education programs supplied by UTEP and other institutions of higher education; 4) a Tier 1 university leading applied research in advanced manufacturing; 5) a proximity to strategic military assets critical to national defense, including Fort Bliss and White Sands Missile Range; and 6) proximity to significant private investment in commercial space both in southern New Mexico and west Texas.

Through a focused and integrated approach, the West Texas Aerospace and Defense coalition, led by UTEP's Aerospace Center, was one of 21 coalitions, out of a pool of more than 500 candidates, selected by the Economic Development Administration for participation in the American Rescue Plan-funded Build Back Better Regional Challenge. Through that program, the City and UTEP were awarded \$40 million to develop the El Paso Makes: Advanced Manufacturing District at the El Paso International Airport and provide a system of supportive infrastructure, services and resources to: 1) accelerate the entrance of the region's small and medium manufacturers into aerospace and defense markets; 2) incubate startups and recruit new businesses focused on these markets and advanced manufacturing; 3) train the local workforce in advanced skills and technologies that lead to quality jobs; and 4) make El Paso and the region a destination for investment in aerospace and defense and advanced manufacturing.

The purpose of this policy is to grow the advanced manufacturing industry cluster to foster economic prosperity and create high-paying career pathways for El Paso's residents, including an update on the development and construction of the El Paso Makes: Advanced Manufacturing District at the El Paso International Airport.

The El Paso Makes: Innovation Factory Incentive and Lease Policy, contains guidelines on the leasing of space at the El Paso Makes: Innovation Factory and the provision of incentives to Small Businesses occupying the Innovation Factory. Small Businesses, as defined by this Policy, are relatively immature new or existing manufacturing technology businesses targeting the aerospace, defense, or other advanced manufacturing markets; and would greatly benefit from incubation services. Economic Development Incentives, funded through ARPA, will provide a mechanism to offset costs associated with Small Business'(re)location to the Innovation Factory.

PRIOR COUNCIL ACTION:

- **October 2021** – City Council approved the City's participation in the West Texas Aerospace and Defense Coalition's application to the federal Build Back Better Regional Challenge
- **December 2021** – City Council, through the strategic planning process, reaffirmed the City's commitment to growing the regional advanced manufacturing cluster by adopting a strategic objective to "grow existing and attract new target industries, including advanced manufacturing and international development; creating an innovation-driven culture of technology that fosters economic prosperity and creates high-paying career pathways";
- **February 2022** – City Council provides \$1.5 million match to secure the \$1.5 million Build to Scale: Venture Challenge grant, in partnership with UTEP, to assist local manufacturers in scaling operations;
- **February 2022** – City Council approved a performance-based economic incentive to Schneider Electric, securing \$17 million investment for the company's expansion in El Paso, including 370 new jobs and the retention 1,130 existing jobs, making El Paso the company's largest manufacturing footprint in the nation;
- **May 2022** – The City enters into an MOU with General Motors, El Paso Electric and the Chamber to accelerate El Paso's energy transition through several initiatives, including a micro grid pilot project at the airport and carbon foot printing of local manufacturers;
- **August 2022** – City Council allocated \$3 million in local American Rescue Plan funding to assist small manufacturing businesses negatively impacted by the pandemic;
- **September 2022** – Of more than 500 applicants nationwide, the West Texas Aerospace and Defense Coalition was one of 21 coalitions selected for award under the Build Back Better Regional Challenge, resulting in a \$40 million grant to the City (\$25 million) and UTEP (\$15 million);

AMOUNT AND SOURCE OF FUNDING:

ARPA Funds FRF13

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Economic & International Development

SECONDARY DEPARTMENT: El Paso International Airport

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

DEPARTMENT HEAD:



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

RESOLUTION

WHEREAS, on March 11, 2021, President Joseph R. Biden signed the American Recovery Plan Act of 2021 into law and appropriated \$3 billion to be awarded by the United States Department of Commerce’s Economic Development Administration (EDA) to assist communities nationwide in their efforts to build back better by accelerating economic recovery and building local economies that will be resilient to future shocks; and

WHEREAS, through the American Recovery Plan Act, funding became available across six programs, including the Build Back Better Regional Challenge; and

WHEREAS, in October of 2021, City Council supported the City’s participation in the West Texas Aerospace Manufacturing Coalition (“Coalition”) led by UTEP’s Aerospace center and the submission of the Coalition’s application to the Build Back Better Regional Challenge Phase 1; and

WHEREAS, in December of 2021, from a pool of 529 applicants, the EDA announced that this coalition was one of sixty coalitions nationwide awarded Phase 1 Funding under the Build Back Better Challenge, and invited the Coalition to apply for Phase 2; and

WHEREAS, the Coalition’s application requested \$100 million dollars to fund several projects, among them the construction of an Advanced Manufacturing District; and

WHEREAS, on September 2, 2022, EDA announced that the Coalition’s application was selected, however, only \$40 million dollars were approved by the EDA; and

WHEREAS, out of the \$40 million dollar grant, the Coalition allocated \$25 million dollars to the construction of three buildings within the Advanced Manufacturing District; and

WHEREAS, at the end of construction, the three buildings within the Advanced Manufacturing District will be leased to manufacturers in the advanced manufacturing, defense, aerospace, and related industries; and

WHEREAS, related to but separate from the EDA grant, the City of El Paso has completed the construction of the Innovation Factory located 501 George Perry Blvd (“Innovation Factory”); and

WHEREAS, although no EDA funds were used for the construction of the Innovation Factory, the Innovation Factory is a crucial component of the Advanced Manufacturing Campus and was constructed to bolster defense and manufacturing capabilities by attracting and assisting new entrants into those industries in the region while also building the skills of our area’s workforce; and

WHEREAS, on August 1, 2022 City Council approved the appropriation of \$3,000,000 of grant funds from the Coronavirus State and Local Fiscal Recovery Funds to assist impacted or disproportionately impacted small businesses in the manufacturing industry sector; and

WHEREAS, such funds will be used to assist tenants leasing space at the Innovation Factory that meet the requirements of the Coronavirus State and Local Fiscal Recovery Fund; and

WHEREAS, the City wishes to set the framework for the leasing, operation, and maintenance of the Advanced Manufacturing Campus and Innovation Factory in accordance to the requirements of the EDA grant and the Coronavirus State and Local Fiscal Recovery Fund.

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

1. That the Director of Aviation is authorized to create and amend policies for the lease of the Innovation Factory and buildings within the Advanced Manufacturing Campus to businesses engaged in the aerospace, defense, advanced manufacturing and related sectors, as determined by the Director of Aviation, in compliance with all applicable grant and FAA requirements.
2. That the Director of Aviation, or designee, is authorized to execute and amend leases of space within the Innovation Factory and buildings constructed within the Advanced Manufacturing Campus provided such leases are approved by the City Attorney's Office as to form.
3. That the Director of Aviation, or designee, is authorized to exercise all rights within the executed agreements including termination of such leases.
4. That the Director of Aviation, or designee, is authorized to execute any MOU or similar agreements with community partners such as UTEP for the provision of services and use of space at the Innovation Factory and other buildings located in the Advanced Manufacturing Campus provided such agreements are approved by the City Attorney's Office as to form.
5. That the Director of Aviation, or designee, is authorized to execute any related documents required to execute the policies and agreements authorized by this resolution.
6. That the Director of Economic Development is authorized to create a policy to use the appropriated Coronavirus State and Local Fiscal Recovery Funds to assist small businesses with the payment of rents and related expenses at the Innovation Factory.
7. That the Director of Economic Development, or designee, is authorized to execute any grant agreements, if necessary, with small businesses to cover rents and related expenses
8. That the Director of Economic Development, or designee, is authorized to exercise all rights within the executed grant agreement including termination of such agreements, if any.
9. That the Director of Economic Development, or designee, is authorized to execute any related documents required to execute the grant policy and administer the grant agreements, if any.
10. The City Manager, or designee, is authorized to perform any budget transfers in accordance to the purposes of this resolution.

(Signatures Begin on Following Page)

APPROVED this _____ day _____ 2023.


THE CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO CONTENT:




Elizabeth Triggs, Director
Economic & International Development
Department

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, Chief Operations Officer
Aviation Department



EL PASO MAKES: INNOVATION FACTORY

INCENTIVE AND LEASE POLICY

El Paso Makes: Innovation Factory Policy

Table of Contents

SECTION I. PURPOSE	2
SECTION II. DEFINITIONS	2
SECTION III. ECONOMIC DEVELOPMENT INCENTIVES	4
SECTION IV. ELIGIBILITY REQUIREMENTS AND SELECTION	4
SECTION V. UTEP INCUBATION SERVICES	5
A. Technology Innovation	5
B. Infrastructure & Facilities	5
C. Talent Acquisition & Development	5
D. Business Fundamentals	6
E. Business Growth	6
F. Evaluation of Progress	6
SECTION VI. LEASE	6
A. Use Requirements	6
B. Minimum Space Requirements	6
C. Term	7
D. Insurance	7
E. Lease Rate	7
G. Not Included in the Lease Rate	7
H. Subleasing and Assignment	8
I. Innovation Factory Regulations	8
SECTION VII. TERMINATION	8
EXHIBIT A – Innovation Factory Program Application	9
EXHIBIT B – Innovation Factory Building Regulations	19

El Paso Makes: Innovation Factory Policy

SECTION I. PURPOSE

On August 1, 2022, City Council approved a Resolution for appropriation of \$3,000,000 of the grant funds from the Coronavirus State and Local Fiscal Recovery Funds, to assist impacted or disproportionately impacted small businesses in the manufacturing industry sector in accordance with the requirements stipulated by the American Rescue Plan Act (“ARPA”) and federal guidelines in the Final Rule to cover expenses incurred to respond and recover from the COVID-19 public health crisis. Per the Resolution, such funding may be used to provide loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees and mortgage, rent, utility, and other operating costs; and technical assistance, counseling or other services to support business planning; or other assistance as identified in the Final Rule to support impacted and disproportionately impacted small businesses in the manufacturing industry sector, to include small business startups, microbusinesses, or individuals seeking to start small or microbusinesses.

The El Paso Makes: Innovation Factory Incentive and Lease Policy (“Policy”), contains guidelines on the leasing of space at the El Paso Makes: Innovation Factory (“Innovation Factory”) and the provision of incentives to Small Businesses occupying the Innovation Factory. Small Businesses, as defined by this Policy, are early stage, new or existing manufacturing technology businesses targeting the aerospace, defense, or other advanced manufacturing markets; and would greatly benefit from incubation services. Economic Development Incentives, funded through ARPA, will provide a mechanism to offset costs associated with Small Business’(re)location to the Innovation Factory.

The Innovation Factory is owned by the City of El Paso (“COEP”), managed by the El Paso International Airport (“ELP”), and is located at 501 George Perry Drive, El Paso, Texas 79925. The Innovation Factory was built for the purpose of incubating and accelerating Small Businesses, as defined herein, and connecting them to aerospace and defense markets. Applicants approved under this policy will lease space at the Innovation Factory.

This document is meant to serve as a guide for COEP staff and does not create any obligations on COEP. The COEP may modify this policy as the deemed necessary for the benefit of the COEP, always in accordance with local, state and federal regulations. Notwithstanding anything to the contrary, this document does not confer any rights to any party.

SECTION II. DEFINITIONS

Aerospace Center at The University of Texas at El Paso - The Aerospace Center’s mission is to educate and prepare a diverse, future-ready workforce for high-paying, in-demand careers through project-based learning in applied, cutting-edge research in aerospace, defense, and energy.

Aerospace Markets - Product is integrated into or is an aircraft, rocket, missile, spacecraft, or any product that is meant to operate in the earth’s atmosphere or space beyond. A product is also considered related to aerospace if the item is critical for the operation or maintenance of aircraft, rockets, missiles, spacecraft, satellites, or any other items that are meant to operate in the earth’s atmosphere or space beyond.

Advanced Manufacturing - The use of innovative technologies that enhance business competitiveness by increasing quality, productivity, and efficiency. Advanced manufacturing can include production activities that depend on the information, automation, computation, software, sensing, and networking.

El Paso Makes: Innovation Factory Policy

Applicant – A business that submits a formal application requesting incentives under the City of El Paso’s Innovation Factory Policy. Applicants will be Small Businesses, as defined herein, focusing on product development with the use of advanced manufacturing technologies, focused on maturing advanced manufacturing technologies or focused on deploying advanced manufacturing technologies. Markets for these Small Businesses could include, but is not limited to, aerospace and defense or renewable or alternative energy.

Common Areas – Areas of the building that are available for use by all tenants on a non-exclusive basis.

Cybersecurity - Different types of activities whose goal is to protect digital infrastructure from unauthorized access or harm.

Early Stage – The Small Business’s idea or proposed product is deemed scalable and is gaining more customer traction attracting larger funding.

El Paso Makes: Innovation Factory (“Innovation Factory”) - Owned by the City of El Paso, managed by the El Paso International Airport (ELP), and is located at 501 George Perry Drive, El Paso, Texas 79925, built for the purpose of encouraging aerospace, defense, and advanced manufacturing.

Facility Manager - A professional who oversees the daily operations of the Innovation Factory.

Growth Stage – The company has reached a consistent customer base and is producing income consistently. This stage is often accompanied by an increase in employees to manage the growing workload.

Landlord – The El Paso International Airport.

Lease – A legal, binding contract outlining the terms under which a person or corporate entity agrees to rent property owned by the COEP and managed by the El Paso International Airport.

Leased Space - Areas of the building that are available for a tenant’s exclusive use, as specified in the lease contract.

National Defense Market - Assists the federal or state government with ensuring national safety, welfare, and economy particularly resulting from foreign military action or natural disaster. An item is also considered related to national defense if the product is incorporated into another item that is used to assist the federal or state government with ensuring national safety, welfare, and economy particularly resulting from foreign military action or natural disaster.

Operating Hours - Monday through Friday from 8am to 5pm, excluding holidays.

Panel – One representative each from the Aerospace Center and the W.M. Keck for 3D Innovation at UTEP and four representatives from the City of El Paso.

Pre-Seed Stage - This stage typically refers to the period in which a company's founders are first getting their operations off the ground, often verifying the viability of the idea and completing their business model.

Seed Stage – The idea becomes a business with customer traction.

Small Business – early stage, new or existing manufacturing technology businesses targeting aerospace, defense and other advanced manufacturing markets; and would benefit greatly from incubation services.

El Paso Makes: Innovation Factory Policy

Tenant - A person or a corporate entity leasing space at the Innovation Factory.

W.M. Keck Center for 3D Innovation at the University of Texas at El Paso (Keck Center) - A multidisciplinary research center focused on the use and development Additive Manufacturing (AM) technologies with primary focus areas in AM Technology Development, Engineered and Structured Materials, and Advanced AM Applications.

SECTION III. ECONOMIC DEVELOPMENT INCENTIVES

Selected applicants will receive from the COEP up to a 100% subsidy of the rent and associated expenses for the lease of space at the Innovation Factory. The funding will come from American Rescue Plan Act funds for years 2023-2026. Per ARPA requirements, these funds must be allocated by year end 2024 and expended by year end 2026.

Applicants may request funds for tenant improvements at the Innovation Factory in an amount approved by the panel.

In order to comply with Federal Aviation Administration regulations, ELP must charge fair market value for the lease of space owned by the COEP, managed by ELP. The rental payments under the lease approved under this policy will be calculated on an annual basis and due in advance. In the event of a cancellation of a grant agreement, no refunds of rental payments will be made by ELP, however, ELP will ensure to credit any rental payments made to ensure that ELP does not charge duplicate rent for the same space. Any charges for expenses made by ELP will be reconciled annually and ELP will credit any overpayments. Refund of funds will only be made if a credit is not appropriate. In the event of a refund of funds by ELP, the tenant will not be entitled to such refund but rather the refund will be made back to the City where the funds will be reallocated to other applicants in accordance with any applicable ARPA regulations.

SECTION IV. ELIGIBILITY REQUIREMENTS AND SELECTION

In order to be eligible for incentives and to lease space at the Innovation Factory, a person or a corporate entity must:

- A. Fill-out and submit a complete application as provided by COEP;
- B. Demonstrate negative economic impact caused by COVID, as required by ARPA;
- C. Provide a business plan or proforma to include current and projected revenue;
- D. Provide the number of employees; and
- E. Provide detailed information about any required tenant improvements to property, if applicable.

To be eligible an applicant, the applicant must be a Small Business that is focused on at least one of the following areas:

- A. Focuses on developing a product or technologies using advanced manufacturing technologies;
- B. Focuses on maturing advanced manufacturing technologies or advanced materials;
- C. Focuses on deploying advanced manufacturing technologies as a service;
- D. Manufactures products that will accelerate the adoption of alternative or renewable sources of energy; or
- E. Manufactures products for aerospace or national defense markets.

El Paso Makes: Innovation Factory Policy

Office space not needed to support manufacturing will be available to Small Businesses that support manufacturing. To be eligible these spaces, an applicant must be a Small Business that:

- A. Provides design engineering services for manufacturers;
- B. Develops cybersecurity solutions for manufacturers, or
- C. Develops software or system designs for aerospace and defense markets, or other markets requiring manufacturing technology, including but not limited to renewable and alternative energy markets.

A panel consisting of staff from the COEP, the Aerospace Center and the W.M. Keck Center for 3D innovation will select applicants based on the following considerations:

- A. Rational, workable technology solution for product or service;
- B. A solid business plan with a proven market for product or service;
- C. Applicant's demographic information (gender, race, ethnicity, and educational attainment) that ensures we are serving a broad and diverse cross section of our community and that is reflective of our community's demographics;
- D. Commitment to growing in El Paso;
- E. Potential to produce jobs in the local area; and
- F. Potential for growth into the Advanced Manufacturing District.

To aid in decision making and at the discretion of the panel, the applicant may be invited to present their application and pitch deck in person.

SECTION V. UTEP INCUBATION SERVICES

UTEP will be responsible for incubation service delivery to tenants through the El Paso Makes: Innovation Network for Manufacturers. The programming is designed to make the tenant competitive and to introduce the tenant to potential customers in aerospace and defense markets. Services include, but are not limited to:

A. Technology Innovation

- 1. Technology and digital infrastructure assessment;
- 2. Product and process development and improvement;
- 3. Prototyping;
- 4. Research and development support;
- 5. Technical consultation about the adoption of digital integration strategies; and
- 6. Technical consultation about the adoption of advanced manufacturing technologies.

B. Infrastructure & Facilities

- 1. Technical consulting on facility and process upgrades required for AS9100D quality certifications; and
- 2. Technical consulting on facility and process upgrades for ITAR registration.

C. Talent Acquisition & Development

- 1. Assessment of workforce needs and connection with existing programs and training dollars to support training and workforce needs; and
- 2. Development of training programs to support workforce needs.

El Paso Makes: Innovation Factory Policy

D. Business Fundamentals

1. Department of defense contracting assistance;
2. One-on-one business coaching and support; and
3. Development of financing plan and connection to potential financing sources.

E. Business Growth

1. Access to CONNEX El Paso, a supply chain database tool to connect to new customers and suppliers and active support from Innovation Network staff to connect customer to new business opportunities;
2. Annual Aerospace and Defense Supplier Summit;
3. Annual Technology Forum;
4. Monthly networking meetings; and
5. Promotion at aerospace and defense trade shows.

F. Evaluation of Progress

Tenants will receive incubation services for three years. At the end of that term, the tenant will be evaluated based on a number of criteria that will depend on the type of company and its business and technology maturity to determine whether to continue incubation services or to graduate them into the acceleration track. Companies who graduate into acceleration services will be invited to lease in the Advanced Manufacturing District and will continue to receive services as needed through the Innovation Network for Manufacturers.

Tenants are required to provide a semi-annual report to UTEP, COEP and ELP, documenting growth and progress. The semi-annual report is to be comprised of:

1. Any updates to business plan
2. Number of employees;
3. Annual revenue; and
4. New business/contracts through support from Innovation Network.

Tenants are also required to respond to an annual survey administered by UTEP. Tenants are encouraged to collaborate with other tenants. Tenants are encouraged to attend meetings hosted by UTEP for Innovation Factory Tenants.

COEP and ELP at their sole discretion may provide other or similar types of services to tenants that are aimed at assisting small businesses.

SECTION VI. LEASE

A. Use Requirements

Tenants must use the property based on the eligibility requirements and as submitted in the application.

B. Minimum Space Requirements

A person or entity applying to lease space at the Innovation Factory must lease at least one maker space, one office, and one storage unit. Any exceptions must be approved by the COEP.

Individual offices may be leased in the event that all maker spaces are leased and offices remain available.

El Paso Makes: Innovation Factory Policy

C. Term

COEP may enter into a lease with an Eligible Person or entity for a term not to exceed 3 years provided, however, that the actual term granted to an Eligible Person will be determined on a case-by-case basis. A tenant may apply for a renewal of a lease no later than 2 months prior to the expiration of the Tenant's current lease.

D. Insurance

All tenants are required to have Renter's Insurance, Fire and Extended Coverage Insurance, and Commercial General Liability Insurance for the term of their lease.

E. Lease Rate

All tenants will be required to pay the Lease Rate as provided in the Lease Agreement.

F. Expense Amounts

Tenants will be required to pay for their pro rata portion of expenses at the Innovation Factory as set in the Lease. The following amenities and services are included as part of the Expense Amount:

1. Utilities (gas, water, wastewater, electricity);
2. Conference room access;
3. Break room access;
4. Building Insurance;
5. Maintenance;
6. Common area janitorial services;
7. Trash Services;
8. Pressurized Air;
9. 24-hour access;
10. Parking;
11. Building Security during operating hours; and
12. Property Management Service.

Nothing in this policy obligates the City to provide the services above. The City will conduct a reconciliation of the expenses at the end of each year. The tenant will be responsible for paying any expenses that exceed the actual Expense Amount paid by the tenant. The City will credit any overpayments to the tenant. No refunds will be issued. Following the reconciliation every calendar year, the Landlord will establish a new Expense Amount and will notify the Tenant of the new Expense Amount. The Tenant will pay the new Expense Amount within 30 calendar days of notification by the Landlord.

G. Not Included in the Lease Rate

The following are not included as part of the lease rate. Tenant is responsible for obtaining and paying for the following:

1. Renter's insurance and fire and extended coverage;
2. Commercial liability insurance;
3. Environmental pollution liability insurance;
4. Real Property Taxes; and
5. Inventory, Equipment and Personal Property Taxes.

El Paso Makes: Innovation Factory Policy

The tenant may elect to obtain the following services at the tenant's expense:

1. Janitorial services to leased space areas; and
2. Telephone and internet service.

H. Subleasing and Assignment

A tenant may not sublease or assign a lease without the express written consent of ELP.

I. Innovation Factory Regulations

All tenants will abide by the Innovation Factory Regulations ("Regulations") published by the Airport pertaining to the lease and use of space at the Innovation Factory. ELP will publish the Regulations on its website. ELP may change the Use Regulations as ELP deems necessary in the best interest of the airport and the Innovation Factory. All tenants will abide by any new Regulations published by ELP on the website.

SECTION VII. TERMINATION

COEP may cancel the lease and/or grant agreement following a 30-calendar day written notice, if COEP determines, in its sole discretion, that this lease must be canceled for any of the following reasons: (1) to allow COEP to comply with any Federal Aviation Administration or other federal or state agency requirements, (2) COEP requires the Premises for aeronautical purposes, or (3) COEP requires the Premises for any other municipal or airport purposes in the sole discretion of COEP.

Cancellation for failure to comply with requirements. If the tenant fails to comply with the requirements of the policy, this lease agreement, or the grant agreement following notice and a 30-calendar day opportunity to cure, then COEP may cancel any or all agreements with the tenant, at COEP's sole discretion, and the tenant will be responsible for repaying any funds granted under the grant agreement and responsible for any amounts under the lease agreement.

Cancellation by Tenant. Tenant may cancel the lease agreement and grant agreement upon 90-calendar day written notice if the tenant is unable to continue its business operations in accordance to the application approved for grant funds. The notice provided by the tenant must explain the reasons the tenant is unable to continue to operate its business as provided in the application approved for the grant funds. Upon receipt of notification COEP may immediately reallocate any funds approved for the tenant.

El Paso Makes: Innovation Factory Policy

EXHIBIT A – Innovation Factory Program Application

In order to be eligible for incentives and to lease space at the Innovation Factory, a person or a corporate entity must:

Fill-out and submit a complete application as provided by COEP,
Provide a business plan or proforma to include current and projected revenue,
Provide the number of employees; and provide detailed information about any proposed tenant improvements to property, if applicable.

Applicant Information

1. Applicant Company *

2. Name of Founder/ Point of Contact *

3. Email *

4. Phone *

5. Applicant headquarters address *

El Paso Makes: Innovation Factory Policy

6. If considered a startup, select your startup stage. The definitions provided are to be used only for the purposes of this application and the El Paso Makes Innovation Factory program. *

- ☐ **Pre-Seed Stage:** This stage typically refers to the period in which a company's founders are first getting their operations off the ground, often verifying the viability of the idea and completing their business model.
- ☐ **Seed Stage:** The idea becomes a business with customer traction. Equity is often provided in exchange for larger amounts of funding.
- ☐ **Early Stage:** The idea is deemed scalable and is gaining more customer traction attracting larger funding. This phase is often before the first series A funding round.
- ☐ **Growth Stage:** The company has reached a consistent customer base and is producing income consistently. This stage is often accompanied by an increase in employees to manage the growing workload.
- ☐ **Small Business:** Small Businesses are generally considered as a privately owned, for-profit enterprises with 500 employees or fewer with certain exceptions depending on industry.
- ☐ Other

7. Business Structure *

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ LLC
- ☐ C Corp
- ☐ S Corp
- ☐ Non-Profit (501 C3)

8. Briefly describe the products that will be manufactured and the method of manufacturing such products: *

El Paso Makes: Innovation Factory Policy

9. Website and Social-media *

10. To be an eligible applicant, the applicant company must be focused on at least one of the following areas: *

- ☐ Focuses on developing a product or technologies using advanced manufacturing technologies;
- ☐ Focuses on maturing advanced manufacturing technologies or advanced materials;
- ☐ Focuses on deploying advanced manufacturing technologies as a service;
- ☐ Manufactures products that will accelerate the adoption of alternative or renewable sources of energy; or
- ☐ Manufactures products for aerospace or national defense markets

11. Office space not needed to support manufacturing startups will be available to businesses that support manufacturing. To be eligible these spaces, an applicant must be a startup that

- ☐ Provides design engineering services for manufacturers
- ☐ Develops cybersecurity solutions for manufacturers
- ☐ Develops software or system designs for aerospace and defense

12. Have you received incentives from any of these organizations in the past?

- ☐ City of El Paso
- ☐ El Paso County
- ☐ State of Texas
- ☐ None of the above

El Paso Makes: Innovation Factory Policy

13. Describe the problem you are solving *

14. Describe who you are solving the problem for *

15. How are you solving it? *

16. Number of people working full-time *

17. Number of people outside El Paso *

18. Number of people working part-time *

19. Please, select all that apply: The applicant company is a *

- ☐ UTEP Keck Center Spinoff
- ☐ West Texas community startup
- ☐ Startup/small business from outside the region
- ☐ Other

El Paso Makes: Innovation Factory Policy

20. How many people will be using the Innovation Factory?

**Please note that office spaces have a max occupancy of two **

- ☐ 2-5
- ☐ 6-10
- ☐ 11-15
- ☐ 15+

21. Describe your plans for growth in El Paso *

22. Do you require improvements or enhancements for the space? *

- ☐ Yes
- ☐ No

23. If you replied "Yes" to question 22, please, describe necessary improvements or enhancements for your space *

24. Have you leased a workspace before? *

- ☐ Yes
- ☐ No

25. If you replied "Yes" to question 24, please provide rate and zip code of your previous location *

El Paso Makes: Innovation Factory Policy

Employee Demographics

Please, fill out this section describing your team to the best of your knowledge. This is confidential information and will only be reported by aggregate.

26. How many people on your team are self described as female?
** Note: This question is meant to capture and understand trends in the representation of females in STEM related fields. **

27. Please, describe people belong to the following races *

	1-5	6-10	11-15	16-20	20+
White	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Black or African American	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Native Hawaiian or Other Pacific Islander	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Hispanic or Latinx	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Asian	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Prefer not to respond	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

El Paso Makes: Innovation Factory Policy

28. Please, describe how many people belong to the following educational attainment categories *

	1-5	6-10	11-15	16-20	20+
Master's degree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Bachelor's degree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Associate's degree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Some college, no degree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
High school diploma or equivalent	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
No formal educational credential	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Prefer not to respond	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

El Paso Makes: Innovation Factory Policy

Tenant Requirements

29. Expected move-in day * Please input date (M/d/yyyy)

30. Manufacturing space (SF) *

31. Office space (SF) *

32. Storage space (SF) *

Please Provide the Following

**Tenants must fill out and submit a Form 1295 with the Texas Ethics Commission. For more information visit <https://www.ethics.state.tx.us/filinginfo/1295/>.*

33. Upload business plan or proforma *

↑ Upload file

File number limit: 5 Single file size limit: 10MB Allowed file types: Word, Excel, PPT, PDF, Image, Video, Audio

34. Upload pitch deck *

↑ Upload file

File number limit: 5 Single file size limit: 10MB Allowed file types: Word, Excel, PPT, PDF, Image, Video, Audio

El Paso Makes: Innovation Factory Policy

35. Articles of Incorporation *

📁 Upload file

File number limit: 5 Single file size limit: 10MB Allowed file types: Word, Excel, PPT, PDF, Image, Video, Audio

36. Certificate of Authority from the Texas Secretary of State *

📁 Upload file

File number limit: 5 Single file size limit: 10MB Allowed file types: Word, Excel, PPT, PDF, Image, Video, Audio

37. Proof of signatory authority *

📁 Upload file

File number limit: 5 Single file size limit: 10MB Allowed file types: Word, Excel, PPT, PDF, Image, Video, Audio

38. Upload information regarding space improvements and enhancements including specifications and safety measures. Modifications will be subject to panel approval *

📁 Upload file

File number limit: 5 Single file size limit: 10MB Allowed file types: Word, Excel, PPT, PDF, Image, Video, Audio

Billing Contact Information

39. Name *

40. Phone *

41. Email *

42. Billing Address *

El Paso Makes: Innovation Factory Policy


COVID 19 Impact

Please check the boxes that best describe the impact of COVID 19 on your company

43. My company has been impacted by COVID 19 in the following ways *

- ☐ Decreased revenue or gross receipts
- ☐ Financial insecurity
- ☐ Increased costs
- ☐ Capacity to weather financial hardship
- ☐ Challenges covering payroll, rent or mortgage, and other operating costs
- ☐ Other

44. Please upload supporting evidence of negative economic impact of COVID 19. *(Can use items such as profit loss statement.)* *

 Upload file

File number limit: 5 Single file size limit: 10MB Allowed file types: Word, Excel, PPT, PDF, Image, Video, Audio

45. Signature *

46. Date *

Please input date (M/d/yyyy)



EXHIBIT B — Innovation Factory Building Regulations

All persons leasing or using space at the Innovation Factory must abide by these Innovation Factory Regulations (“Regulations”).

1. **Maintenance.** Tenant will maintain all Leased Space and Common Areas in a clean, safe and orderly condition at all times. Tenant will not tamper or attempt to fix any fixtures in the Common Areas and Leased Space. Tenant will report all problems to the Facility Manager or to the after-hours phone line provided by Facility Manager.
2. **Alterations and Improvements.** No alterations or improvements to Leased Space shall be made without the prior Landlord’s written approval. Tenant shall not make alterations or improvements to Common Areas.
3. **Tenant’s Contractors and Technicians.** All contractors, contractor's representatives and installation technicians performing work in the Building shall be subject to Landlord's prior approval and shall be required to comply with Landlord's standard rules, regulations, policies and procedures, which may be revised from time to time.
4. **Signs.** No signs, advertisements, or notices shall be painted or affixed to windows, doors or other parts of the Building, except those of such color, size, style and in such places as are first approved in writing by Landlord. All tenant identification and suite numbers at the entrance to the Premises shall be installed by Landlord, at Tenant's cost and expense, using the standard graphics for the Building. Except in connection with the hanging of lightweight pictures and wall decorations, no nails, hooks or screws shall be inserted into any part of the Building except by maintenance personnel.
5. **Access to the Building.** Tenants have access to the building 24 hours a day, 7 days a week provided that the Facility Manager is only available Monday through Friday from 8am to 5pm, excluding holidays (“Operating Hours”). In the event of an emergency, Tenant should contact the Facility Manager or the after-hours phone line.
6. **Keys to Main Entrance.** A key or a key card to the entry doors of the Building shall be furnished by Landlord to Tenant at the beginning of occupancy, Tenant shall not make any duplicate keys or key cards. All keys/key cards shall be returned to Landlord at the expiration or early termination of the Lease. Lost or stolen keys/key cards shall be promptly reported to Facility Manager. The tenant will be solely responsible for the cost of replacing any lost, stolen, or damaged keys/key cards and for rekeying the Facility and issuing new keys to other tenants.
7. **Keys to Leased Space.** Tenant is responsible for installing locks on any premises exclusively leased to the Tenant. Tenant will provide a copy of the key(s) to the Landlord.
8. **Right to Enter.** Landlord and persons authorized by Landlord may enter the Building at all reasonable times upon reasonable advance notice (except in the case of an emergency in which case no prior notice is necessary) for the purpose of inspections, repairs, alterations to adjoining space, appraisals, or other reasonable purposes; including enforcement of Landlord’s rights under this Lease. Landlord also shall have the right to enter the Premises at all reasonable times

El Paso Makes: Innovation Factory Policy

after giving prior oral notice to Tenant, to exhibit the Premises to any prospective Tenant or other persons as reasonably determined by Landlord.

9. **Telecommunications.** Tenant shall not use more than its proportionate share of telephone lines and other telecommunication facilities available to service the building. If a tenant requires access to the IT/Electrical room, then the Tenant will notify the Facility Manager and the Facility Manager will provide access to the IT/Electrical room. Tenant will permanently label all of their connections by clearly identifying what the connection is for and the name of the tenant. Tenant will not tamper with another tenant's connections.
10. **Electrical System Capacity.** Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Landlord.
11. **Temperature.** The Innovation Factory will be kept at a temperature of 72 degrees Fahrenheit during Operating Hours. Tenants are prohibited from tampering with any thermostats.
12. **Heating and Cooling Devices.** Tenant shall not furnish cooling or heating to the Premises, including, without limitation, the use of electronic or gas heating devices, without Landlord's prior written consent
13. **Trash.** Landlord will provide trash receptacles for the proper disposal of non-hazardous trash and garbage. Tenant will use the designated receptacles. Piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner, on or about the Premises shall not be permitted. Tenant will not dispose of hazardous materials in the receptacles provided. Tenant will be responsible for the disposal of any hazardous materials in accordance with applicable laws. Tenant shall not throw away excess food or beverages in trashcans located in the offices to prevent smells within the work environment. Instead, Tenant shall deposit them in the trash cans located in the break rooms.
14. **Deliveries.** Deliveries of furniture, office equipment, or material to and from the Premises shall be made only at the times, in the areas and through the entrances and exits designated by Landlord. Tenant shall not make deliveries to or from the Premises in a manner that might interfere with the use by any other tenant of its premises or of the Common Areas, any pedestrian use, or any use which is inconsistent with good business practice.
15. **Parking.** Unassigned parking at a dedicated zone will be available for tenants and tenant's guests.
16. **Office Occupancy.** No more than 2 persons may occupy a single office.
17. **Makerspace Use.** Tenant will use makerspaces for manufacturing only. No office use will be allowed in makerspace areas. No storage of materials of any kind is allowed in makerspace areas.
18. **Storage Use.** Tenant will use the storage rooms for the storage of manufacturing materials. No storage of manufacturing materials is allowed in the maker spaces, offices, parking lot, or any other area in the Innovation Factory or outside.
19. **Conference Rooms.** Conference rooms must be booked in advance through Facility Manager.

El Paso Makes: Innovation Factory Policy

20. **Break Rooms.** Tenant shall not leave any unwashed dishes or utensils in the break rooms. Tenant will store dishes, utensils, food and beverages in the appropriate areas in the break room. Labeling food & beverage items stored in the pantry and fridges is highly recommended. Ensure food and beverages stored are properly packaged. Fridges will be cleared every Friday.
21. **Hazardous Materials.** All use and storage of hazardous materials must comply with all environmental laws. Tenant will only store hazardous materials in a storage space and can only store materials disclosed in application. A list of hazardous materials will be updated by the tenant and provided to Facility Manager every 6 months. Tenant shall immediately report any spills of hazardous material to Facility Manager. Tenant remains responsible for the proper cleaning of hazardous materials spills in accordance to applicable environmental laws.
22. **Guests.** Tenant must be present while Tenant's guest is invited to visit the space. No other individual other than those stated on the Lease are allowed to utilize a key to the Building's entry doors. Tenant will not be allowed to have guests/individuals not authorized via the lease agreement to utilize any workspaces. Casual guests and visitors are not permitted outside of Regular Hours. Only Tenant's clients or professional contacts are welcome after Operating Hours. Children are allowed in the workplace on a case-by-case basis and must be accompanied by an adult at all times. Children under the age of fifteen are not allowed in the makerspace areas.
23. **Conduct.** Tenant shall not: (1) make or permit any improper, objectionable, or unpleasant noises or odors in the Building, or otherwise, interfere in any way with other Tenant or persons having business with them; (2) conduct or permit other activities in the Building that might, in Landlord's sole opinion, constitute a nuisance.
24. **Prohibited Conduct.** Tenant and Tenant's guests may not engage in criminal conduct, regardless of whether or where arrest or conviction occurs. Tenant and Tenant's guests may not behave in a loud or obnoxious manner; or disturb or threaten the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the Innovation Factory. Theft or on-premise criminal acts of any nature will result in immediate termination of the agreement by the Landlord without a refund of the deposit. Vaping, smoking, drugs of any type, and alcoholic beverages are not permitted inside Innovation Factory.
25. **Animals.** No animals, except those assisting handicapped persons, shall be brought into the Building or kept in or about the Premises.
26. **Valuable Personal Items.** We recommend locking up items of value including but not limited to valuable personal items and technology items - laptop, charger, mouse, mouse pad, etc.
27. These regulations are designed and implemented to ensure that all tenants have a seamless, productive, and professional atmosphere to work in and thrive. Regulations may be edited or added as needed. Tenant will be afforded one warning. The tenant and users agree that the contravention of such regulations can result in immediate removal from leased premises and/or immediate termination of tenancy, without return of security deposit. Failure by a tenant to abide by these Regulations is grounds for termination of the tenant's lease.

Innovation Factory Agreement
301 George Perry Blvd., Suite E&F Room ____

El Paso International Airport
El Paso, Texas

TENANT

_____, 202
Effective Date

**INNOVATION FACTORY AGREEMENT
TABLE OF CONTENTS**

ARTICLE I PREMISES AND PRIVILEGES	2
SECTION 1.01 DESCRIPTION OF PREMISES DEMISED	2
SECTION 1.02 RIGHT OF INGRESS AND EGRESS.....	2
SECTION 1.03 RESTRICTIONS OF PRIVILEGES, USES AND RIGHTS	2
SECTION 1.04 CONDITIONS OF GRANTING AGREEMENT	4
ARTICLE II - OBLIGATIONS OF LANDLORD	4
SECTION 2.01 QUIET ENJOYMENT	4
SECTION 2.02 LANDLORD’S RIGHT OF ENTRY	4
SECTION 2.03 CONDITION AND MAINTENANCE OF PREMISES.	4
SECTION 2.04 INTENTIONALLY DELETED	5
ARTICLE III - OBLIGATIONS OF TENANT.....	5
SECTION 3.01 CONDITION AND MAINTENANCE OF PREMISES	5
SECTION 3.02 INTERNAL IMPROVEMENTS	5
SECTION 3.03 COMPLIANCE WITH LAWS.....	6
SECTION 3.04 UTILITIES	9
SECTION 3.05 TRASH, GARBAGE, AND OTHER REFUSE.....	10
SECTION 3.06 PERMITTED USES	10
SECTION 3.07 APPROVAL OF PLANS.....	10
SECTION 3.08 AUTHORIZATION TO ENTER RESTRICTED AREA	10
SECTION 3.09 SECURITY	10
SECTION 3.10 PENALTIES ASSESSED BY FEDERAL GOVERNMENT	10
ARTICLE IV - TERM OF LEASEHOLD	11
SECTION 4.01 TERM	11
SECTION 4.02 OPTION TO EXTEND	11
SECTION 4.03 HOLDING OVER	11
SECTION 4.04 NATIONAL EMERGENCY	11
ARTICLE V - RENTALS	11
SECTION 5.01 RENTAL.....	11
SECTION 5.02 EXPENSES	12
SECTION 5.03 UNPAID RENT, FEES AND CHARGES	13
SECTION 5.04 TIME OF PAYMENT.....	13
SECTION 5.05 PLACE OF PAYMENT	13
ARTICLE VI - DAMAGE OR DESTRUCTION OF PREMISES	13
SECTION 6.01 DAMAGE OR DESTRUCTION	13
SECTION 6.02 DAMAGE CAUSED BY TENANT	13
ARTICLE VII - INSURANCE AND INDEMNIFICATION.....	14
SECTION 7.01 LIABILITY INSURANCE.....	14
SECTION 7.02 COMMERCIAL RENTER'S INSURANCE	14
SECTION 7.03 ENVIRONMENTAL INSURANCE.....	14
SECTION 7.04 INDEMNIFICATION	14
SECTION 7.05 ADDITIONAL EXPENSES.....	15

ARTICLE VIII - CONDEMNATION	15
SECTION 8.01 DEFINITION	15
SECTION 8.02 NOTICE OF CONDEMNATION.....	16
SECTION 8.03 RIGHTS OF PARTIES DURING CONDEMNATION PROCEEDING	16
SECTION 8.04 TAKING OF LEASEHOLD.....	17
SECTION 8.05 TOTAL TAKING	17
SECTION 8.06 PARTIAL TAKING	17
SECTION 8.07 OBLIGATIONS OF TENANT UNDER PARTIAL TAKING.....	17
SECTION 8.08 TAKING OF TEMPORARY USE OF PREMISES AND IMPROVEMENTS.....	17
ARTICLE IX - ENCUMBRANCES	18
INTENTIONALLY DELETED	
ARTICLE X - EXPIRATION, CANCELLATION, ASSIGNMENT AND TRANSFER	18
SECTION 10.01 EXPIRATION	18
SECTION 10.02 CANCELLATION	18
SECTION 10.03 REPOSSESSING AND RELETING	19
SECTION 10.04 ASSIGNMENT AND TRANSFER.....	19
SECTION 10.05 SUBLEASING	20
SECTION 10.06 CANCELLATION AT LANDLORD'S DISCRETION.....	20
SECTION 10.07 CANCELLATION FOR FAILURE TO COMPLY WITH REQUIREMENTS	20
SECTION 10.08 CANCELLATION BY TENANT.....	20
SECTION 10.09 LIQUIDATED DAMAGES IN EVENT OF CANCELLATION	20
ARTICLE XI - GENERAL PROVISIONS	20
SECTION 11.01 RIGHT OF FLIGHT.....	20
SECTION 11.02 TIME IS OF THE ESSENCE	21
SECTION 11.03 NOTICES.....	21
SECTION 11.04 ATTORNEY'S FEES.....	21
SECTION 11.05 AGREEMENT MADE IN TEXAS	22
SECTION 11.06 GENERAL CIVIL RIGHTS PROVISION	22
SECTION 11.07 COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS	22
SECTION 11.08 AFFIRMATIVE ACTION.....	23
SECTION 11.09 FAA ORDER 1400.11	23
SECTION 11.10 CUMULATIVE RIGHTS AND REMEDIES	26
SECTION 11.11 INTERPRETATION	26
SECTION 11.12 AGREEMENT MADE IN WRITING	26
SECTION 11.13 PARAGRAPH HEADINGS.....	26
SECTION 11.14 SEVERABILITY	26
SECTION 11.15 SUCCESSORS AND ASSIGNS	26
SECTION 11.16 TAXES AND OTHER CHARGES	26
SECTION 11.17 WAIVER OF WARRANTY OF SUITABILITY	27
SECTION 11.18 WAIVER OF RELIANCE AND ASSUMPTION OF RISK	27
SECTION 11.19 SURVIVAL OF CERTAIN PROVISIONS	27
SECTION 11.20 AUTHORIZATION TO ENTER AGREEMENT	27
SECTION 11.21 COMPLETE AGREEMENT.....	27
LANDLORD'S SIGNATURE AND ACKNOWLEDGMENT.....	29
TENANT'S SIGNATURE AND ACKNOWLEDGMENT	30

ATTACHMENTS:

EXHIBIT “A” -Leased Premises

EXHIBIT “B” - Tenant Improvements

EXHIBIT “C” – Building Regulations

EL PASO INTERNATIONAL AIRPORT

INNOVATION FACTORY AGREEMENT

THIS INNOVATION FACTORY AGREEMENT, (“Agreement” or “Lease”), entered into effective as of the ____ day of _____, between the **CITY OF EL PASO, TEXAS** (“Landlord”) and _____, a _____ (“Tenant”).

WITNESSETH:

WHEREAS, the Municipal Airports Act of the State of Texas (Chapter 22 of the Texas Transportation Code) authorizes municipal airports, as governmental entities, to establish the terms and fix the charges, rentals, or fees for the privileges or services. The charges, rentals, and fees must be reasonable and uniform for the same class of privilege or service and shall be established with due regard to the property and improvements used and the expenses of operation to the local government;

WHEREAS, Landlord owns and operates the El Paso International Airport as depicted in the Airport Layout Plan _____ (“Airport”) located in the County of El Paso, Texas;

WHEREAS, Landlord has constructed an Innovation Factory and facilities located on the Airport and has space and facilities available for lease, and Tenant desires to lease space in the Innovation Factory;

WHEREAS, Tenant has indicated a willingness and ability to properly operate, keep and maintain the portion of the Innovation Factory that it leases in accordance with the standards established by Landlord; and

WHEREAS, in furtherance of its authority, Landlord further desires to lease to Tenant certain facilities located at said Airport in accordance with the terms, covenants, and conditions set forth in this Agreement;

WHEREAS, the Landlord has adopted the El Paso Makes: Innovation Factory Incentive and Lease Policy (the “Policy”) to assist small businesses negatively impacted by COVID-19 and to promote the growth and development of startups engaged in the advanced manufacturing, aerospace, and defense manufacturing sectors;

WHEREAS, this lease is granted and structured in accordance to the Policy.

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

ARTICLE I
PREMISES AND PRIVILEGES

Section 1.01 Description of Premises Demised

Subject to and on the terms, conditions, covenants, agreements and undertakings hereinafter set forth, Landlord does hereby demise and lease to Tenant and Tenant does hereby lease from Landlord the following described Premises located in El Paso County, Texas, as follows:

- A. That certain office and warehouse space containing approximately _____ square feet, more or less, in total, as shown on Exhibit “A” attached hereto and incorporated herein by reference, and also known as Innovation Factory, 301 George Perry Blvd., Suite __, for Tenant's exclusive use:

Suite __	_____ square feet of office space _____ square feet of maker space _____ square feet of storage space _____ square feet total

(All square footage figures are approximate)

all of which will hereinafter be referred to as the “Premises” or “Leased Premises”.

Section 1.02 Right of Ingress and Egress

Landlord hereby grants to Tenant the rights of ingress to and egress from the Premises over and across the public roadways serving the Airport for Tenant, its agents and servants, patrons and invitees, suppliers of service and furnishers of material. Said right shall be subject to such ordinances, rules and regulations as now or may hereafter have application at the Airport.

In addition, the tenant will have the right to use up to ____ parking spaces located directly in front of the Leased premises. The right to use the parking spaces is non-exclusive and will be shared with other tenants on a first come first serve basis.

Section 1.03 Restrictions of Privileges, Uses and Rights

Tenant covenants and agrees that it shall use the Premises and common areas as provided in this Lease and the Innovation Factory Regulations (“Regulations”) posted on the City website, as updated from time to time in the discretion of the Landlord. For reference purposes the Regulations in effect as of the Effective Date of this Lease are attached to this Lease as Exhibit “C” provided that the Landlord reserves the right to update such regulations at any time, in the Landlord’s sole discretion, by posting the updated versions in the City website. No notification is required from the Landlord to the Tenant to update the Regulations. Updated Regulations become effective as of the date of the website posting. Tenant will abide by all updates to the Regulations.

Tenant shall not offer, or permit to be offered, retail services or sales. In connection with the exercise of its rights under this Agreement, Tenant:

- A. Shall not do, or permit to be done, anything at or about the Airport or the Premises that may interfere with the effectiveness or accessibility of the water system, drainage and sewage system, fire protection system, security system, fire hydrants and hoses, electrical system, natural gas, or other Airport systems installed or located on or within the Premises or the Airport.
- B. Shall not do, or permit to be done, any act or thing upon the Airport or the Premises that will invalidate or conflict with any fire or other casualty insurance policies covering the Airport or any part thereof.
- C. Shall not dispose of, or permit any employee, agent, contractor, or other person to dispose of, any waste material taken from, or products used with respect to, its aircraft or operations into the sanitary or storm sewers at the Airport or any other location on the Airport (whether liquid or solid), including but not limited to Hazardous Materials, unless such waste material or products first be properly treated by equipment installed with the prior written approval of Landlord and all other administrative bodies having appropriate jurisdiction or may remain untreated if wastewater guidelines limitations of the El Paso Water Utilities/Public Service Board are not exceeded.
- D. Shall not keep or store hazardous articles and materials including, without limitation, flammable liquids and solids, corrosive liquids, compressed gasses, and magnetized or radioactive materials on the Airport except when all of the following conditions are met: (1) in accordance with standards established by the National Board of Fire Underwriters, any such liquids having a flash point of less than one hundred degrees (100⁰) Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories; (2) said material shall be under the control and care of designated Tenant personnel; (3) said material shall be packaged and handled in compliance with applicable U. S. Department of Transportation, Environmental Protection Agency, or other such applicable regulations for transport and pre-transport of hazardous articles and materials; and (4) storage of hazardous materials shall comply with applicable federal, state, and local laws and regulations including, without limitation, building and fire code provisions. "Director" shall mean the Director of Aviation of the El Paso International Airport or other authorized representative of Landlord.
- E. Shall not install fuel storage tanks or pumping facilities for use in fueling any vehicle at the Airport without prior written approval of Landlord, said approval to be at Landlord's sole discretion.
- F. Shall not maintain or operate on the Premises or elsewhere at the Airport a cafeteria, restaurant, bar or cocktail lounge for the purpose of selling or dispensing food or

beverages to the public or to its employees; nor shall Tenant in any manner otherwise provide for the sale or dispensing of food and beverages at the Airport except that Tenant may provide vending machines solely for the sale of hot and cold beverages, food, and confections to Tenant's employees in areas not accessible to the general public.

Section 1.04 Conditions of Granting Agreement

The granting of this Agreement and its acceptance by Tenant are conditioned upon the following covenants:

- A. No functional alteration of the Premises shown on Exhibit "A" or functional change in the uses of the Premises shall be made without the specific written consent of Landlord; said consent to be at Landlord's sole reasonable discretion, which shall not be unreasonably withheld, conditioned, or delayed.
- B. The right to use public Airport facilities in common with others authorized to do so shall be exercised only subject to and in accordance with the laws of the United States of America and the State of Texas; the rules and regulations promulgated under their authority with reference to aviation and air navigation; and all applicable rules, regulations and ordinances of Landlord now in force or hereafter prescribed or promulgated by charter authority or by law.
- C. Tenant will utilize only the roadways, taxiways, or other direction, path, route, or form of travel Landlord may designate, from time to time, for Tenant's operation and movement on or about the Airport.

ARTICLE II **OBLIGATIONS AND RIGHTS OF LANDLORD**

Section 2.01 Quiet Enjoyment

Landlord agrees that upon Tenant's paying rent and performing all of the covenants, conditions, and agreements herein set forth, Tenant shall and may peaceably and quietly have, hold, and enjoy the Premises hereby demised for the term of this Agreement.

Section 2.02 Landlord's Right of Entry

Landlord and persons authorized by Landlord may enter the Premises at all reasonable times upon reasonable advance notice (except in the case of an emergency in which case no prior notice is necessary) for the purpose of inspections, repairs, alterations to adjoining space, appraisals, or other reasonable purposes; including enforcement of Landlord's rights under this Lease. Landlord also shall have the right to enter the Premises at all reasonable times after giving prior oral notice to Tenant, to exhibit the Premises to any prospective tenants or other persons as reasonably determined by the Landlord.

Section 2.03 Condition and Maintenance of Premises.

Landlord shall bear responsibility for the repair, maintenance and replacement of the mechanical systems of the Premises, including but not limited to, electrical, the plumbing system including replacement of major lines, the life-safety systems and the HVAC systems. Landlord shall bear responsibility for the repair, maintenance and replacement of the Structural Elements of the Premises, except for any damage caused by the act or omission of the Tenant, or any agent, employee, invitee, contractor, servant, or subtenant of Tenant, for which damage Tenant shall be responsible. "Structural Elements" shall mean the roof, foundation, load bearing columns and walls, exterior walls, exterior paint, common vehicle parking areas, and the aircraft parking apron.

Section 2.04 Intentionally Deleted.

ARTICLE III
OBLIGATIONS OF THE PARTIES

Section 3.01 Condition and Maintenance of Premises

Except as otherwise provided in this Lease, TENANT ACCEPTS THE PREMISES IN "AS IS" CONDITION. The Landlord makes no representations regarding the suitability of the Premises for any uses by the Tenant.

Section 3.02 Internal Improvements.

- A. General. Tenant will not make any alterations or improvements to the Premises without prior written approval of the Director or designee. Approval for improvements remains at the sole discretion of the Director or designee and may be conditioned or denied for any or no reason.
- B. Unapproved Improvement Default. In the event of such alteration, erection, placement, or maintenance without approval, Tenant will be considered in default of this Agreement and Landlord may terminate this Agreement in accordance with the provisions set forth in this Lease. In addition to termination, Tenant will be responsible for the costs incurred by the Landlord for removing any unauthorized improvements and/or the costs of restoring the Premises to its prior condition.
- C. Title to Improvements. All Leasehold Improvements made to the Premises by Tenant, shall be and remain the property of Tenant until the termination of this Agreement whether by expiration of the term, cancellation, forfeiture or otherwise. Upon the termination of this Agreement, whether by expiration, cancellation, or otherwise, title to such Leasehold Improvements shall vest in accordance with the Paragraph below.
- D. Permanent Improvements. All permanent Leasehold Improvements, if any, made by Tenant to the Air Cargo Center, of which the Premises are a part, shall become the property of Landlord upon the expiration, cancellation or early termination of this Agreement; provided, however, that at Landlord's sole discretion, Tenant shall remove all permanent improvements and restore the Premises to the condition existing as of the effective date of this Lease provided that Landlord informs Tenant, in writing, at the time of granting approval that Landlord wants those improvements removed. All improvements other than

permanent improvements and all fixtures of a non-permanent nature and all trade fixtures, machinery and equipment made or installed by Tenant may be removed from the Premises at any time by Tenant, subject to Landlord's lawful exercise of its landlord's lien, and to the extent that it does not cause structural or cosmetic damage to the Premises or any other portion of Landlord's Air Cargo Center and facilities.

- E. Tenant Improvements. The Tenant acknowledges that the Tenant needs certain tenant improvements to be performed to the Leased Premises in order for the Tenant to be able to move in and operate at the Leased Premises. The Landlord will construct the improvements described in Exhibit B at the request of the Tenant and at the tenant's sole expense. The Tenant will be responsible for the costs of the tenant improvements which costs are estimated at \$ _____ ("Estimated Improvement Costs"). The Tenant will pay the Estimated Improvement Costs within 30 calendar days of the Effective Date of this Lease. If the Estimated Improvement Costs are less than the actual improvement costs, then the Tenant will be responsible for paying the difference. In the event that a refund is warranted, the Tenant will not be entitled to the refund but rather the Landlord will refund the funds directly to the Landlord's Economic Development Department ("ED Department") where the funds will be reallocated to other tenants or applicants in accordance with the Policy and at the ED Department's sole discretion.

Section 3.03 Compliance with Laws

Tenant, at Tenant's expense, agrees that in the event it constructs, operates and/or maintains improvements on the Premises, such activities shall be done in accordance with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Landlord or Tenant, with respect to the use, occupation or alteration of the Premises and any improvements thereon. By way of example and not in limitation of the foregoing, the execution of this Lease and approval of Tenant's plans by the Airport shall not preclude the requirement that Tenant obtain all other approvals necessary for development of Tenant's project such as, but not limited to, building permits and certificates of occupancy.

Tenant, at Tenant's expense, specifically agrees to make or cause to be made all such alterations to the Premises, and any improvements thereon, including, without limiting the generality of the requirements of this sentence, removing such barriers and providing such alternative services, as shall be required by the Americans with Disabilities Act of 1990 and any other laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, which relate to use or occupation of the Premises and any improvements thereon by disabled persons ("Disabilities Laws").

Tenant shall, at Tenant's expense, comply with all present and hereinafter enacted Environmental Laws, and any amendments thereto, affecting Tenant's use, operation, occupation or alteration of the Premises including any improvements thereon.

A. Definitions.

1. “Environmental Laws” means any one or all of the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300h et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including sub-strata land.
2. “Hazardous Material” shall mean all substances, materials and wastes that are, or that become, regulated under or classified as hazardous or toxic under any Environmental Law and all petroleum products, such as gasoline, kerosene, diesel fuel, and the like.
3. “Release” shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.

B. Compliance.

1. Tenant shall not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, or transported to and from the Premises, by Tenant, its agents, employees, contractors, invitees, or a third party in violation of any Environmental Law; provided, further, that with respect to demolition of Existing Improvements, Tenant shall comply fully with all regulatory requirements, including, but not limited to, those governing asbestos abatement. **Tenant shall indemnify, defend and hold harmless Landlord, its successors and assigns, its employees, agents and attorneys from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are incurred or assessed as a result (whether in part or in whole) of any activity or operation on or discharge from the Premises or any improvements thereon. This obligation includes, but is not limited to, all costs and expenses related**

to cleaning up the Premises, improvements, land, soil, underground or surface water as required under the law. Tenant's obligations and liabilities under this paragraph shall continue so long as Landlord bears any liability or responsibility under the Environmental Laws for any action that occurred on the Premises or any improvements thereon.

This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material located on the Premises or any improvements thereon, or present in the soil or ground water on, under or about the Premises.

2. The parties agree that Landlord's right to enforce Tenant's promise to indemnify is not an adequate remedy at law for Tenant's violation of any provision of this Section. Landlord shall also have all other rights and remedies provided by law or otherwise provided in this Agreement.
3. Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises or in any improvements thereon or permitted by Tenant results in any contamination of the Premises or any improvements thereon, Tenant shall promptly take all actions at its sole cost and expense as are necessary to return the Premises or any improvements thereon to the condition existing prior to the introduction of any such Hazardous Material to the Premises or in any improvements thereon; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Premises or on any improvements thereon.
4. Tenant shall, at Tenant's own cost and expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws. Should the Government determine that site characterization, site assessment and/or a cleanup plan be prepared or that a cleanup should be undertaken on the Premises or in any improvements thereon, then Tenant shall, at Tenant's own cost and expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no cost or expense to Landlord, Tenant shall promptly provide all information requested by Landlord to determine the applicability of the Environmental Laws to the Premises or to respond to any governmental investigation or to respond to any claim of liability by third parties, which is related to environmental contamination.
5. Tenant shall immediately notify Landlord of any of the following: (a) any correspondence or communication from any governmental entity regarding

the application of Environmental Laws to the Premises or Tenant's operation on the Premises, and (b) any change in Tenant's operation on the Premises that will change or has the potential to change Tenant's or Landlord's obligations or liabilities under the Environmental Laws.

6. Intentionally omitted.
7. Nothing in Section 3.03 will make Tenant liable or responsible for, and Tenant shall have no obligations related to any hazardous materials which (i) existed on, under or about the Premises prior Tenant's occupation under this Agreement or any previous lease Agreement with Landlord for the Premises, (ii) which migrate to the Premises from off-site, or (iii) are introduced to the Premises during Landlord or its employees, agents or contractors, or any other person or entity except to the extent caused by Tenant or its employees, agents, contractors or Air carriers.
8. Landlord shall use commercially reasonable efforts to cause its other tenants in the Air Cargo Center to comply with all Environmental Laws.

C. Reporting.

1. At any time that Tenant submits any filing pertaining to its property, operations, or presence on the Airport with any governmental entity (other than the Internal Revenue Service) by way of example but not in limitation, the Federal Aviation Administration (FAA), the Environmental Protection Agency (EPA) or the Texas Commission on Environmental Quality (TCEQ), Tenant shall provide duplicate copies of the filing(s) and all related documents to Landlord.
2. Within ninety (90) days after expiration, termination or cessation of this Lease for any reason, Tenant shall provide a current Phase I environmental site assessment of the Premises prepared in accordance with recognized industry standards; and if, in the opinion of Landlord and based on report findings, the Premises shall require environmental remediation, Tenant shall perform same to return the Premises into a condition equal or better to that as of the effective date of the Lease. Landlord shall provide Tenant access to the Premises as needed in order for Tenant to comply with its obligations pursuant to this Section 3.05(C)(2).

Section 3.04 Utilities

Landlord will provide: Internet access, water, sewer gas, electricity used by the Tenant on the Premises during the term of this Lease.

Section 3.05 Trash, Garbage, and Other Refuse

Landlord shall provide proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all non-hazardous trash, garbage and other refuse. Tenant will not dispose of hazardous materials in the receptacles provided. Tenant will be responsible for the disposal of any hazardous materials in accordance to applicable laws.

Section 3.06 Permitted Uses

Tenant covenants and agrees that in no event will it enter into any business activity on the Premises other than those specified in the Regulations.

Section 3.07 Approval of Plans

Approval of any and all improvements, plans, signs, or documents by the Director does not constitute approval of the City or any other local, state, or federal agency. It is specifically understood that the Department of Aviation is only one of numerous departments of the City and that, in addition to obtaining approval of the Director, Tenant shall be required to obtain the approval of other departments as well.

Section 3.08 Authorization to Enter Restricted Area

Tenant understands that all of its agents, employees, servants or independent contractors must be authorized by Landlord to enter restricted areas as defined in Title 14 of the El Paso City Code as amended. Tenant understands that no person authorized to enter a restricted area by virtue of this Agreement may permit any person who is not otherwise authorized to enter a restricted area unless such person is, at all times while in the restricted area, in the company of an authorized person.

Section 3.09 Security

Tenant is familiar with the restrictions imposed on Landlord by 49 CFR Part 1540 and 1542 as amended and agrees to assume responsibility for compliance with said regulations as they relate to access and identification procedures on the Premises. Tenant recognizes that all persons in or on the Premises must comply with federal safety and security requirements.

Section 3.10 Penalties Assessed by Federal Government

Tenant understands and agrees that in the event any federal agency assesses a civil penalty against Landlord for any violation of a federal rule or regulation as a result of any act on part of Tenant, its agents, servants, employees, invitees, or independent contractors, Tenant will, upon invoice, promptly reimburse Landlord in the amount of the civil penalty assessed. Failure to reimburse Landlord within thirty (30) days of receipt of written notice shall be an event of default hereunder.

ARTICLE IV TERM OF LEASEHOLD

Section 4.01 Term

The “Term” of this Lease will be the Initial Term and any properly exercised Option Period, as provided below. This Lease shall be for an initial term of ____ (__) years (“Initial Term”), commencing on _____, 20__ (“Effective Date”).

Section 4.02 Option to Extend

In the event that Tenant is not in default of any terms of this Lease beyond any applicable notice and cure period, Tenant shall have the option to extend this Lease for ____ (__) additional term of ____ (__) years each. Tenant may exercise the option (“Option Period”) by notifying Landlord in writing in not more than one hundred twenty (120) days and not less than ninety (90) days prior to the expiration of the Initial Term. In the event Tenant exercises its option, the Lease shall be extended on the same terms and conditions, except that Rental shall be readjusted as noted in Article V below.

Section 4.03 Holding Over

It is agreed and understood that any holding over by Tenant of the Premises at the expiration or cancellation of this Agreement shall operate and be construed as a tenancy from month to month at a rental of one and one-half (1.5) times the then current monthly rental, unless the hold over is caused by the City staff not placing a new agreement with Tenant regarding the Premises at the end of the term of the present Lease on the City Council Agenda on a timely basis in which case the current monthly rental rate shall continue until the new agreement is executed. No receipt or acceptance of money by Landlord from Tenant after the expiration or cancellation of this Agreement or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Agreement, or affect any such notice, demand or suit or imply consent for any action for which Landlord's consent is required or operate as a waiver of any right of the Landlord to retake and resume possession of the Premises.

Section 4.04 National Emergency

In the event that the rights and privileges hereunder are suspended by reason of war or other national emergency, the parties will negotiate in good faith a reasonable resolution of this lease under the circumstances.

ARTICLE V RENTALS

Section 5.01 Rental

For the purpose of computing the rental payments of this Lease, Landlord and Tenant agree that the Premises comprise the following:

Maker Space: _____	_____ square feet total at \$ _____ per square foot per annum \$ _____ per annum
Office Space: _____	_____ square feet total at \$ _____ per square foot per annum \$ _____ per annum
Storage Space: _____	_____ square feet total at \$ _____ per square foot per annum \$ _____ per annum
Parking Space	_____ square feet total at \$ _____ per square foot per annum \$ _____ per annum

The annual rental for the Initial Term shall be \$ _____ per year payable in advanced starting on the Effective Date and subsequent payments due at the beginning of each anniversary date of the Effective Date.

Section 5.02 Expenses

In addition to the Rental, the Tenant will be responsible for operation and maintenance expenses of the Leased Premises, which may include those listed in Section 2.03 as necessary (the “Expense Amount”). The Expense Amount for the First year of this Lease is \$ _____. The Tenant will pay the Expense Amount per year payable in advanced starting on the Effective Date and subsequent payments due at the beginning of each anniversary date of the Effective Date. The Landlord will perform a reconciliation report of the expenses at the end of every calendar year. The Tenant will be responsible for any expenses that exceed the Expense Amount. If the expenses are less than the Expense Amount, then the Landlord will credit to the Tenant any over payments. The Tenant will not receive any actual refund of overpayments of expenses. All overpayments will be credited against amounts owed to the Landlord under this Lease. Following the reconciliation every calendar year, the Landlord will establish a new Expense Amount and will notify the Tenant of the new Expense Amount. The Tenant will pay the new Expense Amount within 30 calendar days of notification by the Landlord. In the event that a refund is warranted, the Tenant will not be entitled to the refund but rather the Landlord will refund the funds directly to the Landlord’s Economic Development Department (“ED Department) where the funds will be reallocated to other tenants or applicants in accordance with the Policy and at the ED Department’s sole discretion.

Section 5.03 Unpaid Rent, Fees and Charges

Any installment of rent, any fees, or other charges or monies accruing under any provisions of this Lease that are not received by the 30th day of the month in which payment is due, shall bear interest at the rate of 12% per annum.

Section 5.04 Time of Payment

All rental due hereunder shall be paid in twelve (12) equal monthly installments. Said monthly rental payments shall be paid in advance on or before the first day of each and every month during the term or any extension of this Agreement, except as otherwise provided in Section 5.02 above.

Section 5.05 Place of Payment

All payments provided herein shall be paid to Landlord at the following address:

Accounting Division
El Paso International Airport
P.O. Box 971278
El Paso, Texas 79997-1278.

ARTICLE VI **DAMAGE OR DESTRUCTION OF PREMISES**

Section 6.01 Damage or Destruction

If the Premises or any portions thereof, or structures of which such space may be a part, be damaged by fire or other casualty not caused by Tenant, Director shall notify Tenant within sixty (60) days whether the space shall be repaired. If the space is to be repaired, it shall be repaired with due diligence by Landlord, and the rental allocable to the Premises rendered untenantable shall be abated for the period from the occurrence of the damage to the completion of the repairs, provided that Landlord will exert its best effort to provide Tenant with temporary substitute space, if available, at such rent as deemed necessary and reasonable by City, until such time as the repairs are completed.

If Director shall fail to notify Tenant of its decision to repair any untenantable Premises within sixty (60) days after the destruction, Landlord will be deemed to have elected to terminate this Agreement as to the space damaged and destroyed, and the Agreement shall automatically terminate as to such space as of the date of the damage or destruction.

Section 6.02 Damage Caused by Tenant

Notwithstanding the provisions of this Article 6, in the event that due to the negligence or willful act or omission of Tenant, its employees, its agents, or licensees, Premises shall be damaged or destroyed by fire, other casualty or otherwise, there shall be no abatement of rent during the repair or replacement of said Premises. To the extent that the costs of repair or replacement shall exceed the amount of any insurance proceeds payable to Landlord by reason of such damage or destruction, Tenant shall pay the amount of such additional costs to Landlord.

ARTICLE VII

INSURANCE AND INDEMNIFICATION

Section 7.01 Liability Insurance

Tenant shall obtain and maintain for the term of this Lease, Commercial General Liability Insurance, including contractual liability, in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury, property damage and personal liability,

Landlord shall be named as an Additional Insured on all insurance policies, either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy.

All policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the Landlord or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

Section 7.02 Commercial Renter's Insurance

Tenant will maintain, throughout the term of the Lease Commercial Renter's Insurance.

Section 7.03 Environmental Insurance

Tenant agrees that, at all times throughout the term of this Agreement, it will keep Three Million Dollars (\$3,000,000.00) for Pollution Liability insurance arising out of each occurrence, which insurance shall cover, at a minimum, bodily injury, property damage, including natural resource damage, loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, removal, storage, disposal, and or use of the pollutant, and defense costs, including costs and expenses incurred in the investigation, defense, or settlement of claims covering the Premises and surrounding Landlord property or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater.

Section 7.04 Indemnification

WITHOUT LIMITING THE GENERALITY OF ANY OTHER INDEMNITY CONTAINED IN THIS AGREEMENT, TENANT AGREES TO INDEMNIFY AND HOLD LANDLORD AND ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY OR INDIRECTLY TO THE OPERATION, CONDUCT OR MANAGEMENT OF TENANT'S ACTIVITIES ON THE PREMISES, ITS USE OF THE PREMISES, OR FROM ANY BREACH ON THE PART OF TENANT OF ANY TERMS OF THIS AGREEMENT, OR FROM ANY ACT OR NEGLIGENCE OF TENANT, ITS AGENTS, CONTRACTORS, EMPLOYEES, CONCESSIONAIRES, OR LICENSEES IN OR ABOUT THE PREMISES INCLUDING

CLAIMS AND DAMAGES ARISING IN WHOLE, OR IN PART, FROM THE NEGLIGENCE OF LANDLORD. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST LANDLORD BY REASON OF ANY SUCH CLAIM, TENANT, UPON RECEIPT OF WRITTEN NOTICE FROM LANDLORD, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO LANDLORD. THE OBLIGATIONS OF TENANT UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THE LEASE.

Section 7.05 Additional Expenses

The Tenant acknowledges that the expenses under this Section are not included as expenses covered by the Expense Amount and that the Tenant is responsible for these expenses under this Section in addition to the Rental Amount and Expense Amount.

ARTICLE VIII
CONDEMNATION

Section 8.01 Definition

The following definitions apply in construing the provisions of this Agreement relating to the taking of or damage to all or any part of the Premises, or improvements thereon, or any interest in them by eminent domain or condemnation:

- A. “Taking” means the taking or damaging, including severance damage by eminent domain or by condemnation for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning agency or entity under threat of condemnation and avoidance proceedings are pending.
- B. “Total taking” means the taking of the fee title to all of the Premises and improvements thereon.
- C. “Substantial taking” means the taking of so much of the Premises or improvements or both that one or more of the following conditions results:
 - 1. The remaining portion of the Premises and improvements thereon after such taking would not be economically and feasibly useable by Tenant;
 - 2. The conduct of Tenant's business on the Premises would be substantially prevented or impaired; or
 - 3. The portion of the Premises not so taken cannot be so repaired or reconstructed, taking into consideration the amount of the award available for repair or reconstruction, as to constitute a complete rentable structure capable of producing a proportionately fair and reasonable net annual income after payment of all operation expenses including the rent and after

performance of all covenants and conditions required of Tenant under this Agreement.

- D. “Partial taking” means the taking of a fee title that is not either a total or substantial taking.
- E. “Improvements” includes, but is not limited to, all buildings, structures, fixtures, fences, utility installations, parking facilities and landscaping on the Premises.
- F. “Notice of intended taking” means any notice or notification on which a reasonably prudent person would rely and which such person would interpret as expressing an existing intention of taking as distinguished from a mere preliminary inquiry or proposal. It includes, but is not limited to, the service of a condemnation summons and complaint on a party to this Agreement. The notice is considered to have been received when a party to this Agreement receives from the condemning agency or entity a notice of intent to take in writing containing a description or map reasonably defining the extent of the taking.
- G. “Award” means compensation paid for the taking, whether pursuant to judgment, or by agreement, or otherwise.
- H. “Date of taking” means the date that Tenant is required to vacate the Premises pursuant to a final order of condemnation or agreement between the parties hereto.

Section 8.02 Notice of Condemnation

The party receiving any notice of the kind specified below shall promptly give the other party notice of the receipt, contents and date of the notice received:

- A. Notice of intended taking;
- B. Service of any legal process relating to condemnation of the Premises or improvements; or
- C. Notice in connection with any proceedings or negotiations with respect to such a condemnation.

Section 8.03 Rights of Parties during Condemnation Proceeding

Landlord and Tenant shall each have the right to represent its respective interest in each proceeding or negotiation with respect to a taking or intended taking and to make full proof of its claims. No agreement, settlement, sale or transfer to or with the condemning authorities shall be made without the consent of all parties. Each party agrees to execute and deliver to any other party hereto any instrument that may be required to facilitate the provisions of this Agreement relating to the condemnation.

Section 8.04 Taking of Leasehold

Upon a total taking, Tenant's obligation to pay rent and other charges hereunder together with Tenant's interest in the leasehold shall terminate on the Date of Taking. Upon a substantial taking, Tenant may, by notice to Landlord within ninety (90) days after Tenant receives notice of the intended taking, elect to treat the taking as a total taking. If Tenant does not so notify Landlord, the taking shall be deemed a partial taking. Upon a partial taking, this Agreement shall remain in full force and effect covering the balance of the Premises not so taken, except that the rent payable hereunder shall be reduced in the same ratio as the percentage of the area of the Premises taken bears to the total area of the Premises.

Section 8.05 Total Taking

All of Tenant's obligations under the Agreement shall terminate as of the Date of Taking. Upon a total taking, all sums awarded for any Tenant-owned improvements and the leasehold estate shall be disbursed to Tenant. All sums awarded for the Premises, as unencumbered by the Tenant-owned improvements, but subject to the Agreement, shall be disbursed to Landlord.

Section 8.06 Partial Taking

Upon a partial taking, all awards shall be disbursed as follows:

- A. To the cost of restoring the improvements on the Premises; and
- B. The balance, if any, to Landlord and Tenant as follows: Tenant shall receive all sums awarded for Tenant-owned improvements and the Leasehold estate. Landlord shall receive all sums awarded for the Premises as unencumbered by the improvements but subject to the Agreement.

Section 8.07 Obligations of Tenant under Partial Taking

Promptly after any such partial taking, Tenant, at its expense and in accordance with any awards disbursed in accordance with Section 706, shall repair, alter, modify or reconstruct the improvements on the Premises so as to make them reasonably suitable for Tenant's continued occupancy for the uses and purposes for which the Premises are leased. Notwithstanding the foregoing to the contrary, should there be a partial taking in the last year of the initial term or any renewal term, Tenant shall be relieved of the responsibility to so repair or reconstruct the improvements on Premises as aforesaid by notifying Landlord of its intention to that effect.

Section 8.08 Taking of Temporary Use of Premises and Improvements

Upon any taking of the temporary use of all or any part or parts of the Premises or improvements, or both, for a period of any estate less than a fee ending on or before the expiration date of the term, neither the term nor the rent shall be reduced or affected in any way and Tenant shall be entitled to any award for the use or estate taken. If a result of the taking is to necessitate expenditures for changes, repairs, alterations, modifications or reconstruction of the improvements to make them reasonably suitable for Tenant's continued occupancy for the uses and purposes for which the Premises are leased, after the termination of such taking, Tenant shall receive, hold and disburse the award in trust for such work. At the completion of the work and the discharge of the

Premises and improvements from all liens or claims arising therefrom, Tenant shall be entitled to any surplus and shall be liable for any deficiency.

If any such taking is for a period extending beyond the expiration date of the term, the taking shall be treated under the foregoing provisions for total, substantial and partial takings.

ARTICLE IX **ENCUMBRANCES**

INTENTIONALLY DELETED

ARTICLE X **EXPIRATION, CANCELLATION, ASSIGNMENT AND TRANSFER**

Section 10.01 Expiration

This Agreement shall expire at the end of the term or any extension thereof.

Section 10.02 Cancellation

Subject to the provisions of Article IX above, this Agreement shall be subject to cancellation by Landlord in the event Tenant shall:

- A. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of ten (10) days after Landlord has notified Tenant in writing that payment was not received when due.
- B. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Tenant's property;
- C. Make any general assignment for the benefit of creditors;
- D. Abandon the Premises while rent is in arrears;
- E. Default in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Tenant, and such default continues for a period of thirty (30) days after receipt of written notice from Landlord to cure such default, unless during such thirty-day period, Tenant shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default;
- F. Be adjudged bankrupt in involuntary bankruptcy proceedings;
- G. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Tenant where such receivership is not vacated within sixty (60) days after the appointment of such receiver; or

In any of the aforesaid events, Landlord may take immediate possession of the Premises including any and all improvements thereon and remove Tenant's effects, forcibly if necessary, without being deemed guilty of trespassing.

Failure of Landlord to declare this Agreement canceled upon the default of Tenant for any of the reasons set out shall not operate to bar or destroy the right of Landlord to cancel this Agreement by reason of any subsequent violation of the terms of this Agreement.

No receipt or acceptance of money by Landlord from Tenant after the expiration or cancellation of this Agreement or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue, or extend the term of this Agreement, or affect any such notice, demand or suit or imply consent for any action for which Landlord's consent is required or operate as a waiver of any right of the Landlord to retake and resume possession of the Premises.

Section 10.03 Repossessing and Reletting

In the event of default by Tenant hereunder which shall remain uncured after the required notices have been given pursuant to this Agreement, and for such time as provided herein, Landlord may at once thereafter, or at any time subsequent during the existence of such breach or default:

- A. Enter into and upon the Premises or any part thereof and repossess the same, expelling therefrom Tenant and all personal property of Tenant (which property may be removed and stored at the cost of and for the account of Tenant), using such force as may be necessary; and
- B. Either cancel this Agreement by notice or without canceling this Agreement, relet the Premises or any part thereof upon such terms and conditions as shall appear advisable to Landlord. If Landlord shall proceed to relet the Premises and the amounts received from reletting the Premises during any month or part thereof be less than the rent due and owing from Tenant during such month or part thereof under the terms of this Agreement, Tenant shall pay such deficiency to Landlord immediately upon calculation thereof, providing Landlord has exercised good faith in the terms and conditions of reletting. Payment of any such deficiencies shall be made monthly within thirty (30) days after receipt of notice of deficiency.

Section 10.04 Assignment and Transfer

Tenant is not permitted to assign this Agreement without first obtaining Landlord's written consent; said consent shall not be unreasonably withheld, conditioned or delayed. The foregoing notwithstanding, any person or entity to which this Agreement is assigned to, pursuant to the Bankruptcy Code, 11 U.S.C. 101 et seq., shall be deemed without further act or deed to have assumed all the obligations arising under this Agreement on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Landlord an instrument confirming such assumption.

Section 10.05 Subleasing

(a) Tenant shall not sublease all or any part of the Premises.

Section 10.06 Cancellation at Landlord's discretion

The Landlord may cancel this Lease following a 30 calendar day written notice, if the Landlord determines, in its sole discretion, that this lease must be canceled for any of the following reasons: (1) to allow the Landlord to comply with any Federal Aviation Administration or other federal or state agency requirements, (2) the Landlord requires the Premises for aeronautical purposes, (3) the Landlord requires the Premises for any other municipal or airport purposes in the sole discretion of the Landlord, or (4) termination of the Policy and the incentive program established under the Policy.

10.07 Cancellation for failure to comply with requirements

If the tenant fails to comply with the requirements of the policy, this lease agreement, or the grant agreement following notice and a 30 calendar day opportunity to cure, then the City may cancel any or all agreements with the tenant, at the landlord's sole discretion, and the tenant will be responsible for repaying any funds granted under the grant agreement and responsible for any amounts under the lease agreement.

10.08 Cancellation by Tenant

Tenant may cancel the lease agreement and grant agreement upon 90 calendar day written notice if the tenant is unable to continue its business operations in accordance to the application approved for grant funds. The notice provided by the tenant must explain the reasons the tenant is unable to continue to operate its business as provided in the application approved for the grant funds. Upon receipt of notification the City may immediately reallocate any funds approved for the tenant.

10.09 Liquidated damages in event of cancellation

In the event that either party cancels the lease agreement, the pre-paid Rent and Expenses shall be used as liquidated damages by landlord.

ARTICLE XI GENERAL PROVISIONS

Section 11.01 Right of Flight

Landlord reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for the use of said airspace for landing on, taking off from or operation on the Airport.

Landlord reserves to itself, its successors and assigns, for the use and benefit of the public, a continuing right and easement over the Premises to take any action it deems necessary to prevent the construction, erection, alteration or growth of any structure, tree or other object in the vicinity of the runways at El Paso International Airport which would constitute an obstruction to air

navigation according to the criteria or standards prescribed in Subpart C of Part 77 of the Federal Aviation Regulations.

Landlord reserves for itself, its successors and assigns the right to prevent any use of the Premises which would interfere with aircraft landing on or taking off from the Airport and the right to prevent any other use of the Premises which would constitute an airport hazard.

Section 11.02 Time Is of the Essence

Time is and shall be deemed of the essence in respect to the performance of each provision of this Agreement.

Section 11.03 Notices

All notices provided to be given under this Agreement shall be given by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

LANDLORD: Director of Aviation
El Paso International Airport
6701 Convair Road
El Paso, Texas 79925-1091

TENANT:

With copy to: The City of El Paso
Attn: Economic and International Development Department
P.O. Box 1890
El Paso, Texas 79950-1890

Any notice so given shall be deemed properly delivered, given, served, or received on the date shown for delivery or rejection on the return receipt. Any party may change the address to which notices shall thereafter be given upon five (5) days prior written notice to all other parties in the manner set forth in this Section.

Section 11.04 Attorney's Fees

If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

Section 11.05 Agreement Made in Texas

The laws of the State of Texas shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts in El Paso County, Texas.

Section 11.06 General Civil Rights Provision

Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the transferor.

This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Section 11.07 Compliance with Nondiscrimination Requirements

During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (for purposes of this Section 11.08 hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Lessor (for purposes of this Section 11.08 hereinafter referred to as the “sponsor”) or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where

any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Section 11.08 Affirmative Action

Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the Department of Transportation by local governments for Airport use, or otherwise applicable to persons leasing premises from the City of El Paso, to insure that no person shall, on the grounds of race, color, sex, age, disability or national origin be excluded from participating in or receiving the services or benefits of any program of activity covered by this Subpart. Lessee assures that it will require that its covered sub-organizations (sublessees) provide assurances to Lessor, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their sub-organizations (sublessees) to the same effect.

Section 11.09 FAA Order 1400.11

Pursuant to Federal Aviation Administration Order 1400.11, effective August 27, 2013, and because the described premises are located at the El Paso International Airport which is subject to regulation by, among others, the U.S. Federal Aviation Administration, the parties specifically agree to the following:

1. A. Tenant for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the

event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in Pertinent List of Nondiscrimination Authorities (Federal Aviation Administration Order 1400.11, Appendix 4) as same may be amended from time to time (the “Acts and Regulations”) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Landlord will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said instrument had never been made or issued. [FAA Order 1400.11, Appendix C]

2. A. The Tenant for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant will use the premises in compliance with all other requirements imposed by or pursuant to the listed acts and authorities appearing in the Acts and Regulations.

B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Landlord will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said instrument had never been made or issued. [FAA Order 1400.11, Appendix D]

3. A. During the term of this Lease, Tenant for itself, its assignees, and successors in interest, as a part of the consideration hereof, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose

property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). Grantee shall take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 USC 1681 *et seq.*).

B. In the event of breach of any of the covenants in this section 3, Landlord shall have the rights and remedies set forth in sections 1 and 2 above, in addition to all other rights and remedies available to it under applicable law. [FAA Order 1400.11, Appendix E]

Section 11.10 Cumulative Rights and Remedies

All rights and remedies of Landlord here enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by Landlord of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

Section 11.11 Interpretation

Words of gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

Section 11.12 Agreement Made in Writing

This Agreement contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest.

Section 11.13 Paragraph Headings

The Table of Contents of this Agreement and the captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

Section 11.14 Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 11.15 Successors and Assigns

All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon Landlord and Tenant and their successors, assigns, legal representatives, heirs, executors and administrators.

Section 11.16 Taxes and Other Charges

Tenant shall pay any and all taxes and governmental charges of any kind whatsoever that may be lawfully assessed against Tenant or Landlord, with respect to the Premises, any improvements, equipment, personal property or inventory thereon or Tenant's use and/or occupancy of the Premises, during the term of this Agreement including any extensions or option periods granted thereto. Tenant in good faith may contest any tax or governmental charge; provided that Tenant may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom. The Tenant acknowledges that taxes under this Section are not included as expenses covered by the Expense Amount and that the Tenant is responsible for these expenses under this Section in addition to the Rental Amount and Expense Amount. The Tenant will provide the Landlord written proof of payment of all taxes owed no later than March 30 of each calendar year. In the event that the Central Appraisal District issues a single property/improvement tax bill

for the Innovation Factory, the Landlord will prorate such taxes and send an invoice to the Tenant for the Tenant's share of the taxes. The Tenant will pay the Landlord the amount in the invoice within 30 calendar days of receipt of the invoice. The tenant remains responsible for any other taxes on equipment, personal property and/or inventory and will provide proof of payment to the Landlord as provided in this Section.

Section 11.17 Waiver of Warranty of Suitability

LANDLORD DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY ARISE BY OPERATION OF LAW. Except as otherwise provided in this Lease, TENANT LEASES THE PREMISES AS-IS AND LANDLORD DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS THAT ARE VITAL TO TENANT'S USE OF THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE.

Section 11.18 Waiver of Reliance and Assumption of Risk

TENANT AGREES THAT IT HAS NOT RELIED UPON ANY STATEMENTS MADE BY LANDLORD WHETHER ORAL AND/OR WRITTEN, EXPRESS OR IMPLICIT, NOR ANY OTHER REPRESENTATIONS OF LANDLORD, ITS EMPLOYEES, AGENTS, REPRESENTATIVE, AND CONTRACTORS SIGNING THIS AGREEMENT. TENANT HAS RELIED SOLELY ON ITS OWN INDEPENDENT INVESTIGATIONS AND ANALYSIS AND ON THE OPINIONS OF ITS ATTORNEYS, AGENTS, AND CONTRACTORS IN ENTERING INTO THE LEASE. TENANT HEREBY WAIVES ANY AND ALL RIGHT, WHICH TENANT MAY HAVE TO CLAIM ANY NATURE OF A LIEN OR TO WITHHOLD, ABATE, DEDUCT FROM OR OFFSET AGAINST RENT UNDER THE TEXAS PROPERTY CODE. LANDLORD HEREBY ACKNOWLEDGES THAT WITHOUT SUCH WAIVER, LANDLORD WOULD NOT ENTER INTO THIS LEASE.

Section 11.19 Survival of Certain Provisions

All Provisions of this Agreement which expressly or impliedly contemplate or require performance after the expiration or termination of this Agreement hereunder shall survive such expiration or termination of this Agreement, including without limitation, Section 3.05.

Section 11.20 Authorization to Enter Agreement

If Tenant signs this Agreement as a corporation, Tenant warrants to Landlord that Tenant is a duly authorized and existing corporation, that Tenant is qualified to do business in the State of Texas, that Tenant has full right and authority to enter into this Agreement, and that each and every person signing on behalf of Tenant is authorized to do so. Upon Landlord's request, Tenant will provide evidence satisfactory to Landlord confirming these representations.

Section 11.21 Complete Agreement

This agreement, together with the attachment(s) attached hereto, constitutes the entire agreement among the parties relating to the terms and conditions of the agreement. The parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this agreement confers no rights on any person or business entity that is not a party hereto. This

agreement shall not be construed against or unfavorably to any part because of such party's involvement in the preparation or drafting of this agreement.

[Signatures begin on the following page]

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this ____ day of _____, 202_.

Samuel Rodriguez, P.E.
Director of Aviation

Assistant City Attorney

THE STATE OF TEXAS)
COUNTY OF EL PASO)

Notary Public, State of Texas

My Commission Expires:

422

TENANT'S SIGNATURE AND ACKNOWLEDGMENT

ATTEST:

TENANT:

Name: _____

Name: _____
Title: _____

ACKNOWLEDGMENT

THE STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 202_ by _____, as _____ of (Tenant).

Notary Public, State of _____

My Commission Expires:

Exhibit “A”
Leased Premises

Exhibit “B”
Tenant Improvements

Exhibit “C”
Building Regulations

THE STATE OF TEXAS)
)
)
 COUNTY OF EL PASO)

INNOVATION FACTORY
 INCENTIVE AGREEMENT- ARPA

This Agreement (“**Agreement**”) is made this ____ day of _____, 20__ by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**CITY**”, and the [NAME OF ENTITY], a [ENTITY TYPE AND STATE OF REGISTRY] (“**Applicant**” or “**Contractor**”).

RECITALS

WHEREAS, on May 9th 2022 the City Council appropriated ARPA funds to be used by the City in accordance with the requirements stipulated by the CSLFRF, ARPA and federal guidelines; and

WHEREAS, on August 1, 2022, the City Council approved a resolution for appropriation of \$3,000,000 of the grant funds from the Coronavirus State and Local Fiscal Recovery Funds, to assist impacted or disproportionately impacted small business in the manufacturing industry sector in accordance with the requirements stipulated by the American Rescue Plan Act (“ARPA”) and federal guidelines in the Final Rule to cover expenses incurred to respond and recover from the COVID-19 public health crisis; and

WHEREAS, such funding may be used to provide loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees and mortgage, rent, utility, and other operating costs; and technical assistance, counseling or other services to support business planning; and

WHEREAS, the Innovation Factory is owned by the City of El Paso (“COEP”) and managed by the El Paso International Airport (“EPIA”) and is built for the purpose of incubating advanced manufacturing startups and connecting them to aerospace and defense markets; and

WHEREAS, the CITY intends to provide the Applicant rental and buildout assistance at the Innovation Factory to further advance the Applicant’s “**Project**”, as further described in **Attachment “A”**.

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the CITY and Applicant agree as follows:

ARTICLE I. ATTACHMENTS

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Project Description
Attachment “B”	Rent and Operation Expenses
Attachment “C”	Insurance Certificates / Certifications
Attachment “D”	Additional Terms & Conditions (ARPA)
Attachment “E”	Innovation Factory Policy
Attachment “F”	Lease

ARTICLE II. PROJECT

2.1 The CITY hereby agrees to provide rental and buildout assistance to the Applicant and the Applicant agrees to perform the operations contemplated in the Project. The Project shall consist of advanced manufacturing related to the Advanced Manufacturing as further described in **Attachment “A”**.

2.2 Applicant acknowledges participation in the Innovation Factory is contingent upon providing transparent and accurate metrics as may be requested by the City in a timely manner. Due to the fact that ARPA funds must be allocated by year end 2024 and expended by year end 2026 time is of the essence in regard to any reporting requirements required to be provided by the Applicant to the City.

ARTICLE III. FEES AND PROJECT BUDGET

3.1 PAYMENT TO APPLICANT. The City shall provide to EPIA for the benefit of the applicant a total amount not to exceed \$_____ and up to 100% subsidy of the rent and associated expenses for the lease of space which may include at the City’s discretion, tenant improvements, utilities, renter’s insurance, fire insurance, real property taxes, janitorial services, internet, telephone and other expenses related to the lease at the Innovation Factory (**“Attachment “B”**).

3.2 ADVANCED MANUFACTURING PROJECT. The advanced manufacturing “Project” to be conducted by the Applicant under this Agreement is further described and attached hereto as **Attachment “A”**.

3.3 INNOVATION FACTORY POLICY COMPLIANCE. Applicant agrees to comply with the Innovation Factory Policy and ARPA regulations at all times. Applicant understands that failure to comply with the Innovation Factory Policy and ARPA regulations may result in termination of this agreement per Article IV of this Agreement.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The Project shall begin upon the execution by all parties to this Agreement. The Applicant shall complete the requested services in accordance with the timeline(s) and schedule(s) outlined in **Attachment “A”**.

4.2 TERMINATION. This Agreement may be terminated as provided herein.

4.2.1 TERMINATION BY CITY. It is mutually understood and agreed by the Applicant and CITY that the CITY may terminate this Agreement, in whole or in part for the convenience of the CITY, upon **fourteen (14) consecutive calendar days’** written notice. It is also understood and agreed that upon such notice of termination, the Applicant shall cease operations under this Agreement. Upon such termination, the Applicant shall provide one final report for the Project prior to the CITY’s notice of termination. Nothing contained herein, or elsewhere in this Agreement shall require the CITY to pay for any services or costs that are not in compliance with the terms of this Agreement and its attachments.

4.2.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Applicant and CITY that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the CITY retains the right to immediately terminate this Agreement for default if the Applicant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement.

4.2.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract. Applicant agrees that the Contract can be terminated if the Applicant or any of its vendor(s) knowingly or intentionally fails to comply with a requirement of that subchapter.

4.2.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

4.2.5 CITY REIMBURSEMENT FOR FAILURE TO MEET FEDERAL GUIDELINES. In the event of termination by the CITY due to Applicants failure to meet ARPA or Final Rule requirements, the CITY MAY REQUIRE APPLICANT TO FULLY REIMBURSE THE CITY WITHIN THIRTY (30) DAYS' FOR ANY PAYMENTS OR BENEFITS RECEIVED BY APPLICANT NOT IN COMPLIANCE WITH THIS AGREEMENT OR ITS ATTACHMENTS.

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Applicant shall procure and maintain insurance coverage as required herein and attached in **Attachment "C"**. Applicant shall not commence work under this Agreement until the Applicant has obtained the required insurance and such insurance has been approved by the CITY. The Applicant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Applicant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Applicant's employees to be engaged in work under this Agreement. The Applicant shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the CITY, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Applicant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability

Insurance as shall protect the Applicant and the Applicant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Applicant or by anyone directly or indirectly employed by the Applicant. The minimum limits of liability and coverages shall be as follows:

- a) **Commercial General Liability**
\$1,000,000.00 Per Occurrence
\$1,000,000.00 Products/Completed Operations
\$1,000,000.00 Personal and Advertising Injury
- b) **AUTOMOBILE LIABILITY Combined Single Limit**
\$1,000,000.00 per accident

5.1.3 OWNER AS ADDITIONAL INSURED. The CITY shall be named as an Additional Insured on all of the Applicant's Insurance Policies, with the exception of Workers' Compensation required by this Agreement.

5.1.4 PROOF OF INSURANCE. The Applicant shall furnish certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.5 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "C"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, APPLICANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND CITY, AND CITY'S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF CONSULTANTS, SUBCONSULTANTS, VENDORS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE, OR IN PART, FROM THE NEGLIGENCE OF THE CITY, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR, VENDOR, OR SUPPLIER COMMITTED BY APPLICANT OR APPLICANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE APPLICANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS. TO THE EXTENT ALLOWED BY STATE LAW, THE CITY WILL BE RESPONSIBLE FOR ITS OWN ACTIONS.

ARTICLE VII. GENERAL PROVISIONS

7.1 CONTRACT TIME. Applicant understands and agrees to conduct the Project as expeditiously as is prudent and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within Attachment “A”.

7.2 ADDITIONAL TERMS AND CONDITIONS (ARPA). Applicant agrees to comply and adhere to all terms and conditions associated with the CITY’s receipt of ARPA funds. Applicant’s ease of reference links and references to the additional Terms and Conditions are attached to this Agreement as **Attachment D**.

7.3 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the concepts, design, and other documents prepared by the Applicant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the CITY, who shall be vested with all common law and statutory rights. The CITY shall have the right to the use of the documents; provided however the Applicant shall have no liability for any use of one or more of the Instruments of Service by the CITY. The CITY shall have the consent of the Applicant, provided, however, the Applicant shall have no liability or responsibility for such use of the concepts, design, and other documents. The rights granted to the CITY herein for the use of the documents for additional projects shall not grant the CITY any right to hold the Applicant responsible for any subsequent use of the documents. The Applicant shall provide the CITY with copies of the Instruments of Service in both electronic form and in hard copy.

7.4 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Applicant records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the CITY in connection with the Applicant’s work on this Project for the CITY and shall be open to inspection and subject to audit and/or reproduction by CITY’s agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Applicant’s compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Applicant’s records have been generated from computerized data, Applicant agrees to provide CITY’s representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The CITY or its designee shall be entitled, at its expense, to audit all of the Applicant’s records related to this Project, and shall be allowed to interview any of the Applicant’s employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law or the additional Terms and Conditions referred to in Section 7.2 above. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Applicant’s office hours) and places upon reasonable notice.

7.5 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the CITY and the Applicant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.8 GOVERNING LAW. The Applicant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

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

With a Copy to: The City of El Paso
Attn: Economic and International Development
P. O. Box 1890
El Paso, Texas 79950-1890

To the Applicant: _____

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

Applicant shall provide all required invoices and other required documentation to City electronically at the following address: EDcompliance@elpasotexas.gov

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY:
CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Russell T. Abeln
Assistant City Attorney

Elizabeth K. Triggs, Director
Economic and International Development

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 20____, by
Tomás González, as City Manager of the City of El Paso, Texas.

Notary Public, State of Texas

My commission expires: ____ / ____ / ____

(Signatures continue on the following page)

APPLICANT:

ACKNOWLEDGEMENT

**THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §**

 This instrument was acknowledged before me on this _____ day of _____, 20____, by _____
_____, as _____ of _____.

Notary Public, State of Texas

My commission expires: _____/_____/_____

ATTACHMENT “A”
PROJECT

ATTACHMENT “B”
RENT AND OPERATION EXPENSES

ATTACHMENT “C”
INSURANCE CERTIFICATES / CERTIFICATIONS

ATTACHMENT “D”
ADDITIONAL TERMS & CONDITIONS (ARPA)

Applicant must abide by the following, as may be updated and revised.

- A) **[Social Security Act Title VI Sections 602 and 603, Enacted March 11, 2021.](#)**
- B) **[Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds](#)**
- C) **[2022 State and Local Fiscal Recovery Fund Compliance Supplement](#)**
- D) **[Coronavirus State and Local Fiscal Recovery Funds Final Rule Frequently Asked Questions](#)**

In addition to the above requirements, Applicant must comply with the April 1, 2022 Final Rule for the Coronavirus State & Local Fiscal Recovery Funds. An overview of the federal agency requirements in the Final Rule is attached for ease of use of Applicant.



Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. DEPARTMENT OF THE TREASURY

January 2022



The Overview of the Final Rule provides a summary of major provisions of the final rule for informational purposes and is intended as a brief, simplified user guide to the final rule provisions.

The descriptions provided in this document summarize key provisions of the final rule but are non-exhaustive, do not describe all terms and conditions associated with the use of SLFRF, and do not describe all requirements that may apply to this funding. Any SLFRF funds received are also subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which incorporate the provisions of the final rule and the guidance that implements this program.



Contents

Introduction	4
Overview of the Program	6
Replacing Lost Public Sector Revenue	9
Responding to Public Health and Economic Impacts of COVID-19	12
Responding to the Public Health Emergency	14
Responding to Negative Economic Impacts	16
Assistance to Households	17
Assistance to Small Businesses	21
Assistance to Nonprofits	23
Aid to Impacted Industries	24
Public Sector Capacity	26
Public Safety, Public Health, and Human Services Staff	26
Government Employment and Rehiring Public Sector Staff	27
Effective Service Delivery	28
Capital Expenditures	30
Framework for Eligible Uses Beyond those Enumerated	32
Premium Pay	35
Water & Sewer Infrastructure	37
Broadband Infrastructure	39
Restrictions on Use	41
Program Administration	43



Introduction

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF), a part of the American Rescue Plan, delivers \$350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency. The program ensures that governments have the resources needed to:

- Fight the pandemic and support families and businesses struggling with its public health and economic impacts,
- Maintain vital public services, even amid declines in revenue, and
- Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

EARLY PROGRAM IMPLEMENTATION

In May 2021, Treasury published the Interim final rule (IFR) describing eligible and ineligible uses of funds (as well as other program provisions), sought feedback from the public on these program rules, and began to distribute funds. The IFR went immediately into effect in May, and since then, governments have used SLFRF funds to meet their immediate pandemic response needs and begin building a strong and equitable recovery, such as through providing vaccine incentives, development of affordable housing, and construction of infrastructure to deliver safe and reliable water.

As governments began to deploy this funding in their communities, Treasury carefully considered the feedback provided through its public comment process and other forums. Treasury received over 1,500 comments, participated in hundreds of meetings, and received correspondence from a wide range of governments and other stakeholders.

KEY CHANGES AND CLARIFICATIONS IN THE FINAL RULE

The final rule delivers broader flexibility and greater simplicity in the program, responsive to feedback in the comment process. Among other clarifications and changes, the final rule provides the features below.

Replacing Lost Public Sector Revenue

The final rule offers a standard allowance for revenue loss of up to \$10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation. Recipients that select the standard allowance may use that amount – in many cases their full award – for government services, with streamlined reporting requirements.

Public Health and Economic Impacts

In addition to programs and services, the final rule clarifies that recipients can use funds for capital expenditures that support an eligible COVID-19 public health or economic response. For example, recipients may build certain affordable housing, childcare facilities, schools, hospitals, and other projects consistent with final rule requirements.



In addition, the final rule provides an expanded set of households and communities that are presumed to be “impacted” and “disproportionately impacted” by the pandemic, thereby allowing recipients to provide responses to a broad set of households and entities without requiring additional analysis. Further, the final rule provides a broader set of uses available for these communities as part of COVID-19 public health and economic response, including making affordable housing, childcare, early learning, and services to address learning loss during the pandemic eligible in all impacted communities and making certain community development and neighborhood revitalization activities eligible for disproportionately impacted communities.

Further, the final rule allows for a broader set of uses to restore and support government employment, including hiring above a recipient’s pre-pandemic baseline, providing funds to employees that experienced pay cuts or furloughs, avoiding layoffs, and providing retention incentives.

Premium Pay

The final rule delivers more streamlined options to provide premium pay, by broadening the share of eligible workers who can receive premium pay without a written justification while maintaining a focus on lower-income and frontline workers performing essential work.

Water, Sewer & Broadband Infrastructure

The final rule significantly broadens eligible broadband infrastructure investments to address challenges with broadband access, affordability, and reliability, and adds additional eligible water and sewer infrastructure investments, including a broader range of lead remediation and stormwater management projects.

FINAL RULE EFFECTIVE DATE

The final rule takes effect on April 1, 2022. Until that time, the interim final rule remains in effect; funds used consistently with the IFR while it is in effect are in compliance with the SLFRF program.

However, recipients can choose to take advantage of the final rule’s flexibilities and simplifications now, even ahead of the effective date. Treasury will not take action to enforce the interim final rule to the extent that a use of funds is consistent with the terms of the final rule, regardless of when the SLFRF funds were used. Recipients may consult the *Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule*, which can be found on Treasury’s website, for more information on compliance with the interim final rule and the final rule.



Overview of the Program

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program provides substantial flexibility for each jurisdiction to meet local needs within the four separate eligible use categories. This Overview of the Final Rule addresses the four eligible use categories ordered from the broadest and most flexible to the most specific.

Recipients may use SLFRF funds to:

- **Replace lost public sector revenue**, using this funding to provide government services up to the amount of revenue loss due to the pandemic.
 - Recipients may determine their revenue loss by choosing between two options:
 - A standard allowance of up to \$10 million in aggregate, not to exceed their award amount, during the program;
 - Calculating their jurisdiction's specific revenue loss each year using Treasury's formula, which compares actual revenue to a counterfactual trend.
 - Recipients may use funds up to the amount of revenue loss for government services; generally, services traditionally provided by recipient governments are government services, unless Treasury has stated otherwise.
- **Support the COVID-19 public health and economic response** by addressing COVID-19 and its impact on public health as well as addressing economic harms to households, small businesses, nonprofits, impacted industries, and the public sector.
 - Recipients can use funds for programs, services, or capital expenditures that respond to the public health and negative economic impacts of the pandemic.
 - To provide simple and clear eligible uses of funds, Treasury provides a list of enumerated uses that recipients can provide to households, populations, or classes (i.e., groups) that experienced pandemic impacts.
 - Public health eligible uses include COVID-19 mitigation and prevention, medical expenses, behavioral healthcare, and preventing and responding to violence.
 - Eligible uses to respond to negative economic impacts are organized by the type of beneficiary: assistance to households, small businesses, and nonprofits.
 - Each category includes assistance for "impacted" and "disproportionately impacted" classes: impacted classes experienced the general, broad-based impacts of the pandemic, while disproportionately impacted classes faced meaningfully more severe impacts, often due to preexisting disparities.
 - To simplify administration, the final rule presumes that some populations and groups were impacted or disproportionately impacted and are eligible for responsive services.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

6



- Eligible uses for assistance to impacted households include aid for re-employment, job training, food, rent, mortgages, utilities, affordable housing development, childcare, early education, addressing learning loss, and many **more uses**.
- Eligible uses for assistance to impacted small businesses or nonprofits include loans or grants to mitigate financial hardship, technical assistance for small businesses, and many more uses.
- Recipients can also provide assistance to impacted industries like travel, tourism, and hospitality that faced substantial pandemic impacts, or address impacts to the public sector, for example by re-hiring public sector workers cut during the crisis.
- Recipients providing funds for enumerated uses to populations and groups that Treasury has presumed eligible are clearly operating consistently with the final rule. Recipients can also identify (1) other populations or groups, beyond those presumed eligible, that experienced pandemic impacts or disproportionate impacts and (2) other programs, services, or capital expenditures, beyond those enumerated, to respond to those impacts.
- **Provide premium pay for eligible workers performing essential work**, offering additional support to those who have and will bear the greatest health risks because of their service in critical sectors.
 - Recipients may provide premium pay to eligible workers – generally those working in-person in key economic sectors – who are below a wage threshold or non-exempt from the Fair Labor Standards Act overtime provisions, or if the recipient submits justification that the premium pay is responsive to workers performing essential work.
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, to support vital wastewater and stormwater infrastructure, and to expand affordable access to broadband internet.
 - Recipients may fund a broad range of water and sewer projects, including those eligible under the EPA's Clean Water State Revolving Fund, EPA's Drinking Water State Revolving Fund, and certain additional projects, including a wide set of lead remediation, stormwater infrastructure, and aid for private wells and septic units.
 - Recipients may fund high-speed broadband infrastructure in areas of need that the recipient identifies, such as areas without access to adequate speeds, affordable options, or where connections are inconsistent or unreliable; completed projects must participate in a low-income subsidy program.

While recipients have considerable flexibility to use funds to address the diverse needs of their communities, some restrictions on use apply across all eligible use categories. These include:

- **For states and territories:** No offsets of a reduction in net tax revenue resulting from a change in state or territory law.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



- **For all recipients except for Tribal governments:** No extraordinary contributions to a pension fund for the purpose of reducing an accrued, unfunded liability.
- **For all recipients:** No payments for debt service and replenishments of rainy day funds; no satisfaction of settlements and judgments; no uses that contravene or violate the American Rescue Plan Act, Uniform Guidance conflicts of interest requirements, and other federal, state, and local laws and regulations.

Under the SLFRF program, funds must be used for costs incurred on or after March 3, 2021. Further, funds must be obligated by December 31, 2024, and expended by December 31, 2026. This time period, during which recipients can expend SLFRF funds, is the “period of performance.”

In addition to SLFRF, the American Rescue Plan includes other sources of funding for state and local governments, including the [Coronavirus Capital Projects Fund](#) to fund critical capital investments including broadband infrastructure; the [Homeowner Assistance Fund](#) to provide relief for our country’s most vulnerable homeowners; the [Emergency Rental Assistance Program](#) to assist households that are unable to pay rent or utilities; and the [State Small Business Credit Initiative](#) to fund small business credit expansion initiatives. Eligible recipients are encouraged to visit the Treasury website for more information.



Replacing Lost Public Sector Revenue

The Coronavirus State and Local Fiscal Recovery Funds provide needed fiscal relief for recipients that have experienced revenue loss due to the onset of the COVID-19 public health emergency. Specifically, SLFRF funding may be used to pay for “government services” in an amount equal to the revenue loss experienced by the recipient due to the COVID-19 public health emergency.

Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services. Funds spent under government services are subject to streamlined reporting and compliance requirements.

In order to use funds under government services, recipients should first determine revenue loss. They may, then, spend up to that amount on general government services.

DETERMINING REVENUE LOSS

Recipients have two options for how to determine their amount of revenue loss. Recipients must choose one of the two options and cannot switch between these approaches after an election is made.

1. Recipients may elect a “standard allowance” of \$10 million to spend on government services through the period of performance.

Under this option, which is newly offered in the final rule Treasury presumes that up to \$10 million in revenue has been lost due to the public health emergency and recipients are permitted to use that amount (not to exceed the award amount) to fund “government services.” The standard allowance provides an estimate of revenue loss that is based on an extensive analysis of average revenue loss across states and localities, and offers a simple, convenient way to determine revenue loss, particularly for SLFRF’s smallest recipients.

All recipients may elect to use this standard allowance instead of calculating lost revenue using the formula below, including those with total allocations of \$10 million or less. Electing the standard allowance does not increase or decrease a recipient’s total allocation.

2. Recipients may calculate their actual revenue loss according to the formula articulated in the final rule.

Under this option, recipients calculate revenue loss at four distinct points in time, either at the end of each calendar year (e.g., December 31 for years 2020, 2021, 2022, and 2023) or the end of each fiscal year of the recipient. Under the flexibility provided in the final rule, recipients can choose whether to use calendar or fiscal year dates but must be consistent throughout the period of performance. Treasury has also provided several adjustments to the definition of general revenue in the final rule.

To calculate revenue loss at each of these dates, recipients must follow a four-step process:

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

9



- a. Calculate revenues collected in the most recent full fiscal year prior to the public health emergency (i.e., last full fiscal year before January 27, 2020), called the *base year revenue*.
- b. Estimate *counterfactual revenue*, which is equal to the following formula, where n is the number of months elapsed since the end of the base year to the calculation date:

$$\text{base year revenue} \times (1 + \text{growth adjustment})^{\frac{n}{12}}$$

The *growth adjustment* is the greater of either a standard growth rate—5.2 percent—or the recipient’s average annual revenue growth in the last full three fiscal years prior to the COVID-19 public health emergency.

- c. Identify *actual revenue*, which equals revenues collected over the twelve months immediately preceding the calculation date.

Under the final rule, recipients must adjust actual revenue totals for the effect of tax cuts and tax increases that are adopted after the date of adoption of the final rule (January 6, 2022). Specifically, the estimated fiscal impact of tax cuts and tax increases adopted after January 6, 2022, must be added or subtracted to the calculation of actual revenue for purposes of calculation dates that occur on or after April 1, 2022.

Recipients may subtract from their calculation of actual revenue the effect of tax increases enacted prior to the adoption of the final rule. Note that recipients that elect to remove the effect of tax increases enacted before the adoption of the final rule must also remove the effect of tax decreases enacted before the adoption of the final rule, such that they are accurately removing the effect of tax policy changes on revenue.

- d. Revenue loss for the calculation date is equal to *counterfactual revenue* minus *actual revenue* (adjusted for tax changes) for the twelve-month period. If actual revenue exceeds counterfactual revenue, the loss is set to zero for that twelve-month period. Revenue loss for the period of performance is the sum of the revenue loss on for each calculation date.

The supplementary information in the final rule provides an example of this calculation, which recipients may find helpful, in the Revenue Loss section.



SPENDING ON GOVERNMENT SERVICES

Recipients can use SLFRF funds on government services up to the revenue loss amount, whether that be the standard allowance amount or the amount calculated using the above approach. **Government services generally include *any service traditionally provided by a government***, unless Treasury has stated otherwise. Here are some common examples, although this list is not exhaustive:

- ✓ Construction of schools and hospitals
- ✓ Road building and maintenance, and other infrastructure
- ✓ Health services
- ✓ General government administration, staff, and administrative facilities
- ✓ Environmental remediation
- ✓ Provision of police, fire, and other public safety services (including purchase of fire trucks and police vehicles)

Government services is the most flexible eligible use category under the SLFRF program, and funds are subject to streamlined reporting and compliance requirements. Recipients should be mindful that certain restrictions, which are detailed further in the Restrictions on Use section and apply to all uses of funds, apply to government services as well.



Responding to Public Health and Economic Impacts of COVID-19

The Coronavirus State and Local Fiscal Recovery Funds provide resources for governments to meet the public health and economic needs of those impacted by the pandemic in their communities, as well as address longstanding health and economic disparities, which amplified the impact of the pandemic in disproportionately impacted communities, resulting in more severe pandemic impacts.

The eligible use category to respond to public health and negative economic impacts is organized around the types of assistance a recipient may provide and includes several sub-categories:

- public health,
- assistance to households,
- assistance to small businesses,
- assistance to nonprofits,
- aid to impacted industries, and
- public sector capacity.

In general, to identify eligible uses of funds in this category, recipients should (1) identify a COVID-19 public health or economic impact on an individual or class (i.e., a group) and (2) design a program that responds to that impact. Responses should be related and reasonably proportional to the harm identified and reasonably designed to benefit those impacted.

To provide simple, clear eligible uses of funds that meet this standard, Treasury provides a non-exhaustive list of enumerated uses that respond to pandemic impacts. Treasury also presumes that some populations experienced pandemic impacts and are eligible for responsive services. In other words, recipients providing enumerated uses of funds to populations presumed eligible are clearly operating consistently with the final rule.¹

Recipients also have broad flexibility to (1) identify and respond to other pandemic impacts and (2) serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients can also identify groups or “classes” of beneficiaries that experienced pandemic impacts and provide services to those classes.

¹ However, please note that use of funds for enumerated uses may not be grossly disproportionate to the harm. Further, recipients should consult the Capital Expenditures section for more information about pursuing a capital expenditure; please note that enumerated capital expenditures are not presumed to be reasonably proportional responses to an identified harm except as provided in the Capital Expenditures section.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



Step	1. Identify COVID-19 public health or economic impact	2. Design a response that addresses or responds to the impact
Analysis	<ul style="list-style-type: none"> Can identify impact to a specific household, business or nonprofit or to a class of households, businesses, or nonprofits (i.e., group) Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class 	<ul style="list-style-type: none"> Types of responses can include a program, service, or capital expenditure Response should be related and reasonably proportional to the harm Response should also be reasonably designed to benefit impacted individual or class
Simplifying Presumptions	<ul style="list-style-type: none"> Final Rule presumes certain populations and classes are impacted and disproportionately impacted 	<ul style="list-style-type: none"> Final Rule provides non-exhaustive list of enumerated eligible uses that respond to pandemic impacts and disproportionate impacts

To assess eligibility of uses of funds, recipients should first determine the sub-category where their use of funds may fit (e.g., public health, assistance to households, assistance to small businesses), based on the entity that experienced the health or economic impact.² Then, recipients should refer to the relevant section for more details on each sub-category.

While the same overall eligibility standard applies to all uses of funds to respond to the public health and negative economic impacts of the pandemic, each sub-category has specific nuances on its application. In addition:

- Recipients interested in using funds for capital expenditures (i.e., investments in property, facilities, or equipment) should review the Capital Expenditures section in addition to the eligible use sub-category.
- Recipients interested in other uses of funds, beyond the enumerated uses, should refer to the section on “Framework for Eligible Uses Beyond Those Enumerated.”

² For example, a recipient interested in providing aid to unemployed individuals is addressing a negative economic impact experienced by a household and should refer to the section on assistance to households. Recipients should also be aware of the difference between “beneficiaries” and “sub-recipients.” Beneficiaries are households, small businesses, or nonprofits that can receive assistance based on impacts of the pandemic that they experienced. On the other hand, sub-recipients are organizations that carry out eligible uses on behalf of a government, often through grants or contracts. Sub-recipients do not need to have experienced a negative economic impact of the pandemic; rather, they are providing services to beneficiaries that experienced an impact.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

**RESPONDING TO THE PUBLIC HEALTH EMERGENCY**

While the country has made tremendous progress in the fight against COVID-19, including a historic vaccination campaign, the disease still poses a grave threat to Americans' health and the economy. Providing state, local, and Tribal governments the resources needed to fight the COVID-19 pandemic is a core goal of the Coronavirus State and Local Fiscal Recovery Funds, as well as addressing the other ways that the pandemic has impacted public health. Treasury has identified several public health impacts of the pandemic and enumerated uses of funds to respond to impacted populations.

- **COVID-19 mitigation and prevention.** The pandemic has broadly impacted Americans and recipients can provide services to prevent and mitigate COVID-19 to the general public or to small businesses, nonprofits, and impacted industries in general. Enumerated eligible uses include:
 - ✓ Vaccination programs, including vaccine incentives and vaccine sites
 - ✓ Testing programs, equipment and sites
 - ✓ Monitoring, contact tracing & public health surveillance (e.g., monitoring for variants)
 - ✓ Public communication efforts
 - ✓ Public health data systems
 - ✓ COVID-19 prevention and treatment equipment, such as ventilators and ambulances
 - ✓ Medical and PPE/protective supplies
 - ✓ Support for isolation or quarantine
 - ✓ Ventilation system installation and improvement
 - ✓ Technical assistance on mitigation of COVID-19 threats to public health and safety
 - ✓ Transportation to reach vaccination or testing sites, or other prevention and mitigation services for vulnerable populations
 - ✓ Support for prevention, mitigation, or other services in congregate living facilities, public facilities, and schools
 - ✓ Support for prevention and mitigation strategies in small businesses, nonprofits, and impacted industries
 - ✓ Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., ICUs, emergency rooms)
 - ✓ Temporary medical facilities and other measures to increase COVID-19 treatment capacity
 - ✓ Emergency operations centers & emergency response equipment (e.g., emergency response radio systems)
 - ✓ Public telemedicine capabilities for COVID-19 related treatment



- **Medical expenses.** Funds may be used for expenses to households, medical providers, or others that incurred medical costs due to the pandemic, including:
 - ✓ Unreimbursed expenses for medical care for COVID-19 testing or treatment, such as uncompensated care costs for medical providers or out-of-pocket costs for individuals
 - ✓ Paid family and medical leave for public employees to enable compliance with COVID-19 public health precautions
 - ✓ Emergency medical response expenses
 - ✓ Treatment of long-term symptoms or effects of COVID-19

- **Behavioral health care, such as mental health treatment, substance use treatment, and other behavioral health services.** Treasury recognizes that the pandemic has broadly impacted Americans' behavioral health and recipients can provide these services to the general public to respond. Enumerated eligible uses include:
 - ✓ Prevention, outpatient treatment, inpatient treatment, crisis care, diversion programs, outreach to individuals not yet engaged in treatment, harm reduction & long-term recovery support
 - ✓ Enhanced behavioral health services in schools
 - ✓ Services for pregnant women or infants born with neonatal abstinence syndrome
 - ✓ Support for equitable access to reduce disparities in access to high-quality treatment
 - ✓ Peer support groups, costs for residence in supportive housing or recovery housing, and the 988 National Suicide Prevention Lifeline or other hotline services
 - ✓ Expansion of access to evidence-based services for opioid use disorder prevention, treatment, harm reduction, and recovery
 - ✓ Behavioral health facilities & equipment

- **Preventing and responding to violence.** Recognizing that violence – and especially gun violence – has increased in some communities due to the pandemic, recipients may use funds to respond in these communities through:
 - ✓ Referrals to trauma recovery services for victims of crime
 - ✓ Community violence intervention programs, including:
 - Evidence-based practices like focused deterrence, with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance
 - ✓ In communities experiencing increased gun violence due to the pandemic:
 - Law enforcement officers focused on advancing community policing
 - Enforcement efforts to reduce gun violence, including prosecution
 - Technology & equipment to support law enforcement response

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

15



RESPONDING TO NEGATIVE ECONOMIC IMPACTS

The pandemic caused severe economic damage and, while the economy is on track to a strong recovery, **much work remains to continue building a robust, resilient, and equitable economy in the wake of the crisis** and to ensure that the benefits of this recovery reach all Americans. While the pandemic impacted millions of American households and businesses, some of its most severe impacts fell on low-income and underserved communities, where pre-existing disparities amplified the impact of the pandemic and where the most work remains to reach a full recovery.

The final rule recognizes that the pandemic caused broad-based impacts that affected many communities, households, and small businesses across the country; for example, many workers faced unemployment and many small businesses saw declines in revenue. The final rule describes these as “impacted” households, communities, small businesses, and nonprofits.

At the same time, the pandemic caused disproportionate impacts, or more severe impacts, in certain communities. For example, low-income and underserved communities have faced more severe health and economic outcomes like higher rates of COVID-19 mortality and unemployment, often because pre-existing disparities exacerbated the impact of the pandemic. The final rule describes these as “disproportionately impacted” households, communities, small businesses, and nonprofits.

To simplify administration of the program, the final rule presumes that certain populations were “impacted” and “disproportionately impacted” by the pandemic; these populations are presumed to be eligible for services that respond to the impact they experienced. The final rule also enumerates a non-exhaustive list of eligible uses that are recognized as responsive to the impacts or disproportionate impacts of COVID-19. **Recipients providing enumerated uses to populations presumed eligible are clearly operating consistently with the final rule.**

As discussed further in the section Framework for Eligible Uses Beyond Those Enumerated, recipients can also identify other pandemic impacts, impacted or disproportionately impacted populations or classes, and responses.

However, note that the final rule maintains that general infrastructure projects, including roads, streets, and surface transportation infrastructure, would generally not be eligible under this eligible use category, unless the project responded to a specific pandemic public health need or a specific negative economic impact. Similarly, general economic development or workforce development – activities that do not respond to negative economic impacts of the pandemic but rather seek to more generally enhance the jurisdiction’s business climate – would generally not be eligible under this eligible use category.

**Assistance to Households*****Impacted Households and Communities***

Treasury presumes the following households and communities are impacted by the pandemic:

- ✓ Low- or-moderate income households or communities
- ✓ Households that experienced unemployment
- ✓ Households that experienced increased food or housing insecurity
- ✓ Households that qualify for the Children's Health Insurance Program, Childcare Subsidies through the Child Care Development Fund (CCDF) Program, or Medicaid
- ✓ *When providing affordable housing programs:* households that qualify for the National Housing Trust Fund and Home Investment Partnerships Program
- ✓ *When providing services to address lost instructional time in K-12 schools:* any student that lost access to in-person instruction for a significant period of time

Low- or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines or (ii) income at or below 65 percent of the area median income for the county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines are higher than the area's median income and using the Federal Poverty Guidelines would result in more households and communities being presumed eligible. Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website.

Recipients can measure income for a specific household or the median income for the community, depending on whether the response they plan to provide serves specific households or the general community. The income thresholds vary by household size; recipients should generally use income thresholds for the appropriate household size but can use a default household size of three when easier for administration or when measuring income for a general community.

The income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$65,880 per year.³ In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is impacted by the pandemic and eligible for services to respond. Additionally, by following the steps detailed in the section Framework for Eligible Uses Beyond Those Enumerated, recipients may designate additional households as impacted or disproportionately impacted beyond these presumptions, and may also pursue projects not listed below in response to these impacts consistent with Treasury's standards.

³ For recipients in Alaska, the income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$82,350 per year. For recipients in Hawaii, the income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$75,780 per year.



Treasury recognizes the enumerated projects below, which have been expanded under the final rule, as eligible to respond to impacts of the pandemic on households and communities:

- ✓ Food assistance (e.g., child nutrition programs, including school meals) & food banks
- ✓ Emergency housing assistance: rental assistance, mortgage assistance, utility assistance, assistance paying delinquent property taxes, counseling and legal aid to prevent eviction and homelessness & emergency programs or services for homeless individuals, including temporary residences for people experiencing homelessness
- ✓ Health insurance coverage expansion
- ✓ Benefits for surviving family members of individuals who have died from COVID-19
- ✓ Assistance to individuals who want and are available for work, including job training, public jobs programs and fairs, support for childcare and transportation to and from a jobsite or interview, incentives for newly-employed workers, subsidized employment, grants to hire underserved workers, assistance to unemployed individuals to start small businesses & development of job and workforce training centers
- ✓ Financial services for the unbanked and underbanked
- ✓ Burials, home repair & home weatherization
- ✓ Programs, devices & equipment for internet access and digital literacy, including subsidies for costs of access
- ✓ Cash assistance
- ✓ Paid sick, medical, and family leave programs
- ✓ Assistance in accessing and applying for public benefits or services
- ✓ Childcare and early learning services, home visiting programs, services for child welfare-involved families and foster youth & childcare facilities
- ✓ Assistance to address the impact of learning loss for K-12 students (e.g., high-quality tutoring, differentiated instruction)
- ✓ Programs or services to support long-term housing security: including development of affordable housing and permanent supportive housing
- ✓ Certain contributions to an Unemployment Insurance Trust Fund⁴

⁴ Recipients may only use SLFRF funds for contributions to unemployment insurance trust funds and repayment of the principal amount due on advances received under Title XII of the Social Security Act up to an amount equal to (i) the difference between the balance in the recipient's unemployment insurance trust fund as of January 27, 2020 and the balance of such account as of May 17, 2021, plus (ii) the principal amount outstanding as of May 17, 2021 on any advances received under Title XII of the Social Security Act between January 27, 2020 and May 17, 2021. Further, recipients may use SLFRF funds for the payment of any interest due on such Title XII advances. Additionally, a recipient that deposits SLFRF funds into its unemployment insurance trust fund to fully restore the pre-pandemic balance may not draw down that balance and deposit more SLFRF funds, back up to the pre-pandemic balance. Recipients that deposit SLFRF funds into an unemployment insurance trust fund, or use SLFRF funds to repay principal on Title XII advances, may not take action to reduce benefits available to unemployed workers by changing the computation method governing regular unemployment compensation in a way that results in a reduction of average weekly benefit amounts or the number of weeks of benefits payable (i.e., maximum benefit entitlement).

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

***Disproportionately Impacted Households and Communities***

Treasury presumes the following households and communities are disproportionately impacted by the pandemic:

- ✓ Low-income households and communities
- ✓ Households residing in Qualified Census Tracts
- ✓ Households that qualify for certain federal benefits⁵
- ✓ Households receiving services provided by Tribal governments
- ✓ Households residing in the U.S. territories or receiving services from these governments

Low-income households and communities are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of its household based on the most recently published poverty guidelines or (ii) income at or below 40 percent of area median income for its county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines level is higher than the area median income level and using this level would result in more households and communities being presumed eligible. Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website.

Recipients can measure income for a specific household or the median income for the community, depending on whether the service they plan to provide serves specific households or the general community. The income thresholds vary by household size; recipients should generally use income thresholds for the appropriate household size but can use a default household size of three when easier for administration or when measuring income for a general community.

The income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$40,626 per year.⁶ In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is disproportionately impacted by the pandemic and eligible for services to respond.

⁵ These programs are Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Free- and Reduced-Price Lunch (NSLP) and/or School Breakfast (SBP) programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income (SSI), Head Start and/or Early Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), Section 8 Vouchers, Low-Income Home Energy Assistance Program (LIHEAP), and Pell Grants. For services to address educational disparities, Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school as eligible.

⁶ For recipients in Alaska, the income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$50,783 per year. For recipients in Hawaii, the income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$46,731 per year



Treasury recognizes the enumerated projects below, which have been expanded under the final rule, as eligible to respond to disproportionate impacts of the pandemic on households and communities:

- ✓ Pay for community health workers to help households access health & social services
- ✓ Remediation of lead paint or other lead hazards
- ✓ Primary care clinics, hospitals, integration of health services into other settings, and other investments in medical equipment & facilities designed to address health disparities
- ✓ Housing vouchers & assistance relocating to neighborhoods with higher economic opportunity
- ✓ Investments in neighborhoods to promote improved health outcomes
- ✓ Improvements to vacant and abandoned properties, including rehabilitation or maintenance, renovation, removal and remediation of environmental contaminants, demolition or deconstruction, greening/vacant lot cleanup & conversion to affordable housing⁷
- ✓ Services to address educational disparities, including assistance to high-poverty school districts & educational and evidence-based services to address student academic, social, emotional, and mental health needs
- ✓ Schools and other educational equipment & facilities
- ✓ Responses available to respond to impacts of the pandemic on households and communities (including those listed on page 18)

⁷ Please see the final rule for further details and conditions applicable to this eligible use. This includes Treasury's presumption that demolition of vacant or abandoned residential properties that results in a net reduction in occupiable housing units for low- and moderate-income individuals in an area where the availability of such housing is lower than the need for such housing is ineligible for support with SLFRF funds.

**Assistance to Small Businesses**

Small businesses have faced widespread challenges due to the pandemic, including periods of **shutdown, declines in revenue, or increased costs**. The final rule provides many tools for recipients to respond to the impacts of the pandemic on small businesses, or disproportionate impacts on businesses where pre-existing disparities like lack of access to capital compounded the pandemic's effects.

Small businesses eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "small business," specifically:

1. Have no more than 500 employees, or if applicable, the size standard in number of employees [established](#) by the Administrator of the Small Business Administration for the industry in which the business concern or organization operates, and
2. Are a small business concern as defined in section 3 of the Small Business Act⁸ (which includes, among other requirements, that the business is independently owned and operated and is not dominant in its field of operation).

Impacted Small Businesses

Recipients can identify small businesses impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- | | |
|---------------------------------------|--|
| ✓ Decreased revenue or gross receipts | ✓ Capacity to weather financial hardship |
| ✓ Financial insecurity | ✓ Challenges covering payroll, rent or mortgage, and other operating costs |
| ✓ Increased costs | |

Assistance to small businesses that experienced negative economic impacts includes the following enumerated uses:

- | | |
|---|--|
| ✓ Loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees, and mortgage, rent, utility, and other operating costs | ✓ Technical assistance, counseling, or other services to support business planning |
|---|--|

Disproportionately Impacted Small Businesses

Treasury presumes that the following small businesses are disproportionately impacted by the pandemic:

⁸ 15 U.S.C. 632.



U.S. DEPARTMENT OF THE TREASURY

- ✓ Small businesses operating in Qualified Census Tracts
- ✓ **Small businesses operated by Tribal governments or on Tribal lands**
- ✓ Small businesses operating in the U.S. territories

Assistance to disproportionately impacted small businesses includes the following enumerated uses, which have been expanded under the final rule:

- ✓ Rehabilitation of commercial properties, storefront improvements & façade improvements
- ✓ Technical assistance, business incubators & grants for start-up or expansion costs for small businesses
- ✓ Support for microbusinesses, including financial, childcare, and transportation costs



Assistance to Nonprofits

Nonprofits have faced significant challenges due to the pandemic's increased demand for services and **changing operational needs, as well as declines in revenue sources such as donations and fees.**

Nonprofits eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "nonprofit"—specifically those that are 501(c)(3) or 501(c)(19) tax-exempt organizations.

Impacted Nonprofits

Recipients can identify nonprofits impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- ✓ Decreased revenue (e.g., from donations and fees)
- ✓ Financial insecurity
- ✓ Increased costs (e.g., uncompensated increases in service need)
- ✓ Capacity to weather financial hardship
- ✓ Challenges covering payroll, rent or mortgage, and other operating costs

Assistance to nonprofits that experienced negative economic impacts includes the following enumerated uses:

- ✓ Loans or grants to mitigate financial hardship
- ✓ Technical or in-kind assistance or other services that mitigate negative economic impacts of the pandemic

Disproportionately Impacted Nonprofits

Treasury presumes that the following nonprofits are disproportionately impacted by the pandemic:

- ✓ Nonprofits operating in Qualified Census Tracts
- ✓ Nonprofits operated by Tribal governments or on Tribal lands
- ✓ Nonprofits operating in the U.S. territories

Recipients may identify appropriate responses that are related and reasonably proportional to addressing these disproportionate impacts.

**Aid to Impacted Industries**

Recipients may use SLFRF funding to provide aid to industries impacted by the COVID-19 pandemic. Recipients should first designate an impacted industry and then provide aid to address the impacted industry's negative economic impact.

This sub-category of eligible uses does not separately identify disproportionate impacts and corresponding responsive services.

1. Designating an impacted industry. There are two main ways an industry can be designated as “impacted.”

1. If the industry is in the travel, tourism, or hospitality sectors (including Tribal development districts), the industry is impacted.
2. If the industry is outside the travel, tourism, or hospitality sectors, the industry is impacted if:
 - a. The industry experienced at least 8 percent employment loss from pre-pandemic levels,⁹ or
 - b. The industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries as of the date of the final rule, based on the totality of economic indicators or qualitative data (if quantitative data is unavailable), and if the impacts were generally due to the COVID-19 public health emergency.

Recipients have flexibility to define industries broadly or narrowly, but Treasury encourages recipients to define narrow and discrete industries eligible for aid. State and territory recipients also have flexibility to define the industries with greater geographic precision; for example, a state may identify a particular industry in a certain region of a state as impacted.

2. Providing eligible aid to the impacted industry. Aid may only be provided to support businesses, attractions, and Tribal development districts operating prior to the pandemic and affected by required closures and other efforts to contain the pandemic. Further, aid should be generally broadly available to all businesses within the impacted industry to avoid potential conflicts of interest, and Treasury encourages aid to be first used for operational expenses, such as payroll, before being used on other types of costs.

⁹ Specifically, a recipient should compare the percent change in the number of employees of the recipient's identified industry and the national Leisure & Hospitality sector in the three months before the pandemic's most severe impacts began (a straight three-month average of seasonally-adjusted employment data from December 2019, January 2020, and February 2020) with the latest data as of the final rule (a straight three-month average of seasonally-adjusted employment data from September 2021, October 2021, and November 2021). For parity and simplicity, smaller recipients without employment data that measure industries in their specific jurisdiction may use data available for a broader unit of government for this calculation (e.g., a county may use data from the state in which it is located; a city may use data for the county, if available, or state in which it is located) solely for purposes of determining whether a particular industry is an impacted industry.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



U.S. DEPARTMENT OF THE TREASURY

Treasury recognizes the enumerated projects below as eligible responses to impacted industries.

- ✓ Aid to mitigate financial hardship, such as supporting payroll costs, lost pay and benefits for returning employees, support of operations and maintenance of existing equipment and facilities
- ✓ Technical assistance, counseling, or other services to support business planning
- ✓ COVID-19 mitigation and infection prevention measures (see section Public Health)

As with all eligible uses, recipients may pursue a project not listed above by undergoing the steps outlined in the section Framework for Eligible Uses Beyond Those Enumerated.

**PUBLIC SECTOR CAPACITY**

Recipients may use SLFRF funding to restore and bolster public sector capacity, which supports government's ability to deliver critical COVID-19 services. There are three main categories of eligible uses to bolster public sector capacity and workforce: Public Safety, Public Health, and Human Services Staff; Government Employment and Rehiring Public Sector Staff; and Effective Service Delivery.

Public Safety, Public Health, and Human Services Staff

SLFRF funding may be used for payroll and covered benefits for public safety, public health, health care, human services and similar employees of a recipient government, for the portion of the employee's time spent responding to COVID-19. Recipients should follow the steps below.

1. Identify eligible public safety, public health, and human services staff. Public safety staff include:

- ✓ Police officers (including state police officers)
- ✓ Sheriffs and deputy sheriffs
- ✓ Firefighters
- ✓ Emergency medical responders
- ✓ Correctional and detention officers
- ✓ Dispatchers and supervisor personnel that directly support public safety staff

Public health staff include:

- ✓ Employees involved in providing medical and other physical or mental health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions
- ✓ Laboratory technicians, medical examiners, morgue staff, and other support services essential for patient care
- ✓ Employees of public health departments directly engaged in public health matters and related supervisory personnel

Human services staff include:

- ✓ Employees providing or administering social services and public benefits
- ✓ Child welfare services employees
- ✓ Child, elder, or family care employees

2. Assess portion of time spent on COVID-19 response for eligible staff.

Recipients can use a variety of methods to assess the share of an employees' time spent responding to COVID-19, including using reasonable estimates—such as estimating the share of time based on discussions with staff and applying that share to all employees in that position.

For administrative convenience, recipients can consider public health and safety employees entirely devoted to responding to COVID-19 (and their payroll and benefits fully covered by SLFRF) if the

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

26



employee, or his or her operating unit or division, is “primarily dedicated” to responding to COVID-19. Primarily dedicated means that more than half of the employee, unit, or division’s time is dedicated to responding to COVID-19.

Recipients must periodically reassess their determination and maintain records to support their assessment, although recipients do not need to track staff hours.

3. **Use SLFRF funding for payroll and covered benefits for the portion of eligible staff time spent on COVID-19 response.** SLFRF funding may be used for payroll and covered benefits for the portion of the employees’ time spent on COVID-19 response, as calculated above, through the period of performance.

Government Employment and Rehiring Public Sector Staff

Under the increased flexibility of the final rule, SLFRF funding may be used to support a broader set of uses to restore and support public sector employment. Eligible uses include hiring up to a pre-pandemic baseline that is adjusted for historic underinvestment in the public sector, providing additional funds for employees who experienced pay cuts or were furloughed, avoiding layoffs, providing worker retention incentives, and paying for ancillary administrative costs related to hiring, support, and retention.

- **Restoring pre-pandemic employment.** Recipients have two options to restore pre-pandemic employment, depending on the recipient’s needs.
 - *If the recipient simply wants to hire back employees for pre-pandemic positions:* Recipients may use SLFRF funds to hire employees for the same positions that existed on January 27, 2020 but that were unfilled or eliminated as of March 3, 2021. Recipients may use SLFRF funds to cover payroll and covered benefits for such positions through the period of performance.
 - *If the recipient wants to hire above the pre-pandemic baseline and/or would like to have flexibility in positions:* Recipients may use SLFRF funds to pay for payroll and covered benefits associated with the recipient increasing its number of budgeted FTEs up to 7.5 percent above its pre-pandemic baseline. Specifically, recipients should undergo the following steps:
 - a. Identify the recipient’s budgeted FTE level on January 27, 2020. This includes all budgeted positions, filled and unfilled. This is called the *pre-pandemic baseline*.
 - b. Multiply the pre-pandemic baseline by 1.075. This is called the *adjusted pre-pandemic baseline*.
 - c. Identify the recipient’s budgeted FTE level on March 3, 2021, which is the beginning of the period of performance for SLFRF funds. Recipients may, but are not required to, exclude the number of FTEs dedicated to responding to the COVID-19 public health emergency. This is called the *actual number of FTEs*.
 - d. Subtract the *actual number of FTEs* from the *adjusted pre-pandemic baseline* to calculate the number of FTEs that can be covered by SLFRF funds. Recipients do not have to hire for the same roles that existed pre-pandemic.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



Recipients may use SLFRF funds to cover payroll and covered benefits through the period of performance; these employees must have begun their employment on or after March 3, 2021. Recipients may only use SLFRF funds for additional FTEs hired over the March 3, 2021 level (i.e., the *actual number of FTEs*).

- **Supporting and retaining public sector workers.** Recipients can also use funds in other ways that support the public sector workforce.¹⁰ These include:
 - **Providing additional funding for employees who experienced pay reductions or were furloughed** since the onset of the pandemic, up to the difference in the employee's pay, taking into account unemployment benefits received.
 - **Maintaining current compensation levels to prevent layoffs.** SLFRF funds may be used to maintain current compensation levels, with adjustments for inflation, in order to prevent layoffs that would otherwise be necessary.
 - **Providing worker retention incentives, including reasonable increases in compensation** to persuade employees to remain with the employer as compared to other employment options. Retention incentives must be entirely additive to an employee's regular compensation, narrowly tailored to need, and should not exceed incentives traditionally offered by the recipient or compensation that alternative employers may offer to compete for the employees. Treasury presumes that retention incentives that are less than 25 percent of the rate of base pay for an individual employee or 10 percent for a group or category of employees are reasonably proportional to the need to retain employees, as long as other requirements are met.
- **Covering administrative costs associated with administering the hiring, support, and retention programs above.**

Effective Service Delivery

SLFRF funding may be used to improve the efficacy of public health and economic programs through tools like program evaluation, data, and outreach, as well as to address administrative needs caused or exacerbated by the pandemic. Eligible uses include:

- **Supporting program evaluation, data, and outreach through:**

¹⁰ Recipients should be able to substantiate that these uses of funds are substantially due to the public health emergency or its negative economic impacts (e.g., fiscal pressures on state and local budgets) and respond to its impacts. See the final rule for details on these uses.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



U.S. DEPARTMENT OF THE TREASURY

- ✓ Program evaluation and evidence resources
 - ✓ Data analysis resources to gather, assess, share, and use data
 - ✓ Technology infrastructure to improve access to and the user experience of government IT systems, as well as technology improvements to increase public access and delivery of government programs and services
 - ✓ Community outreach and engagement activities
 - ✓ Capacity building resources to support using data and evidence, including hiring staff, consultants, or technical assistance support
- **Addressing administrative needs, including:**
 - ✓ Administrative costs for programs responding to the public health emergency and its economic impacts, including non-SLFRF and non-federally funded programs
 - ✓ Address administrative needs caused or exacerbated by the pandemic, including addressing backlogs caused by shutdowns, increased repair or maintenance needs, and technology infrastructure to adapt government operations to the pandemic (e.g., video-conferencing software, data and case management systems)

**CAPITAL EXPENDITURES**

As described above, the final rule clarifies that recipients may use funds for programs, services, and capital expenditures that respond to the public health and negative economic impacts of the pandemic. Any use of funds in this category for a capital expenditure must comply with the capital expenditure requirements, in addition to other standards for uses of funds.

Capital expenditures are subject to the same eligibility standard as other eligible uses to respond to the pandemic's public health and economic impacts; specifically, they must be related and reasonably proportional to the pandemic impact identified and reasonably designed to benefit the impacted population or class.

For ease of administration, the final rule identifies enumerated types of capital expenditures that Treasury has identified as responding to the pandemic's impacts; these are listed in the applicable sub-category of eligible uses (e.g., public health, assistance to households, etc.). Recipients may also identify other responsive capital expenditures. Similar to other eligible uses in the SLFRF program, no pre-approval is required for capital expenditures.

To guide recipients' analysis of whether a capital expenditure meets the eligibility standard, recipients (with the exception of Tribal governments) must complete and meet the requirements of a written justification for capital expenditures equal to or greater than \$1 million. For large-scale capital expenditures, which have high costs and may require an extended length of time to complete, as well as most capital expenditures for non-enumerated uses of funds, Treasury requires recipients to submit their written justification as part of regular reporting. Specifically:

If a project has total capital expenditures of	and the use is enumerated by Treasury as eligible, then	and the use is beyond those enumerated by Treasury as eligible, then
Less than \$1 million	No Written Justification required	No Written Justification required
Greater than or equal to \$1 million, but less than \$10 million	Written Justification required but recipients are not required to submit as part of regular reporting to Treasury	Written Justification required and recipients must submit as part of regular reporting to Treasury
\$10 million or more	Written Justification required and recipients must submit as part of regular reporting to Treasury	

A Written Justification includes:

- *Description of the harm or need to be addressed.* Recipients should provide a description of the specific harm or need to be addressed and why the harm was exacerbated or caused by the public health emergency. Recipients may provide quantitative information on the extent and the type of harm, such as the number of individuals or entities affected.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

30



- *Explanation of why a capital expenditure is appropriate.* For example, recipients should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate.
- *Comparison of proposed capital project against at least two alternative capital expenditures and demonstration of why the proposed capital expenditure is superior.* Recipients should consider the effectiveness of the capital expenditure in addressing the harm identified and the expected total cost (including pre-development costs) against at least two alternative capital expenditures.

Where relevant, recipients should consider the alternatives of improving existing capital assets already owned or leasing other capital assets.

Treasury presumes that the following capital projects are generally ineligible:

- | | |
|---|---|
| ✖ Construction of new correctional facilities as a response to an increase in rate of crime | ✖ Construction of convention centers, stadiums, or other large capital projects intended for general economic development or to aid impacted industries |
| ✖ Construction of new congregate facilities to decrease spread of COVID-19 in the facility | |

In undertaking capital expenditures, Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

**FRAMEWORK FOR ELIGIBLE USES BEYOND THOSE ENUMERATED**

As described above, recipients have broad flexibility to identify and respond to other pandemic impacts and serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients should undergo the following steps to decide whether their project is eligible:

Step	1. Identify COVID-19 public health or economic impact	2. Design a response that addresses or responds to the impact
Analysis	<ul style="list-style-type: none"> Can identify impact to a specific household, business or nonprofit or to a class of households, businesses or nonprofits (i.e., group) Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class 	<ul style="list-style-type: none"> Types of responses can include a program, service, or capital expenditure Response should be related and reasonably proportional to the harm Response should also be reasonably designed to benefit impacted individual or class

1. Identify a COVID-19 public health or negative economic impact on an individual or a class.

Recipients should identify an individual or class that is “impacted” or “disproportionately impacted” by the COVID-19 public health emergency or its negative economic impacts as well as the specific impact itself.

- “Impacted” entities are those impacted by the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency. For example, an individual who lost their job or a small business that saw lower revenue during a period of closure would both have experienced impacts of the pandemic.
- “Disproportionately impacted” entities are those that experienced disproportionate public health or economic outcomes from the pandemic; Treasury recognizes that pre-existing disparities, in many cases, amplified the impacts of the pandemic, causing more severe impacts in underserved communities. For example, a household living in a neighborhood with limited access to medical care and healthy foods may have faced health disparities before the pandemic, like a higher rate of chronic health conditions, that contributed to more severe health outcomes during the COVID-19 pandemic.

The recipient may choose to identify these impacts at either the individual level or at a class level. If the recipient is identifying impacts at the individual level, they should retain documentation supporting the impact the individual experienced (e.g., documentation of lost revenues from a small business). Such documentation can be streamlined in many cases (e.g., self-attestation that a household requires food assistance).

Recipients also have broad flexibility to identify a “class” – or a group of households, small businesses, or nonprofits – that experienced an impact. In these cases, the recipients should

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

32



first identify the class and the impact that it faced. Then, recipients only need to document that the individuals served fall within that class; recipients do not need to document a specific impact to each individual served. For example, a recipient could identify that restaurants in the downtown area faced substantial declines in revenue due to decreased foot traffic from workers; the recipient could develop a program to respond to the impact on that class and only needs to document that the businesses being served are restaurants in the downtown area.

Recipients should keep the following considerations in mind when designating a class:

- **There should be a relationship between the definition of the class and the proposed response.** Larger and less-specific classes are less likely to have experienced similar harms, which may make it more difficult to design a response that appropriately responds to those harms.
- **Classes may be determined on a population basis or on a geographic basis,** and the response should be appropriately matched. For example, a response might be designed to provide childcare to single parents, regardless of which neighborhood they live in, or a response might provide a park to improve the health of a disproportionately impacted neighborhood.
- **Recipients may designate classes that experienced disproportionate impact,** by assessing the impacts of the pandemic and finding that some populations experienced meaningfully more severe impacts than the general public. To determine these disproportionate impacts, recipients:
 - May designate classes based on academic research or government research publications (such as the citations provided in the supplementary information in the final rule), through analysis of their own data, or through analysis of other existing data sources.
 - May also consider qualitative research and sources to augment their analysis, or when quantitative data is not readily available. Such sources might include resident interviews or feedback from relevant state and local agencies, such as public health departments or social services departments.
 - Should consider the quality of the research, data, and applicability of analysis to their determination in all cases.
- **Some of the enumerated uses may also be appropriate responses to the impacts experienced by other classes of beneficiaries.** It is permissible for recipients to provide these services to other classes, so long as the recipient determines that the response is also appropriate for those groups.
- **Recipients may designate a class based on income level, including at levels higher than the final rule definition of "low- and moderate-income."** For example, a recipient may identify that households in their community with incomes above the final rule threshold for low-income nevertheless experienced disproportionate impacts from the pandemic and provide responsive services.

2. **Design a response that addresses or responds to the impact.** Programs, services, and other interventions must be reasonably designed to benefit the individual or class that experienced

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

33



the impact. They must also be related and reasonably proportional to the extent and type of impact experienced. For example, uses that bear no relation or are grossly disproportionate to the type or extent of the impact would not be eligible.

“Reasonably proportional” refers to the scale of the response compared to the scale of the harm, as well as the targeting of the response to beneficiaries compared to the amount of harm they experienced; for example, it may not be reasonably proportional for a cash assistance program to provide a very small amount of aid to a group that experienced severe harm and a much larger amount to a group that experienced relatively little harm. Recipients should consider relevant factors about the harm identified and the response to evaluate whether the response is reasonably proportional. For example, recipients may consider the size of the population impacted and the severity, type, and duration of the impact. Recipients may also consider the efficacy, cost, cost-effectiveness, and time to delivery of the response.

For disproportionately impacted communities, recipients may design interventions that address broader pre-existing disparities that contributed to more severe health and economic outcomes during the pandemic, such as disproportionate gaps in access to health care or pre-existing disparities in educational outcomes that have been exacerbated by the pandemic.



Premium Pay

The Coronavirus State and Local Fiscal Recovery Funds may be used to provide premium pay to eligible workers performing essential work during the pandemic. Premium pay may be awarded to eligible workers up to \$13 per hour. Premium pay must be in addition to wages or remuneration (i.e., compensation) the eligible worker otherwise receives. Premium pay may not exceed \$25,000 for any single worker during the program.

Recipients should undergo the following steps to provide premium pay to eligible workers.

- 1. Identify an “eligible” worker.** Eligible workers include workers “needed to maintain continuity of operations of essential critical infrastructure sectors.” These sectors and occupations are eligible:

- | | |
|--|---|
| ✓ Health care | ✓ State, local, or Tribal government workforce |
| ✓ Emergency response | ✓ Workers providing vital services to Tribes |
| ✓ Sanitation, disinfection & cleaning | ✓ Educational, school nutrition, and other work required to operate a school facility |
| ✓ Maintenance | ✓ Laundry |
| ✓ Grocery stores, restaurants, food production, and food delivery | ✓ Elections |
| ✓ Pharmacy | ✓ Solid waste or hazardous materials management, response, and cleanup |
| ✓ Biomedical research | ✓ Work requiring physical interaction with patients |
| ✓ Behavioral health | ✓ Dental care |
| ✓ Medical testing and diagnostics | ✓ Transportation and warehousing |
| ✓ Home and community-based health care or assistance with activities of daily living | ✓ Hotel and commercial lodging facilities that are used for COVID-19 mitigation and containment |
| ✓ Family or child care | |
| ✓ Social services | |
| ✓ Public health | |
| ✓ Mortuary | |
| ✓ Critical clinical research, development, and testing necessary for COVID-19 response | |

Beyond this list, the chief executive (or equivalent) of a recipient government may designate additional non-public sectors as critical so long as doing so is necessary to protecting the health and wellbeing of the residents of such jurisdictions.

- 2. Verify that the eligible worker performs “essential work,”** meaning work that:

- Is not performed while teleworking from a residence; and
- Involves either:
 - regular, in-person interactions with patients, the public, or coworkers of the individual that is performing the work; or
 - regular physical handling of items that were handled by, or are to be handled by, patients, the public, or coworkers of the individual that is performing the work.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

35



3. Confirm that the premium pay “responds to” workers performing essential work during the COVID-19 public health emergency. Under the final rule, which broadened the share of eligible workers who can receive premium pay without a written justification, recipients may meet this requirement in one of three ways:

- Eligible worker receiving premium pay is earning (with the premium included) at or below 150 percent of their residing state or county’s average annual wage for all occupations, as defined by the Bureau of Labor Statistics’ [Occupational Employment and Wage Statistics](#), whichever is higher, on an annual basis; or
- Eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions; or
- If a worker does not meet either of the above requirements, the recipient must submit written justification to Treasury detailing how the premium pay is otherwise responsive to workers performing essential work during the public health emergency. This may include a description of the essential worker’s duties, health, or financial risks faced due to COVID-19, and why the recipient determined that the premium pay was responsive. Treasury anticipates that recipients will easily be able to satisfy the justification requirement for front-line workers, like nurses and hospital staff.

Premium pay may be awarded in installments or lump sums (e.g., monthly, quarterly, etc.) and may be awarded to hourly, part-time, or salaried or non-hourly workers. Premium pay must be paid in addition to wages already received and may be paid retrospectively. A recipient may not use SLFRF to merely reimburse itself for premium pay or hazard pay already received by the worker, and premium pay may not be paid to volunteers.



Water & Sewer Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in water and sewer infrastructure. State, local, and Tribal governments have a tremendous need to address the consequences of deferred maintenance in drinking water systems and removal, management, and treatment of sewage and stormwater, along with additional resiliency measures needed to adapt to climate change.

Recipients may undertake the eligible projects below:

PROJECTS ELIGIBLE UNDER EPA'S CLEAN WATER STATE REVOLVING FUND (CWSRF)

Eligible projects under the CWSRF, and the final rule, include:

- ✓ Construction of publicly owned treatment works
- ✓ Projects pursuant to implementation of a nonpoint source pollution management program established under the Clean Water Act (CWA)
- ✓ Decentralized wastewater treatment systems that treat municipal wastewater or domestic sewage
- ✓ Management and treatment of stormwater or subsurface drainage water
- ✓ Water conservation, efficiency, or reuse measures
- ✓ Development and implementation of a conservation and management plan under the CWA
- ✓ Watershed projects meeting the criteria set forth in the CWA
- ✓ Energy consumption reduction for publicly owned treatment works
- ✓ Reuse or recycling of wastewater, stormwater, or subsurface drainage water
- ✓ Security of publicly owned treatment works

Treasury encourages recipients to review the EPA handbook for the [CWSRF](#) for a full list of eligibilities.

PROJECTS ELIGIBLE UNDER EPA'S DRINKING WATER STATE REVOLVING FUND (DWSRF)

Eligible drinking water projects under the DWSRF, and the final rule, include:

- ✓ Facilities to improve drinking water quality
- ✓ Transmission and distribution, including improvements of water pressure or prevention of contamination in infrastructure and lead service line replacements
- ✓ New sources to replace contaminated drinking water or increase drought resilience, including aquifer storage and recovery system for water storage
- ✓ Green infrastructure, including green roofs, rainwater harvesting collection, permeable pavement
- ✓ Storage of drinking water, such as to prevent contaminants or equalize water demands
- ✓ Purchase of water systems and interconnection of systems
- ✓ New community water systems

Treasury encourages recipients to review the EPA handbook for the [DWSRF](#) for a full list of eligibilities.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

37

**ADDITIONAL ELIGIBLE PROJECTS**

With broadened eligibility under the final rule, SLFRF funds may be used to fund additional types of projects— such as additional stormwater infrastructure, residential wells, lead remediation, and certain rehabilitations of dams and reservoirs — beyond the CWSRF and DWSRF, if they are found to be “necessary” according to the definition provided in the final rule and outlined below.

- ✓ Culvert repair, resizing, and removal, replacement of storm sewers, and additional types of stormwater infrastructure
- ✓ Infrastructure to improve access to safe drinking water for individual served by residential wells, including testing initiatives, and treatment/remediation strategies that address contamination
- ✓ Dam and reservoir rehabilitation if primary purpose of dam or reservoir is for drinking water supply and project is necessary for provision of drinking water
- ✓ Broad set of lead remediation projects eligible under EPA grant programs authorized by the Water Infrastructure Improvements for the Nation (WIIN) Act, such as lead testing, installation of corrosion control treatment, lead service line replacement, as well as water quality testing, compliance monitoring, and remediation activities, including replacement of internal plumbing and faucets and fixtures in schools and childcare facilities

A “necessary” investment in infrastructure must be:

- (1) responsive to an identified need to achieve or maintain an adequate minimum level of service, which may include a reasonable projection of increased need, whether due to population growth or otherwise,
- (2) a cost-effective means for meeting that need, taking into account available alternatives, and
- (3) for investments in infrastructure that supply drinking water in order to meet projected population growth, projected to be sustainable over its estimated useful life.

Please note that DWSRF and CWSRF-eligible projects are generally presumed to be necessary investments. Additional eligible projects generally must be responsive to an identified need to achieve or maintain an adequate minimum level of service. Recipients are only required to assess cost-effectiveness of projects for the creation of new drinking water systems, dam and reservoir rehabilitation projects, or projects for the extension of drinking water service to meet population growth needs. Recipients should review the supplementary information to the final rule for more details on requirements applicable to each type of investment.

APPLICABLE STANDARDS & REQUIREMENTS

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

38



Broadband Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in broadband infrastructure, which has been shown to be critical for work, education, healthcare, and civic participation during the public health emergency. The final rule broadens the set of eligible broadband infrastructure investments that recipients may undertake.

Recipients may pursue investments in broadband infrastructure meeting technical standards detailed below, as well as an expanded set of cybersecurity investments.

BROADBAND INFRASTRUCTURE INVESTMENTS

Recipients should adhere to the following requirements when designing a broadband infrastructure project:

1. **Identify an eligible area for investment.** Recipients are encouraged to prioritize projects that are designed to serve locations without access to reliable wireline 100/20 Mbps broadband service (meaning service that reliably provides 100 Mbps download speed and 20 Mbps upload speed through a wireline connection), but are broadly able to invest in projects designed to provide service to locations with an identified need for additional broadband investment. Recipients have broad flexibility to define need in their community. Examples of need could include:
 - ✓ Lack of access to a reliable high-speed broadband connection
 - ✓ Lack of affordable broadband
 - ✓ Lack of reliable service

If recipients are considering deploying broadband to locations where there are existing and enforceable federal or state funding commitments for reliable service of at least 100/20 Mbps, recipients must ensure that SLFRF funds are designed to address an identified need for additional broadband investment that is not met by existing federal or state funding commitments. Recipients must also ensure that SLFRF funds will not be used for costs that will be reimbursed by the other federal or state funding streams.

2. **Design project to meet high-speed technical standards.** Recipients are required to design projects to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds. In cases where it is not practicable, because of the excessive cost of the project or geography or topography of the area to be served by the project, eligible projects may be designed to reliably meet or exceed 100/20 Mbps and be scalable to a minimum of symmetrical 100 Mbps download and upload speeds.

Treasury encourages recipients to prioritize investments in fiber-optic infrastructure wherever feasible and to focus on projects that will achieve last-mile connections. Further, Treasury encourages recipients to prioritize support for broadband networks owned, operated by, or affiliated with local governments, nonprofits, and co-operatives.



3. **Require enrollment in a low-income subsidy program.** Recipients must require the service provider for a broadband project that provides service to households to either:
 - ✓ Participate in the FCC's Affordable Connectivity Program (ACP)
 - ✓ Provide access to a broad-based affordability program to low-income consumers that provides benefits commensurate to ACP

Treasury encourages broadband services to also include at least one low-cost option offered without data usage caps at speeds sufficient for a household with multiple users to simultaneously telework and engage in remote learning. Recipients are also encouraged to consult with the community on affordability needs.

CYBERSECURITY INVESTMENTS

SLFRF may be used for modernization of cybersecurity for existing and new broadband infrastructure, regardless of their speed delivery standards. This includes modernization of hardware and software.

APPLICABLE STANDARDS & REQUIREMENTS

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.



Restrictions on Use

While recipients have considerable flexibility to use Coronavirus State and Local Fiscal Recovery Funds to address the diverse needs of their communities, some restrictions on use of funds apply.

OFFSET A REDUCTION IN NET TAX REVENUE

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation, or administrative interpretation beginning on March 3, 2021, through the last day of the fiscal year in which the funds provided have been spent.** If a state or territory cuts taxes during this period, it must demonstrate how it paid for the tax cuts from sources other than SLFRF, such as by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be repaid to the Treasury.

DEPOSITS INTO PENSION FUNDS

- **No recipients except Tribal governments may use this funding to make a deposit to a pension fund.** Treasury defines a “deposit” as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions connected to an eligible use of funds (e.g., for public health and safety staff). Examples of extraordinary payments include ones that:

<ul style="list-style-type: none"> ✗ Reduce a liability incurred prior to the start of the COVID-19 public health emergency and occur outside the recipient’s regular timing for making the payment 	<ul style="list-style-type: none"> ✗ Occur at the regular time for pension contributions but is larger than a regular payment would have been
--	--

ADDITIONAL RESTRICTIONS AND REQUIREMENTS

Additional restrictions and requirements that apply across all eligible use categories include:

- **No debt service or replenishing financial reserves.** Since SLFRF funds are intended to be used prospectively, recipients may not use SLFRF funds for debt service or replenishing financial reserves (e.g., rainy day funds).
- **No satisfaction of settlements and judgments.** Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring in a judicial, administrative, or regulatory proceeding is itself not an eligible use. However, if a settlement requires the recipient to provide services or incur other costs that are an eligible use of SLFRF funds, SLFRF may be used for those costs.
- **Additional general restrictions.** SLFRF funds may not be used for a project that conflicts with or contravenes the purpose of the American Rescue Plan Act statute (e.g., uses of funds that

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



U.S. DEPARTMENT OF THE TREASURY

undermine COVID-19 mitigation practices in line with CDC guidance and recommendations) and may not be used in violation of the Award Terms and Conditions or conflict of interest requirements under the Uniform Guidance. Other applicable laws and regulations, outside of SLFRF program requirements, may also apply (e.g., laws around procurement, contracting, conflicts-of-interest, environmental standards, or civil rights).



Program Administration

The Coronavirus State and Local Fiscal Recovery Funds final rule details a number of administrative processes and requirements, including on distribution of funds, timeline for use of funds, transfer of funds, treatment of loans, use of funds to meet non-federal match or cost-share requirements, administrative expenses, reporting on use of funds, and remediation and recoupment of funds used for ineligible purposes. This section provides a summary for the most frequently asked questions.

TIMELINE FOR USE OF FUNDS

Under the SLFRF, funds must be used for costs incurred on or after March 3, 2021. Further, costs must be obligated by December 31, 2024, and expended by December 31, 2026.

TRANSFERS

Recipients may undertake projects on their own or through subrecipients, which carry out eligible uses on behalf of a recipient, including pooling funds with other recipients or blending and braiding SLFRF funds with other sources of funds. Localities may also transfer their funds to the state through section 603(c)(4), which will decrease the locality's award and increase the state award amounts.

LOANS

Recipients may generally use SLFRF funds to provide loans for uses that are otherwise eligible, although there are special rules about how recipients should track program income depending on the length of the loan. Recipients should consult the final rule if they seek to utilize these provisions.

NON-FEDERAL MATCH OR COST-SHARE REQUIREMENTS

Funds available under the "revenue loss" eligible use category (sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act) generally may be used to meet the non-federal cost-share or matching requirements of other federal programs. However, note that SLFRF funds may not be used as the non-federal share for purposes of a state's Medicaid and CHIP programs because the Office of Management and Budget has approved a waiver as requested by the Centers for Medicare & Medicaid Services pursuant to 2 CFR 200.102 of the Uniform Guidance and related regulations.

SLFRF funds beyond those that are available under the revenue loss eligible use category may not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute. As an example, the Infrastructure Investment and Jobs Act provides that SLFRF funds may be used to meet the non-federal match requirements of authorized Bureau of Reclamation projects and certain broadband deployment projects. Recipients should consult the final rule for further details if they seek to utilize SLFRF funds as a match for these projects.

ADMINISTRATIVE EXPENSES

SLFRF funds may be used for direct and indirect administrative expenses involved in administering the program. For details on permissible direct and indirect administrative costs, recipients should refer to Treasury's [Compliance and Reporting Guidance](#). Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

43



REPORTING, COMPLIANCE & RECOUPMENT

Recipients are required to comply with Treasury's [Compliance and Reporting Guidance](#), which includes submitting mandatory periodic reports to Treasury.

Funds used in violation of the final rule are subject to remediation and recoupment. As outlined in the final rule, Treasury may identify funds used in violation through reporting or other sources. Recipients will be provided with an initial written notice of recoupment with an opportunity to submit a request for reconsideration before Treasury provides a final notice of recoupment. If the recipient receives an initial notice of recoupment and does not submit a request for reconsideration, the initial notice will be deemed the final notice. Treasury may pursue other forms of remediation and monitoring in conjunction with, or as an alternative to, recoupment.

REVISIONS TO THE OVERVIEW OF THE FINAL RULE:

- January 18, 2022 (p. 4, p. 16): Clarification that the revenue loss standard allowance is “up to” \$10 million under the Replacing Lost Public Sector Revenue eligible use category; addition of further information on the eligibility of general infrastructure, general economic development, and worker development projects under the Public Health and Negative Economic Impacts eligible use category.
- March 17, 2022 (p. 18): Specified that provision of child nutrition programs is available to respond to impacts of the pandemic on households and communities.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

44

ATTACHMENT “E”

EL PASO MAKES: INNOVATION FACTORY POLICY

ATTACHMENT “F”

LEASE



February 7, 2023

Item 22

The El Paso Makes: Innovation Factory

A resolution adopting the Innovation Factory Incentive & Lease Policy



Council Requested Action

1. That the Director of Aviation is authorized to:
 - Create and amend policies for the lease of the **El Paso Makes: Innovation Factory** and buildings within the **El Paso Makes: Advanced Manufacturing District**;
 - Execute, amend + administer these leases; and
 - Execute agreements for community partners' use of District space.
2. That the Director of Economic Development is authorized to create a policy to use the appropriated Coronavirus State + Local Fiscal Recovery Funds to **assist small businesses** located at the Innovation Factory; and
3. That the City Manager, or designee(s) is authorized to perform any budget transfers and execute related documents required to effectuate the intent of this resolution.



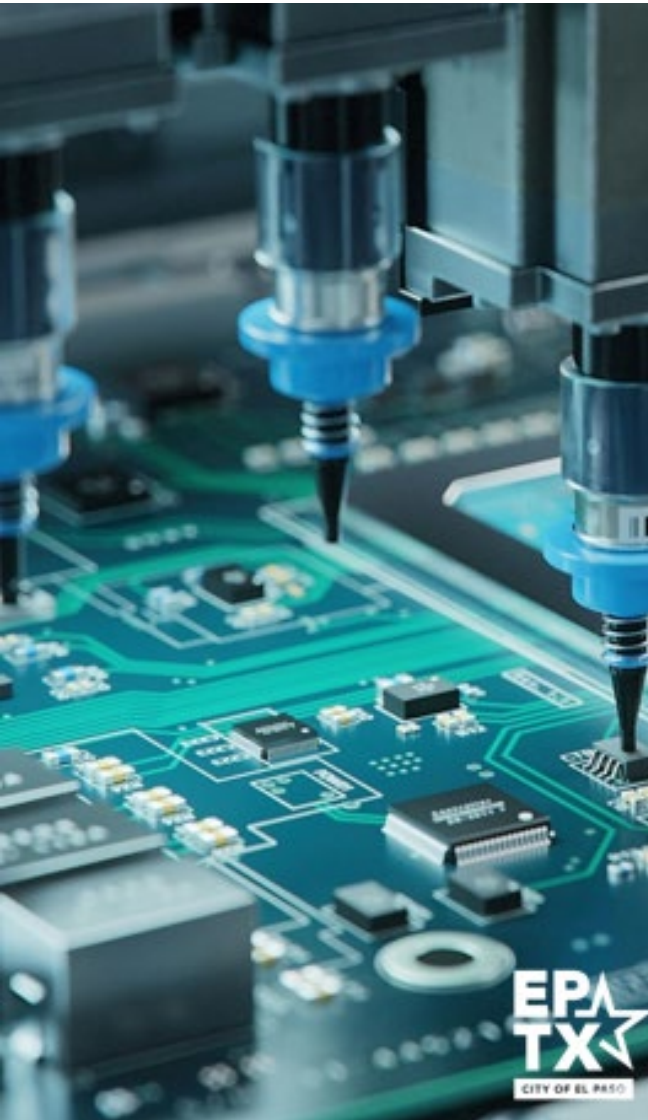
Goal 1 Strategy:

Expand El Paso's Tax Base

Strategic Objectives (30 by 30)

- Grow existing and attract new target industries, including **advanced manufacturing** and international development; creating an innovation-driven culture of technology that fosters **economic prosperity** and creates **high-paying career pathways**.
- Continue the development of integrated planning efforts with **Communities of Excellence** partners, including the University of Texas at El Paso

Wage Growth + Quality Job Growth + Career Pathways



Strategy Execution: Results

- Partnered with NCDMM, UTEP, and the Chamber to secure a \$1.5 million Economic Development Administration **Build to Scale: Venture Challenge** grant to assist local manufacturers in scaling operations. City provided match.
- Of 529 applicants nationwide, the West Texas Aerospace & Defense Coalition was one of 21 regional coalitions awarded a grant through the Economic Development Administration's **Build Back Better Regional Challenge** to grow or scale a regional industry cluster
- Announced the expansion of **Schneider Electric**, making El Paso its largest manufacturing footprint in the U.S. and securing a more than \$17 million investment, 370 new jobs, and the retention of 1,130 existing jobs
- Established partnership including the City, General Motors, El Paso Electric, and the Chamber to **advance electrification + climate initiatives**



Strategic Initiatives: Growing the Economy through Advanced Manufacturing

- **Build Back Better Regional Challenge:** In partnership with UTEP and other Coalition members, make our region a destination for investment in aerospace and defense manufacturing
- **Small Business Assistance + Growth:** Administer and manage American Rescue Plan Act funding for small business response + recovery, including assistance to local small manufacturers
- **Attraction + Expansion:** Deploy strategies to grow the economy through attraction + expansion of large advanced manufacturing employers
 - **Leverage Real Estate Assets:** Improve the shovel-readiness of City-owned properties at the **Airport** and in **Northeast El Paso**
 - **Binational Collaboration:** Take advantage of trends in nearshoring by improving cross-border infrastructure + promoting Mexico as a regional sourcing alternative



Background: The Build Back Better Regional Challenge

- Of more than 500 applicants, the West Texas Aerospace + Defense Coalition, led by UTEP, was one of 21 applicants selected through Economic Development Administration's nationally competitive **Build Back Better Regional Challenge** funded by the American Rescue Plan.
- The total **\$40M award** was allocated to the City (\$25M) and UTEP (\$15M) to construct Phase I of the El Paso: Makes Advanced Manufacturing District + develop complementary programming through the Innovation Network for Manufacturers.
- The City is the lead on developing a 250-acre **El Paso Makes: Advanced Manufacturing District** at the El Paso International Airport, which includes the El Paso Makes: Innovation Factory.

El Paso Makes: Innovation Factory

- Located in the Airport's Cargo Facility, the 30k square foot El Paso Makes: Innovation Factory provides the **opportunity for relatively early stage manufacturing technology businesses** to:
 - Collocate with other manufacturers and research and design teams;
 - Access the infrastructure necessary to successfully compete for aerospace and defense contracts; and
 - Obtain the needed incubation + acceleration services needed to move into commercialization of their product
- The **Council allocated \$3 million** in local American Rescue Plan funding provides a mechanism to offset costs associated with future tenants' (re)location to the Innovation Factory.



El Paso Makes: Innovation Factory

501 George Perry Blvd., El Paso, Texas 79925



The Innovation Factory includes 30k square feet of usable space, including:

- 9 Makers Spaces
- 8 Storage Spaces
- 20 Offices
- 2 Conference Rooms
- 2 Break Rooms
- Opportunity for a future 50k square foot expansion

Overview: Incentive + Lease Policy

- Selected applicants will execute a lease with the El Paso International Airport for a maximum term of three years. The use of the space is tied to the approved application.
- Selected applicants will receive from the City up to a 100% subsidy of the rent and associated expenses for the lease of space at the Innovation Factory. The funding will come from American Rescue Plan Act funds for years 2023-2026.
- Per American Rescue Plan Act requirements, these funds must be allocated by year end 2024 and expended by year end 2026. Recipients will be required to demonstrate they have been negatively impacted or disproportionately impacted by the pandemic.
- Applicants may request funds for tenant improvements at the Innovation Factory in an amount approved by the panel.

Innovation Factory: Applicant Eligibility

To be eligible the applicant must be a early stage manufacturing technology business that is focused on at least one of the following areas:

- Focuses on developing a product or technologies using advanced manufacturing technologies;
- Focuses on maturing advanced manufacturing technologies or advanced materials;
- Focuses on deploying advanced manufacturing technologies as a service;
- Manufactures products that will accelerate the adoption of alternative or renewable sources of energy; or
- Manufactures products for aerospace or national defense markets.

Innovation Factory: Incubation + Acceleration Services

The program will be composed of two tracks the applicant may progress through; Incubation and Acceleration. Depending on the needs of each tenant company, UTEP will provide content and support on the following:

- Technology Innovation
- Infrastructure & Facilities
- Talent Acquisition & Development
- Business Fundamentals
- Business Growth Services
- Evaluation Process

Innovation Factory: **Application Process**

- Applications will be available online via a fillable digital form;
- A selection panel composed of City and UTEP Aerospace + W.M. Keck Center representatives will review the application and if necessary, ask applicants to pitch in front of the panel to better determine viability and eligibility;
- When the application has been deemed successful, applicants enter into a lease and sub-recipient award agreement;
- Needed tenant improvements and changes to the space will be evaluated by the panel on an as needed basis
- Website: www.innovationelp.com

Executing the Strategic Plan: **Leveraging Local Competitive Strengths**

- Resilient Manufacturing Industry Specializing in Primary Metal Manufacturing
- Diverse, Highly Skilled, Industry-Ready Talent Pool
- World-Class Manufacturing Education Programs
- Leading Manufacturing Applied Research Applications through Tier 1 University
- Fifth Largest Manufacturing Hub in the World
- Leveraging City + UTEP Partnership through Communities of Excellence
- Close Proximity to Fort Bliss, White Sands Missile Range
- Private Investment in Aerospace (Blue Origin + Spaceport America)

Wage Growth + Quality Job Growth + Career Pathways

Council Requested Action

1. That the Director of Aviation is authorized to:
 - Create and amend policies for the lease of the **El Paso Makes: Innovation Factory** and buildings within the **El Paso Makes: Advanced Manufacturing District**;
 - Execute, amend + administer these leases; and
 - Execute agreements for community partners' use of District space.
2. That the Director of Economic Development is authorized to create a policy to use the appropriated Coronavirus State + Local Fiscal Recovery Funds to **assist small businesses** located at the Innovation Factory; and
3. That the City Manager, or designee(s) is authorized to perform any budget transfers and execute related documents required to effectuate the intent of this resolution.



Mission

Deliver exceptional services to support a high quality of life and place for our community



Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



Values

Integrity, Respect, Excellence, Accountability, People



Legislation Text

File #: 23-212, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

Districts 2 and 8

Economic and International Development, Omar L. Martinez, (915) 479-0341

Economic and International Development, Elizabeth Triggs, (915) 212-0094

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action requesting City Council support for the submission of the staff recommended Five Points Reconstruction and Paso Del Norte & Stanton Bridges Feasibility Study grant applications to the FY23 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) federal discretionary grant program administered by the Department of Transportation (DOT) and intended to help communities build transportation projects that have significant local or regional impact and improve safety and equity.

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

AGENDA DATE: February 7, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Omar Martinez, (915) 479-0341
Elizabeth Triggs, (915) 212-0094

DISTRICT(S) AFFECTED: 2 and 8

STRATEGIC GOAL: No. 1: Create an Environment Conducive to Strong, Sustainable Economic Development

SUBGOAL: 1.5 Stimulate economic growth through transit and bridges integration

SUBJECT:

Discussion and action requesting City Council support for the submission of the staff recommended Five Points Reconstruction and Paso Del Norte & Stanton Bridges Feasibility Study grant applications to the FY23 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) federal discretionary grant program administered by the Department of Transportation (DOT) and intended to help communities build transportation projects that have significant local or regional impact and improve safety and equity.

BACKGROUND / DISCUSSION:

On December 15, 2022, the U.S. Department of Transportation opened applications for \$1.5 billion in grant funding through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grant program for 2023. The deadline for applications is February 28, 2023 and selections will be announced no later than June 28, 2023.

The City proposes the submission of two applications to the FY23 RAISE program:

Five Points Reconstruction Project

The City is requesting \$8 million in grant funds for the reconstruction of North Piedras to preserve the overall transportation system while providing ADA compliant improvements that will better serve multimodal users of the corridor, including pedestrians, bicyclists and motor vehicle operators. North Piedras will be transformed from a five-lane to a three-lane road, with on-street parking, extended sidewalks and bulb-outs, strategic mid-block crosswalks and pedestrian amenities. This project will convert a primarily vehicular thoroughfare into a multi-modal boulevard that will promote pedestrian safety, economic development, and beautification to catalyze the revitalization of the Five Points neighborhood center for the City of El Paso. Total project cost is \$10 million; a \$2 million match will be provided by the City through funding available for this project.

Paso Del Norte & Stanton Bridges Feasibility Study

Cross-border vehicle traffic using downtown El Paso Ports of Entry (POE) – northbound and southbound traffic at the Stanton Street Bridge and northbound traffic at the Paso Del Norte (PdN) Bridge – predominantly approach or depart the POEs via local surface streets. Local surface streets connect to larger roadways including Paisano Drive/U.S. 62 to the north, and the Cesar E. Chavez Border Highway/TX-Loop 375 to the south. Current redesign and construction projects in the area have affected or will affect vehicle and pedestrian traffic patterns across the streets leading to the POEs; these include the Loop 375 Border Highway West Extension, I-10 Connect project, the SH-20 Alameda Avenue Corridor Study, and the City of El Paso Central Business District Phase IV (CBD IV). Consequently, the City needs a feasibility study to evaluate options for traffic, safety, and capacity improvements at the Paso del Norte and Stanton International Bridges, study area, and roadways. Using the requested \$1.5 million in USDOT funding, the City will contract professional engineering services to develop a transportation infrastructure feasibility study that includes conceptual design, benefit-cost estimation, and other findings and recommendations on potential traffic, safety, and capacity improvements for the Paso del Norte and Stanton International Bridges. Total project cost is \$1,875,000; a \$375,000 match will be provided by the City through the P3 program.

Revised 04/09/2021

PRIOR COUNCIL ACTION:

On February 15, 2022, City Council approved the staff proposed project for the FY22 RAISE discretionary grant program. The City was awarded \$12 million to fund pedestrian improvements to the Ysleta Port of Entry. Council accepted that award on August 30, 2022. Prior to that, City Council approved the staff proposed project for the FY21 RAISE discretionary grant program and the City was subsequently awarded \$900,000 for the design of the future Deck Plaza over the portion of I-10 running through Downtown El Paso.

AMOUNT AND SOURCE OF FUNDING:

- **Five Points Reconstruction Project:** Match of \$2 million from current construction funds
- **Paso Del Norte & Stanton Bridges Feasibility Study:** Match of \$375,000 from International Bridges Restricted Fund (P3 program)

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? x YES NO

PRIMARY DEPARTMENT: Economic and International Development

SECONDARY DEPARTMENT: International Bridges Department, Capital Improvements Department

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

DEPARTMENT HEAD:



Elizabeth Triggs, Director, Economic and International Development



Item 23

Rebuilding American Infrastructure with Sustainability and Equity (RAISE)

Authorizing the Submission of FY23 Applications to the Discretionary Grant Program

February 7, 2023

Goal 1. Create an environment conducive to strong, sustainable economic development



Council Requested Action

City Council support for the submission of the following staff recommended projects to the FY23 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) federal discretionary grant program:

- Five Points Reconstruction (construction grant)
- Paso del Norte & Stanton Bridges Feasibility Study (planning grant)





Overview

- Grant Awards to Date
- Discretionary Grants Action Plan
- Future Grant Submission Timeline
 - FY23 RAISE Applications



\$71.6M IN AWARDED GRANTS*

\$5M To the Airport for Terminal Improvements (via FAA)

\$13M To the Airport for RWY 8R and TWY U (via USDOT)

\$8.8M For Sun Metro Buses (via USDOT)

\$25M For Advanced Manufacturing (via EDA)

\$12M For the Ysleta Port of Entry (RAISE via USDOT)

\$1M For the PDN Trail (CPF via Congress)

\$4.1M For the PDN Trail (CPF via Congress)

\$0.9M Downtown Deck Plaza Design (RAISE via USDOT)

\$1.75M For Airport Solar Installation (CPF via Congress)

DISCRETIONARY GRANTS ACTION PLAN

The **Discretionary Grants Action Plan** contains details on planned grant submissions for that quarter, including:

- Projects
- Priorities
- Grant Programs
- Submitted Applications
- Awards

**\$71.6M
AWARDS**



**\$450M+
APPLICATIONS**



**\$160M+
COLLABORATIVE**



**20+ PROJECT
PARTNERS**



15 PLANNED APPLICATIONS FOR FFY23



Future Grants Submission Timeline

FEBRUARY 2023:	Five Points Reconstruction + Paso del Norte & Stanton Bridge Feasibility (RAISE via USDOT)
SPRING 2023:	I-10/Deck Park in Partnership with TxDOT (MEGA via USDOT)
SPRING 2023:	Business One-Stop Shop Program Feasibility (EAA via EDA)
SPRING 2023:	Community Project Funding (Appropriations via Congress)
SUMMER 2023:	Ysleta Port of Entry Feasibility Study (SMART via USDOT)

FY23 RAISE GRANT PROGRAM

- Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grant program
 - Part of the Infrastructure and Jobs Act of 2021
 - Five-year program with annual application opportunities
 - \$1.5 billion appropriated for FY23
 - Administered by USDOT
- FY23 Notice of Funding Opportunity (NOFO) released December 15, 2022
- February 28, 2023 deadline for submission





Project 1:

Five Points Reconstruction

Budget: \$10M

Request: \$8M | Local Match: \$2M

Local Match Funding Source: Existing
Construction Funds

Strategic Plan Alignment: Activate Targeted
(Re)Development (Goal 1.1 & 25 by 25); Improve
the Visual Impression of the Community (Goal 3.1)



Five Points Reconstruction

- Promote pedestrian safety, economic development, and beautification
- Catalyze the revitalization of a neighborhood center
- Investment in targeted redevelopment area
- Request funding to reconstruct North Piedras:
 - Reduce five-lane road to three lanes
 - Add ADA-complaint, multi-modal infrastructure
 - On-street parking, extended sidewalks and bulb-outs, strategic mid-block crosswalks and pedestrian amenities





Project 2:

Paso del Norte & Stanton Bridges Feasibility Study

Budget: \$1.875M

Request: \$1.5M | Local Match: \$375k

Local Match Funding Source: P3 Fund

Strategic Plan Alignment: Enhance cross-border mobility experience for bridge users (Goal 1.5 & 25 by 25); Enhance a regional comprehensive transportation system (Goal 7.2)



Paso del Norte & Stanton Bridges Feasibility Study

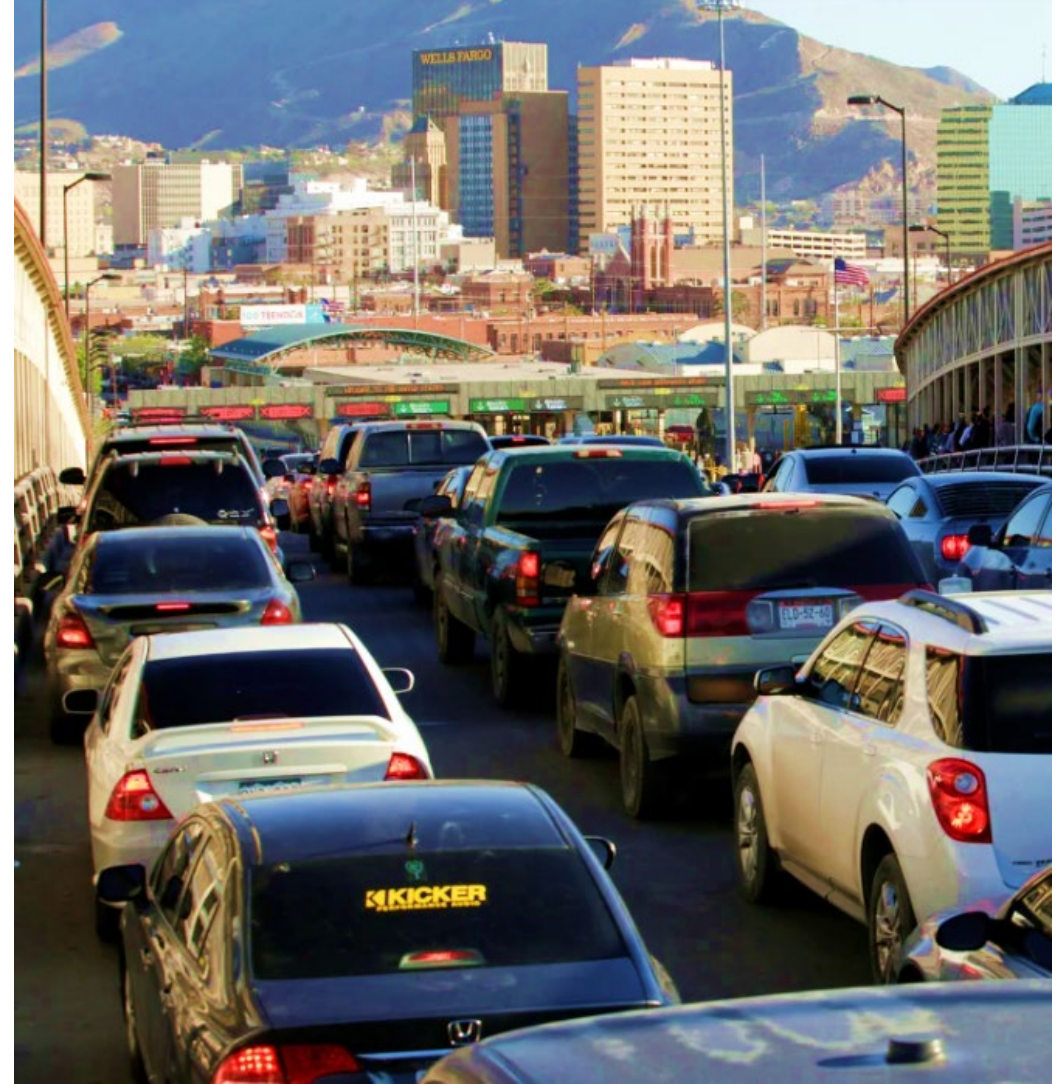
- Enhance cross-border experience for international bridge users
- Cross-border vehicle traffic using downtown El Paso Ports of Entry (POE) predominantly approach or depart the POEs via local surface streets
- Current area experiences congestion that impacts vehicle and pedestrian traffic patterns across the streets leading to the POEs
- Request funding for professional engineering services to:
 - Develop a transportation infrastructure feasibility study for the Paso del Norte and Stanton International Bridges
 - Evaluate options and provide recommendations for traffic, safety, and capacity improvements



Council Requested Action

City Council support for the submission of the following staff recommended projects to the FY23 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) federal discretionary grant program:

- Five Points Reconstruction (construction grant)
- Paso del Norte & Stanton Bridges Feasibility Study (planning grant)



Mission

Deliver exceptional services to support a high quality of life and place for our community

Values

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



Legislation Text

File #: 23-106, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Police, Assistant Chief Peter Pacillas, (915) 212-4308

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and El Paso MHMR d/b/a Emergence Health Network for the purpose of continuing to operate a Crisis Intervention Team ("CIT") in the City of El Paso.

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

AGENDA DATE: 2-7-23

DEPARTMENT: Police

CONTACT PERSON(S) NAME AND PHONE NUMBER: Assistant Chief Peter Pacillas, 915-212-4308

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 2.1-Maintain standing as one of the nation's top safest cities.

SUBJECT:

Discussion and Action that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and El Paso MHMR d/b/a Emergence Health Network for the purpose of continuing to operate a Crisis Intervention Team ("CIT") in the City of El Paso.

BACKGROUND / DISCUSSION:

On December 10, 2018, CIT was implemented to provide a specialized response to mental health crises to better serve citizens requiring assistance. CIT also aids uniformed officers who may already be on scene of a mental health crisis incident. On November 30, 2022, the original Interlocal Agreement between the City of El Paso and EHN expired. The Parties continued to operate the CIT while negotiating the terms of this Interlocal Agreement.

PRIOR COUNCIL ACTION:

The City Of El Paso and Emergence Health Network entered into the Crisis Intervention Team Interlocal Agreement on December 10, 2018. EHN secured a grant from SB292 for \$728,902.00.

AMOUNT AND SOURCE OF FUNDING:

\$1,733,954.59 funding for EHN personnel and their overtime. EPPD General Fund.

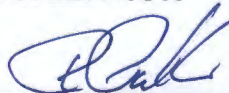
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Police

SECONDARY DEPARTMENT: City Attorney's Office

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

DEPARTMENT HEAD: Assistant Chief Peter Pacillas



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

RESOLUTION

WHEREAS, El Paso MHMR d/b/a Emergence Health Network (“EHN”), a Local Mental Health Authority and Community Center is established under the Texas Health and Safety Code; and

WHEREAS, on or about December 10, 2018, the City of El Paso (“City”) and EHN had entered into an Interlocal Agreement (“Original Agreement”) to establish and operate a Crisis Intervention Team (“CIT”); and

WHEREAS, on November 30, 2022, the Original Agreement between the City and EHN expired and the Parties continued to operate the CIT while negotiating the terms of this Interlocal Agreement (“Agreement”).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. That City Council ratify the operational costs of CIT for the months of December 2022, January 2023, and February 2023 as enumerated in the Agreement.
2. That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and El Paso MHMR d/b/a Emergence Health Network for the purpose of continuing to operate a Crisis Intervention Team (“CIT”) in the City of El Paso.

APPROVED this _____ of February, 2023.

THE CITY OF EL PASO

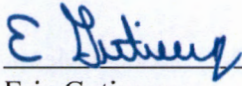
Oscar Lesser
Mayor

ATTEST:

Laura D. Prine
City Clerk

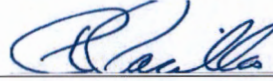
Page 1 of 2

APPROVED AS TO FORM:



Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:



Assistant Chief Peter Pacillas
El Paso Police Department

INTERLOCAL AGREEMENT BETWEEN THE CITY OF EL PASO AND EL PASO MHMR D/B/A EMERGENCE HEALTH NETWORK FOR THE OPERATION OF A CRISIS INTERVENTION TEAM

This Agreement ("Agreement") is made and entered into by and between the City of El Paso ("City"), a home-rule municipality created pursuant to the laws of Texas, acting through its City Council, and El Paso MHMR d/b/a Emergence Health Network ("EHN"), a Local Mental Health Authority and Community Center established under the Texas Health and Safety Code, all of which are referred to collectively as the ("Parties") for the purpose of implementing a Crisis Intervention Team ("CIT") in the City of El Paso. This Agreement is authorized pursuant to Texas Government Code Chapter 791.001, et seq., the Interlocal Cooperation Act.

Upon execution of this Agreement, any prior agreement or memorandum of understanding between City and EHN related to the implementation of a CIT Program shall be subsumed into this Agreement and no longer be of any force or effect.

RECITALS:

WHEREAS, Texas Government Code, Chapter 791, as amended, authorizes contracts between local governmental agencies to perform governmental functions, inclusive of §791.025, Texas Government Code, which permits agreements (interlocal agreement) between local governments for the purchase of goods and services, and satisfies the requirement of local governments to seek competitive bids for the purchase of goods and services;

WHEREAS, EHN and the City desire to explore options for providing safer and more effective responses to dynamic citizen encounter incidents involving persons in suspected mental health crisis, and situations involving persons with a diagnosed or suspected mental illness and/or intellectual disability; and

WHEREAS, the Parties agree that the CIT model is an effective method in responding to situations involving persons in suspected mental health crisis, and persons with a diagnosed or suspected mental illness and/or intellectual disability; and

WHEREAS, the Parties desire to enter into this Agreement to implement the CIT model and increase the number of persons diverted from incarceration when allowed by statutes.

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

A. TERM AND TERMINATION

This Agreement becomes effective upon approval and execution by all Parties to this Agreement ("Effective Date"), and terminates on November 30, 2024, unless extended by written agreement, or when otherwise terminated as provided under this Agreement. This Agreement may be terminated early, with or without cause or for convenience, by either party giving written notice of its intention to so terminate to the other party ninety (90) days before the effective date of

termination.

Payment under this agreement beyond the end of the current fiscal year is subject to availability of appropriated funds. Funding will be reviewed and approved by standard City and/or El Paso Police Department (“EPPD”) processes on an annual basis. If funds are not appropriated, this agreement shall be terminated immediately. The City will be responsible for payment of all monies due up through, and including, the date of such termination or reduction. Renewal of this agreement beyond the stated termination date is subject to the availability of appropriated funds.

B. PURPOSE OF AGREEMENT

This Agreement establishes the procedures and responsibilities of the Parties in deploying CIT as a pre-arrest diversionary program that emphasizes the appropriate diversion of individuals out of the criminal justice system and local medical emergency departments, and the reduction of excessive use of force by police officers through enhanced training by local law enforcement and access to critical mental health professionals and resources within the criminal justice system. CIT will assist persons in mental health crisis, diagnosed or suspected mental illness, intellectual disability, and/or substance use in the City of El Paso, providing the necessary transportation, equipment, and supplies for joint operation of the teams and sharing of information.

C. NAME OF JOINT OPERATION

The name of the joint operation is the “City of El Paso Crisis Intervention Team” which is a program set up to provide services to persons in suspected mental health crisis, and persons with a diagnosis or suspected mental illness and/or intellectual disability.

D. ASSIGNMENT OF PERSONNEL BY EPPD

The Chief of Police will select and assign no less than five (5) police supervisors and nineteen (19) officers to the CIT division. The EPPD officers will be partnered with EHN mental health professionals, and shall be deployed to examine, investigate, and handle persons believed to be in a mental health crisis, or otherwise, because of a diagnosed or suspected mental illness and/or intellectual disability.

EPPD Personnel shall:

1. Assist with and/ or respond to any patrol request involving a call concerning individuals who may have mental health issues;
2. Assist EHN case workers with individuals with mental illness and to respond to mental health crisis calls from the community;
3. At least annually, coordinate and/or conduct/participate in training for EPPD and EHN personnel related to mental health. The training must address at minimum the following components:
 - a. Recognize signs and symptoms of mental illness, substance abuse, and co-occurring mental illness;
 - b. Crisis intervention and de-escalation.
4. Act as a central source of information on mental health through the EPPD's Record

- Management System (RMS);
5. Provide handheld radios that utilize EPPD channels to EHN personnel to utilize during their shifts;
 6. Act as a community liaison between other law enforcement agencies and EHN;
 7. Transport consumers meeting Emergency Detention Orders (EDO) requirements to a facility deemed appropriate by EHN (Local Mental Health Authority);
 8. Certify EPPD officers, as required by Texas Commission on Law Enforcement (TCOLE) for Mental Health Officer certification;
 9. Create the CIT work schedule for all EHN personnel, including EHN supervisors to ensure accurate and efficient schedule keeping and accountability;
 10. Provide EPPD data upon EHN request relevant to CIT operations and encounters for planning, analysis, and general community reports including the quarterly report outlined under Section X-3.

E. ASSIGNMENT OF PERSONNEL BY EHN

EHN shall assign no less than one (1) Director, two (2) program managers, two (2) licensed therapists and seventeen (17) CIT specialists to be partnered with an EPPD officer within the CIT division. CIT units shall provide services in the City of El Paso. EHN clinicians shall provide a variety of clinical services for individuals with a diagnosed or suspected mental illness and/or intellectual disability, and assist these individuals, their personal support system, law enforcement, community members and other social service agencies in understanding and finding solutions to problems that lead to and result from mental illness and severe emotional disorders. EHN personnel shall pass a comprehensive background investigation, as deemed appropriate, and provided by EPPD. EHN will be responsible for the reasonable cost of the background investigation.

EHN personnel shall:

1. Subject to Article H of this Interlocal Agreement (Confidentiality and Sharing of Information), EHN CIT personnel shall, to the extent permissible, cooperate, and when necessary, provide statements and/or testimony for criminal, civil and administrative investigations, internal EPPD boards, hearings, and testify in criminal, civil, and internal EPPD proceedings;
2. Assist EPPD officers in responding to mental health crisis calls and patrol requests concerning individuals who may have mental health issues within the community;
3. Twice annually, coordinate and/or conduct training for EPPD officers related to mental health. The training must at minimum address the following components:
 - a. Recognizing signs and symptoms of mental illness, substance abuse, and occurring mental illness;
 - b. Crisis intervention and de-escalation; and
 - c. Provide EPPD officers training on the current alternatives between EHN, EPPD, local hospitals, and local courts of jurisdiction through at least quarterly meetings with these and other local entities that work with individuals with mental illnesses;
4. Act as a central source of information on mental health incident reports (other than ILEADS reports);
5. Act as a community liaison between law enforcement and local mental health providers, advocates, and consumers;
6. Provide any leave, training, or any CIT schedule changes to EPPD with as much advanced notice as reasonably possible. Consistent with EPPD policy, EHN personnel

- are expected to provide at least one week's notice for vacation leave, and at least one hour's notice for sick leave;
7. When an EHN mental health clinician is absent from an assignment, regardless of the reason for the absence, EHN will use best efforts to assign another fully-certified with all training requirements and observation hours met, mental health clinician to fulfill the duties of the absent mental health clinician to ensure full staffing of CIT and sufficient amount of units in the field at all times. EHN agrees to not bill or to discount from monthly billing any EHN FTE position that is not filled by a full time employee for the monthly billing period. This may entail substitution of an EHN CIT clinician from another CIT program, or it may result in overtime for City CIT clinicians. EHN will cover background check costs for employees being substituted from other teams that have not had a City background check;
 8. EHN agrees to ensure that their first line supervisors, including Program Managers and CIT Lead Therapists, will be present during their work assignments at PD facilities, EHN clinical offices, or training locations as necessary and appropriate to their duties, to maintain all administrative oversight and clinical autonomy for EHN personnel;
 9. Upon written agreement by the Parties, fulfill any additional responsibilities related to implementation of the Program;
 10. Provide EPPD officers training on the current alternatives to incarceration or in-patient hospitalization available in the community for individuals with mental illness;
 11. Enhance communication and coordination between EHN, EPPD, local hospitals, and local courts of jurisdiction through at least quarterly meetings with these and other local entities that work with individuals with mental illnesses;
 12. Coordinate transportation for individuals with mental illness to appropriate facilities where the mental health consumer can receive necessary services, e.g. psychiatric hospitals, crisis respite facilities, etc.;
 13. Assist with obtaining Emergency Detention Orders for individuals requiring an in-patient level of care;
 14. Provide encounter data and analysis outcomes to influence and integrate into strategic planning for field operations, and for quarterly report completion for the variables outlined under section X-3;
 15. As subject matter experts, serve as the lead in the development of presentations, workshops, and or seminars as it relates to mental health, clinical crisis interventions and approaches, crisis-de-escalation, and crisis stabilization for external conferences and community outreach. EHN agrees to not use EPPD name, logo, or any representations during the above-referenced events without prior approval from EPPD leadership;
 16. Ensure that there is a clinical administrator assigned to every shift for clinical staffing and disposition approval;
 17. Submit to EPPD community welfare checks and follow ups for emergent mental health cases of individuals and public health and safety concerns determined by the local mental health authority, if screened and determined to be appropriate by EPPD CIT Supervisors.

F. COST SHARE & PAYMENT

1. **PERSONNEL.** Subject to the provisions set forth in this Article F, the City of El Paso

and EHN agree to assume all personnel costs for their CIT representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency policy.

- a. The City will fund from the City of El Paso General Fund Police Personnel.
- b. The City of El Paso will reimburse to EHN the cost of EHN CIT personnel assigned full-time to the CIT division as specified in Appendix A of this Agreement.
- c. Sustainable Funding. The Parties shall undertake reasonable efforts to identify and obtain sustainable funding, including private and public grants, for future services.

2. Payment for Personnel.

- a. The City of El Paso will reimburse to EHN the cost of funding EHN personnel, as specified in Appendix A of this Agreement, subject to the not-to-exceed amount of one million, seven hundred and seventeen thousand, six hundred and forty-one dollars and 87/100 dollars (\$1,717,641.87).
- b. With regard to reimbursement for EHN personnel, EHN will submit a written request to the City of El Paso no later than the fifteenth (15th) day of the month after services were rendered, requesting the Monthly Prorated Payment for Service to be provided during that month (the "EHN Payment Request"). Such invoice will be delivered to the City in a format that contains all items required by the City of El Paso, as set forth in Appendix B. The City will remit payment to EHN within thirty (30) days of receiving accurate monthly invoice.
- c. The City agrees to make funding for CIT a part of the City's annual budget process and agenda. The amounts for ongoing funding under this Section F(2)(c), shall be by Amendment to this Agreement executed by EHN, EPPD, and the City.
- d. City agrees to reimburse overtime worked by EHN qualified mental health clinicians in connection with CIT Unit duties. For each fiscal year of this agreement, City shall pay to EHN an amount not to exceed sixteen thousand three hundred and twelve dollars and 72/100 dollars (\$16,312.72) for reimbursable overtime worked by EHN qualified mental health clinicians in connection with CIT Unit duties.
- e. EHN agrees to match the staffing levels of EPPD for the CIT unit during holiday periods. The following holidays are recognized by the parties: New Year's Day, Martin Luther King Birthday, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day.
- f. City agrees that if a CIT unit does not deploy due to the absence from duty of an EPPD officer to staff the unit, there will be no effect on the Monthly Prorated

Payment for Service.

3. OFFICE SPACE, TRANSPORTATION, EQUIPMENT, AND SUPPLIES.

- a. EPPD will provide officers with standard Class B uniform, patrol level less lethal equipment, handheld radio communication equipment, and equipment required by EPPD and/or contractual obligations between the City of El Paso and the El Paso Police Municipal Police Officer's Association.
- b. EHN will provide clinicians with laptop computers with mobile Wi-Fi, office supplies, and cell phones.
- c. EPPD will provide the primary CIT Division office at EPPD Headquarters located at 911 N. Raynor, El Paso, TX. EHN will provide additional office space and equipment, compliant with all applicable Criminal Justice Information Services ("CJIS") requirements and/or all other required law enforcement security regulations, at the EHN facility located at 1601 East Yandell, El Paso, TX. All CIT unit members will have access to these facilities.

4. Payment for Transportation, Equipment, and Supplies.

- a. The Parties agree that the Texas Health and Human Services Commission ("HHSC") will own, and the Parties will assign to HHSC, all right, title, and interest in all vehicles purchased with state funds in the name of the City and/or EHN, for use and benefit of the CIT program, upon termination of the CIT program.

The City agrees to make funding for CIT a part of the City's annual budget process and agenda. EHN shall be responsible for providing funding for equipment and supplies for EHN, as outlined in this Agreement.

G. SUPERVISION

EPPD will be the lead agency on all law enforcement issues pertaining to CIT operations and structure. EHN will be the lead agency on all mental health oriented non-criminal issues involving assessment and disposition of CIT encounters. The EPPD CIT units will be supervised through the EPPD command structure. EHN will provide a licensed clinician to supervise the CIT EHN staff. EHN clinical administrators will maintain all administrative oversight and clinical autonomy for EHN personnel.

The Parties will establish a Supervisor Working Group. The purpose of this working group is to provide an established forum wherein issues related to the interaction of the Parties can be addressed on an informal basis. The Supervisor Working Group will allow for input from both parties for strategic planning shift scheduling, and to work toward leadership consensus on operational issues or patient encounters that do not conflict with either parties' policy or procedures. The Supervisor Working Group shall not be considered a governing body under this agreement, and shall not have authority to make a binding decision on behalf of the CIT Division.

The Chief of Police and the Chief Executive Officer of EHN, or their designees, may establish informal working groups to facilitate a productive and organized working environment to discuss issues of common interest. No informal working group shall have authority to make a binding decision on behalf of CIT.

H. CONFIDENTIALITY AND SHARING OF INFORMATION

All personnel assigned to the CIT teams shall be knowledgeable and responsible for abiding with the provisions of law pertaining to confidentiality of information related to an individual's mental history and other medical records, and shall comply with all state and federal laws, rules, and regulations in both areas of privacy and security of protected health information.

All personnel assigned to the CIT teams shall be knowledgeable and responsible for abiding with the provisions of law pertaining to confidentiality of information related to the handling of criminal and administrative investigations, law enforcement reports, and documents, and shall comply with all federal, state and local laws, rules, and regulations governed by, but not limited to, Criminal Justice Information Services (CJIS).

The criminal history of an individual will be accessed only by sworn police personnel, and is made available to EHN personnel only as necessary and appropriate, and within the limits allowed by federal, state, and local laws, rules, regulations, and departmental rules, regulations, and policy.

The mental health history of an individual will be accessed only by EHN clinicians, and is made available to law enforcement only as necessary and appropriate, and within the limits allowed under state and federal patient privacy laws, including but not limited to the Health Insurance Portability and Accountability Act ("HIPAA") and 42 CFR Part 2. The clinicians may disclose information or any other protected mental health information to other specialized units within EPPD in the following circumstances:

1. In response to a court order, warrant, court subpoena, summons, or process issued by a court;
2. If the clinician believes that the client presents a serious present or imminent danger of violence to self or another person.

In accordance with 42 CFR Part 2, EHN clinicians may disclose such information to medical personnel in response to an emergency involving the individual, if such disclosure is necessary based upon the clinician's exercise of his or her professional judgment.

The parties agree that HIPAA Privacy Rules contain an exception for law enforcement purposes, 45 CFR § 164.512(f), which permits a covered entity to disclose PHI to law enforcement officials without patient authorization under the following circumstances:

1. Court orders, court-ordered warrants, subpoenas, and administrative requests;
2. To identify or locate a suspect, fugitive, material witness or missing person;
3. To answer a law enforcement official's request for information about a victim or suspected victim of a crime;
4. To alert law enforcement of a person's death, if the organization suspects that criminal activity caused the death;

5. When an organization believes that PHI is evidence of a crime that occurred on its premises; and
6. In a medical emergency not occurring on its premises, when it's necessary to inform law enforcement about the commission and nature of a crime, the location of the crime or crime victims, and the perpetrator of the crime.

Further dissemination of information, unless otherwise provided for by law or separate agreement, any information shared at, or in connection with, CIT by any of the Parties may not be further disseminated without the express consent of the Party from which the information originated.

Information requests of the parties remains individually responsible for processing any external requests for information related to CIT that is directed to it - whether such requests are pursuant to federal or state open records or freedom of information laws, discovery in the context of legal proceedings, or otherwise. To the extent such requests encompass information that originated from the other Party, the participating Party processing the request shall consult with the Party from which the information originated prior to releasing the information. The Chief of Police and CEO of EHN shall be notified of all information requests related to CIT that are received by either party.

The Chief of Police and CEO of EHN shall designate a specific individual to serve as the primary media point of contact for CIT. Such designations may be made on a case by case basis to correspond to specific activities. Any statements or releases of information to the media, or responses to media inquiries, on behalf of CIT, shall be made exclusively by the designated point of contact. The Parties, however, may independently make a statement, or release of information to the media, or respond to media inquiries with respect to any activities of the respective agency that relate to CIT. The designated point of contact of the Parties, the Chief of Police, or the CEO of EHN, will be advised when such release is to be made by either Party.

I. RESPONSIBILITY OF DISPATCHING OF TEAMS

The CIT units will receive calls directly from 911 dispatch when the situation requires. If available, the CIT unit will respond to requests from field units when assistance is needed in crisis intervention and de-escalating a person suspected having a mental illness or intellectual disability. The CIT unit may receive requests directly from EHN CIT staff for community welfare checks and follows up for emergent mental health cases of individuals and public health and safety concerns determined by the local mental health authority.

J. JOINT TRAINING

Joint Training of CIT personnel shall be a collaborative effort among EPPD and EHN. EPPD and EHN management will determine together the curriculum, schedule, and personnel for all Joint Training.

K. SPECIAL THREAT SITUATIONS

CIT units may be dispatched or called out to a location where a special threat situation, as defined by EPPD Procedure Manual 3-403, is involved. The role of CIT units at a Special Threat

situation is to provide on-scene mental health history of the individual involved and to act as a resource to the incident commander.

L. PROGRAM AUDIT

This Agreement and its requirements are subject to audit by the Parties, and it is their responsibility to conduct an audit whenever they deem it necessary. Such audit shall be at the individual Parties' expense. Parties shall share information with each other for the purposes of compiling statistics on an annual basis to ascertain the effectiveness and reduced jail rates achieved by the program. EPPD agrees to maintain all records relating to the operation of CIT consistent with the Parties' policies on record retention. EHN client records shall be housed for a period of seven years after contact with the client is terminated.

M. AMENDMENTS

The terms of the Agreement may be amended upon written approval by all Parties, or their designated representative or successors. Unless stated otherwise in the Amendment, amendments become effective upon the date of approval.

N. NO PRIVATE RIGHT CREATED

This is a cooperative government Agreement among the Parties, and is not intended to confer any right or benefit to a private person or party.

O. INSURANCE

The following insurances or self-insurances will be obtained and maintained by each Party and its agents and subcontractors providing services hereunder:

1. Appropriate workers compensation coverage for all persons providing services under this Agreement;
2. Comprehensive general liability insurance covering each Party, its subcontractors, agents, and any person providing services hereunder in such minimum amounts as are acceptable to each Party;
3. Professional general liability insurance on a per occurrence basis, or its equivalent in amounts, as acceptable to all Parties;
4. Insurance coverage may be obtained from commercial insurance carriers deemed acceptable by the Parties; or, it may be deemed satisfied by the showing of other financial responsibility satisfactory to the parties, including: (1) evidence of statutory limitation on financial liability acceptable to the parties, their employees, and agents; or (2) evidence of establishment of actuarially sound self-insurance programs.

P. INDEMNIFICATION/NO WAIVER OF IMMUNITY

To the extent authorized by the Constitution and the laws of the State of Texas, EHN shall hold harmless and indemnify the City and/or EPPD, its officers, agents, and employees from and against any and all claims, liabilities, losses, judgments, expenses and/or damages, including reasonable

attorney's fees and court costs, resulting from or attributable to any negligent act or omission of EHN, its officers, employees, and/or agents, including any acts constituting negligence or gross negligence.

To the extent authorized by the Constitution and the laws of the State of Texas, the City and/or EPPD shall hold harmless and indemnify EHN, its officers, agents, and employees from and against any and all claims, liabilities, losses, judgments, expenses and/or damages, including reasonable attorney's fees and court costs, resulting from or attributable to any act or omission of the City and/or EPPD, its officers, employees, and/or agents, including any acts constituting negligence or gross negligence.

No Party waives or relinquishes any immunity or defense on behalf of itself, trustees, officers, employees (paid or volunteer), and agents as a result of the execution of this Agreement or as a result of the performance of the functions or obligations described herein.

Q. AUTHORIZATION OF AGREEMENT

Each Party represents to the other Parties that the execution of the Agreement has been duly authorized and that this Agreement constitutes a valid and enforceable obligation of each Party according to its terms.

R. NO WAIVER

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

S. QUALITY ASSURANCE

EHN shall develop and implement written policies and procedures to evaluate the performance of the terms and conditions of this Statement of Work and measure client and local stakeholder satisfaction.

City of El Paso will engage in monitoring activities to evaluate the quality of various aspects of service delivery. Some of these activities include: a) Site visits to evaluate and document various administrative and programmatic requirements, b) Review of data reports to evaluate programmatic outcomes, and c) Review of general administrative compliance documents. EHN will be required to participate in all monitoring and evaluation activities.

T. MISCELLANEOUS NOTICES

Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, or sent by email or fax with a receipt obtained showing transmission to Parties at the addresses below. The notice shall on the date of the delivery indicated on the receipt. Any Party may change its address by providing at least ten (10) days prior written notice to the other Parties hereto.

If to EPPD:

Chief of Police
El Paso Police Department 911 N. Raynor
El Paso, TX 79903
Email: PDCITSupers@elpasotexas.gov

If to EHN:

Kristen Daugherty Chief Executive Officer
El Paso MHMR d/b/a Emergence Health Network 201 E. Main Street, Suite 600
El Paso, TX 79901
Email: kdaugherty@ehnel Paso.org

U. INDEPENDENT CONTRACTOR

The relationship between the Parties shall be that of an independent contractor. It is agreed that neither the Parties nor any of their personnel shall be considered an employee, agent, partner, joint venture, ostensible or apparent agent, servant or borrowed servant of any other Party to this Agreement. Each Party remains liable for the acts and omissions of its officers, employees, agents and representatives and shall also be responsible for any compensation or benefits owed or accruing to its officers, employees, agents or representatives.

V. GOVERNING LAW AND VENUE

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie in El Paso County, Texas. The Parties acknowledge that, where applicable, the Parties are subject to the Texas Tort Claims Act, Texas Civil Practice and Remedies Code Chapter 101. The Parties further acknowledge that this Agreement and any documentation provided to EHN by City is subject to the Texas Public Information Act, Texas Government Code, Chapter 552.

W. FUNDING

Notwithstanding any other provision of the Agreement, the Parties understand and agree such understanding and agreement being of the essence of this Agreement, that no Party has obligated funds for this Agreement, and that expenditure by any Party furtherance of this Agreement shall be at the option of that Party and at the full discretion of the Party. Accordingly, no Party, its officers, employees, agents or representatives shall have any claim or cause of action against another Party hereto for failure to make available or expend any funds, and no Party shall bring any claim against another Party in regard to any services rendered under this Agreement.

Sustainable Funding. The Parties agree to undertake reasonable efforts to identify and obtain sustainable funding, including private and public grants, for future services.

Nothing in this agreement prohibits either Party from seeking alternative funding sources ("Grants") to help maintain and/or establish funding to enhance the function of CIT. The Parties agree to share information and/or data to help with the applications for Grants. Should either Party use the other Party for matching funds, the Parties agree to ensure that the funds are mutually used to the

best benefit of CIT as required, pursuant to the rules or conditions applicable to that award. The City agrees that funding for CIT will be made a part of the City's ongoing annual budget process/agenda and will be reviewed and approved by standard City and/or EPPD processes on an annual basis.

X. REPORTING SYSTEM, SCOPE OF WORK, AND PERFORMANCE MEASURES

1. **REPORTING.** The CIT team officer shall complete a Daily Activity Report (DAR) as per current EPPD policy at the end of each shift and will be responsible for completing any EPPD reports that are required. The CIT clinician shall complete all necessary EHN forms for each client's chart. Data compilation and reporting process will be coordinated between the Parties.
2. **SCOPE OF WORK.**
 - a. EHN shall provide personnel, as enumerated in this Interlocal, and shall keep the City fully aware of any change in personnel within EHN, as related to this Interlocal.
 - b. EHN shall ensure proper and appropriate licensure and training for all EHN personnel assigned to this Program.
 - d. EHN mental health clinicians will work with an El Paso Police Officer in the field, and maybe scheduled to work various times, days, and holidays throughout the life of this agreement.
 - e. EHN mental health clinicians shall provide mental health services, as necessary, to police incidents responded to by members of the EPPD.
 - f. EHN shall assist with training members of the El Paso Police Department in training related to Mental Health issues that an officer may encounter during the officers' tour of duty. Training must adhere to current training standards set forth by Texas Commission on Law Enforcement (TCOLE) and/or the El Paso Police Department's Training Academy.
 - g. EHN must provide during CIT operational hours, including holidays, field support from an EHN CIT clinical administrator for those events where a CIT unit is not available for Crisis Management Team (CMT) and/or Special Weapons and Tactic (SWAT) call outs. EHN CIT clinical administrators must be on scene within one (1) hour of notification of a CMT/SWAT call out.
 - h. EHN personnel must adhere to all rules, policies, procedures, and other Federal/State laws and regulations when becoming aware of and/or privy to criminal investigations.
 - i. EHN assigned CIT staff shall cooperate fully with any Internal Affairs Division investigations and any and all criminal and/or civil investigations/litigation. EHN personnel, including program director, program managers, program leads, and mental health clinicians, will be given five (5) days to comply with a request by EPPD Internal Affairs Divisions or Criminal Investigations Division for a written statement. Failure to comply with this section without good cause will result in the employee no longer being allowed to work with the CIT unit.
 - j. EHN shall invoice the City for services rendered, as prescribed by current City of El Paso procurement policies and procedures. EHN will submit a written request to the City of El Paso no later than the fifteenth (15th) day of the month after

services were rendered, requesting the Monthly Prorated Payment for Service to be provided during that month (the "EHN Payment Request"). Such itemized invoice will be delivered to the City in a format that contains all items required by the City of El Paso as shown in Appendix B.

3. **PERFORMANCE MEASURES.** Without waiving the enforceability of any of the terms of the Interlocal Agreement, EHN's effectiveness in providing the services described in Sections A through J above will be measured by compliance with the requirements below.
 - a. The following reports shall be submitted, as specified below. The reports shall be submitted quarterly, and will include data or information on:
 1. Total number of individuals served per month;
 2. Number of 911 behavioral health related calls resulting in CIT unit response;
 5. Number of individuals who are linked to behavioral health services by an EHN CIT caseworker, as a result of a CIT encounter.
 6. Source of referrals received from MCOT, Emergency Rooms/EMT, Law Enforcement, Other Community Resources, Self and/or Other(s).
 7. Number of CIT calls that result in inpatient services;
 8. Number of CIT calls that result in outpatient or other non-inpatient services;
 9. Number of CIT calls that result in incarceration.
 - b. In addition to quarterly reports, a yearly report will be generated for the above service deliverables.

Y. EFFECTIVE DATE

This Agreement shall become effective on the date the Agreement is executed by duly authorized representatives of EHN, the City of El Paso, and approved by the EPPD.

Z. ENTIRE AGREEMENT

This instrument contains the entire Agreement between the Parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this Agreement are of no force or effect, unless in writing and signed by the Parties.

(continues on next page)

APPROVED this _____ day of _____, 2023.

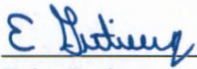
CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:



Peter Pacillas, Assistant Chief of Police
El Paso Police Department

**For El Paso MHMR d/b/a
Emergence Health Network**

Kristen Daugherty
Chief Executive Officer
Emergence Health Network

**Emergence Health Network
Crisis Intervention Team - FY 2023
Appendix A**

Position	FTE	Total Salary	Hourly Rate	Hours/Year
Director of Crisis Intervention Team	1	\$ 84,660.00	\$ 40.70	2,080
Program Manager of CIT	1	\$ 77,000.00	\$ 37.02	2,080
Program Manager of CIT	1	\$ 77,000.00	\$ 37.02	2,080
CIT Lead Therapist	1	\$ 72,000.00	\$ 34.62	2,080
CIT Lead Therapist	1	\$ 72,000.00	\$ 34.62	2,080
CIT Specialist	1	\$ 43,717.15	\$ 21.02	2,080
CIT Specialist	1	\$ 43,717.15	\$ 21.02	2,080
CIT Specialist	1	\$ 49,894.32	\$ 23.99	2,080
CIT Specialist	1	\$ 43,717.15	\$ 21.02	2,080
CIT Specialist	1	\$ 45,859.15	\$ 22.05	2,080
CIT Specialist	1	\$ 43,717.15	\$ 21.02	2,080
CIT Specialist	1	\$ 56,657.82	\$ 27.24	2,080
CIT Specialist	1	\$ 49,894.32	\$ 23.99	2,080
CIT Specialist	1	\$ 43,717.15	\$ 21.02	2,080
CIT Specialist	1	\$ 43,717.15	\$ 21.02	2,080
CIT Specialist	1	\$ 43,717.15	\$ 21.02	2,080
CIT Specialist	1	\$ 49,894.32	\$ 23.99	2,080
CIT Specialist	1	\$ 43,717.15	\$ 21.02	2,080
CIT Specialist	1	\$ 45,439.94	\$ 21.85	2,080
CIT Specialist	1	\$ 45,439.94	\$ 21.85	2,080
CIT Specialist	1	\$ 45,439.94	\$ 21.85	2,080
CIT Specialist	1	\$ 45,439.94	\$ 21.85	2,080
Holiday Pay		\$ 15,200.00	\$ 44.33	343
Shift Differential		\$ 37,000.00		
Overtime		\$ 16,312.72	\$ 33.25	491
	22	\$ 1,234,869.60		

FICA Taxes	7.65%
Unemployment Taxes	0.87%
EAP	0.06%
Retirement Costs	5.18%
Group Medical	10.88%
Group Dental	0.38%
Group Life	0.22%
Disability	0.46%
Workman's Compensation	0.75%
Total Fringe %	26.45%
	\$ 326,623.01

Total Salary and Fringe **\$ 1,561,492.61**

10% Indirect Cost **\$ 156,149.26**

Total Contract Cost **\$ 1,717,641.87**

Monthly Rate **\$ 143,136.82**

WS # 8

CITY CLERK DEPT
2018 DEC 5 AM 11:01

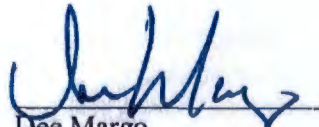
RESOLUTION

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



That the Mayor be authorized to sign and Interlocal Agreement between the City of El Paso and El Paso MHMR d/b/a Emergence Health Network, a Local Mental Health Authority and Community Center established under the Texas Health and Safety Code, for the purpose of implementing a Crisis Intervention Team ("CIT") in the City of El Paso.

ADOPTED this 10th day of December, 2018


THE CITY OF EL PASO


Dee Margo
Mayor

ATTEST:



Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Oscar G. Gabaldón, Jr.
Assistant City Attorney

18-1026-9929

INTERLOCAL AGREEMENT BY AND AMONG THE CITY OF EL PASO AND EL PASO MHMR D/B/A EMERGENCE HEALTH NETWORK FOR OPERATION OF THE CRISIS INTERVENTION TEAM

This Agreement ("Agreement") is made and entered into by and between the City of El Paso ("City"), a home-rule municipality created pursuant to the laws of Texas, acting through its City Council, and El Paso MHMR d/b/a Emergence Health Network ("EHN"), a Local Mental Health Authority and Community Center established under the Texas Health and Safety Code (all of which are referred to collectively as the ("Parties")) for the purpose of implementing a Crisis Intervention Team ("CIT") in the City of El Paso. This Agreement is authorized pursuant to Texas Government Code Chapter 791.001, et seq., the Interlocal Cooperation Act.

RECITALS:

WHEREAS, Texas Government Code, Chapter 791, as amended, authorizes contracts between local governmental agencies to perform governmental functions, inclusive of §791.025, Texas Government Code, which permits agreements (interlocal agreement) between local governments for the purchase of goods and services, and satisfies the requirement of local governments to seek competitive bids for the purchase of goods and services;

WHEREAS, EHN and the City of El Paso ("City") desire to explore options for providing safer and more effective responses to dynamic law-enforcement incidents involving persons in suspected mental health crisis, situations involving persons with a diagnosed or suspected mental illness and/or intellectual disability; and

WHEREAS, the Parties agree that the CIT model is an effective method in responding to law enforcement situations involving persons in suspected mental health crisis, with a diagnosed or suspected mental illness and/or intellectual disability; and

WHEREAS, the Parties desire to enter into this Agreement to implement the CIT model and increase the number of persons diverted from incarceration when allowed by statutes.

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

A. TERM AND TERMINATION

~~This Agreement becomes effective upon approval and execution by all Parties to this Agreement ("Effective Date"), and continues until termination upon the request of any Party hereto. Upon Execution of this Agreement, any prior agreement or memorandum of understanding between City and EHN related to the implementation of the CIT Program shall be subsumed into this Agreement and no longer be of any force or effect.~~

Payment under this agreement beyond the end of the current fiscal year is subject to availability of appropriated funds. ~~Funding will be reviewed and approved by standard City and/or EPPD processes on an annual basis.~~ If funds are not appropriated, this agreement shall be

terminated immediately with no liability to either party. This agreement begins when fully executed by both parties and terminates on , November 30, 2022 unless extended by written agreement, or when otherwise terminated as provided in this Agreement. Renewal of this agreement beyond the stated termination date is subject to the availability of appropriated funds.

This Agreement may be terminated early, with or without cause or for convenience, by either party giving written notice of its intention to so terminate to the other party thirty (30) days before the effective date of termination.

This Agreement is contingent upon the availability and receipt of local, state, or federal funds that the City has allocated to this Agreement. If such funds become unavailable during any budget period, this Agreement may be immediately terminated or reduced at the discretion of City. The City will be responsible for payment of all monies due up through, and including, the date of such termination or reduction.

B. PURPOSE OF AGREEMENT

This Agreement establishes the procedures and responsibilities of the Parties in deploying CIT to assist persons in mental health crisis, a diagnosed or suspected mental illness and/or intellectual disability, and/or substance use in the City of El Paso, providing the necessary transportation, equipment, and supplies for joint operation of the teams and sharing of information.

C. NAME OF JOINT OPERATION

The name of the joint operation is the Crisis Intervention Team which is a program set up to provide services to persons in suspected mental health crisis, a diagnosis or suspected mental illness and/or intellectual disability.

D. ASSIGNMENT OF PERSONNEL BY EPPD

The Chief of Police will select and assign no less than four (4) police supervisors and fourteen (14) officers to the CIT division. The CIT division shall be comprised of seven (7) units. The EPPD officers will be partnered with EHN mental health professionals, and shall be deployed to examine, investigate, and handle persons believed to be in a mental health crisis, or otherwise, because of a diagnosed or suspected mental illness and/or intellectual disability.

EPPD Personnel shall:

1. Assist with and/ or respond to any patrol request involving a call concerning individuals who may have mental health issues;
2. Assist EHN case workers with individuals with mental illness and to respond to mental health crisis calls from the community;
3. At least annually, coordinate and/or conduct/participate in training for EPPD and EHN personnel related to mental health. The training must address at minimum the following components:

- a. Recognize signs and symptoms of mental illness, substance abuse, and occurring mental illness;
- b. Crisis intervention and de-escalation
- 4. Act as a central source of information on mental health through the EPPD's Record Management System (RMS);
- 5. Act as a community liaison between other law enforcement agencies and EHN;
- 6. Transport consumers meeting Emergency Detention Orders (EDO) requirements to a facility deemed appropriate by EHN (Local Mental Health Authority);
- 7. Certify EPPD officers, as required by Texas Commission on Law Enforcement (TCOLE) for Mental Health Officer certification.

E. ASSIGNMENT OF PERSONNEL BY EHN

EHN shall assign no less than one (1) Director, two (2) LPHA supervisors, and fourteen (14) mental health professionals to be partnered with an EPPD officer within the CIT division. CIT units shall provide services in the City of El Paso. EHN clinicians shall provide a variety of clinical services for individuals with a diagnosed or suspected mental illness and/or intellectual disability, and assist these individuals, their personal support system, law enforcement, community members and other social service agencies in understanding and finding solutions to problems that lead to and result from mental illness and severe emotional disorders. EHN personnel shall pass a comprehensive background investigation, as deemed appropriate, and provided by EPPD.

EHN personnel shall:

- 1. Subject to Article H of this Interlocal Agreement, EHN personnel shall, to the extent permissible, cooperate, and when necessary, provide statements and/or testimony for criminal, civil and administrative investigations, internal EPPD boards, hearings, and testify in criminal, civil, and internal EPPD proceedings.
- 2. Assist EPPD officers in responding to mental health crisis calls and patrol requests concerning individuals who may have mental health issues within the community;
- 3. At least annually, coordinate and/or conduct training for EPPD officers related to mental health. The training must at minimum address the following components:
 - a. Recognizing signs and symptoms of mental illness, substance abuse, and occurring mental illness;
 - b. Crisis intervention and de-escalation; and
 - c. Provide EPPD officers training on the current alternatives between EHN, EPPD, local hospitals, and local courts of jurisdiction through at least quarterly meetings with these and other local entities that work with individuals with mental illnesses.
- 4. Act as a central source of information on mental health incident reports (other than ILEADS reports).
- 5. Act as a community liaison between law enforcement and local mental health providers, advocates, and consumers.
- 6. Upon written agreement by the Parties, fulfill any additional responsibilities related to implementation of the Program.

7. Provide EPPD officers training on the current alternatives to incarceration or in-patient hospitalization available in the community for individuals with mental illness.
8. Enhance communication and coordination between EHN, EPPD, local hospitals, and local courts of jurisdiction through at least quarterly meetings with these and other local entities that work with individuals with mental illnesses.
9. Coordinate transportation for individuals with mental illness to appropriate facilities where the mental health consumer can receive necessary services, e.g. psychiatric hospitals, crisis respite facilities, etc.
10. Assist with obtaining Emergency Detention Orders for individuals requiring an in-patient level of care.

F. COST SHARE & PAYMENT

1. **PERSONNEL.** Subject to the provisions set forth in this Article F, the City of El Paso and EHN agree to assume all personnel costs for their CIT representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency policy.
 - a. The City will fund from the City of El Paso General Fund Police Personnel.
 - b. Subject to funding availability and city management authorization, the City of El Paso will reimburse to EHN the cost of EHN CIT personnel assigned full-time to the CIT division as specified in Appendix A of this Agreement so long as those costs/expenses are incurred as a result of CIT related duties.
 - c. Sustainable Funding. The Parties shall undertake reasonable efforts to identify and obtain sustainable funding, including private and public grants, for future services
2. **Payment for Personnel.**
 - a. For the first six (6) months from the effective date of this Agreement, EHN will provide funding for EHN personnel.
 - b. After the first six (6) months from the effective date of this Agreement continuing through fiscal year 2019, the City of El Paso will reimburse to EHN the cost of funding EHN personnel, as specified in Appendix A and Article E of this Agreement.
 - c. The amount for EHN personnel for fiscal year 2019 shall not exceed One Million One Hundred Seventy-Six Thousand Eight Hundred Thirty-Four Dollars and 00/100 Dollars (\$1,176,834.00) as set forth in Appendix B. With regard to reimbursement for EHN personnel, EHN will submit a written request to the City of El Paso no later than the fifteenth (15th) day of the month after services were rendered, requesting the Monthly Prorated Payment for Service to be provided during that month (the "EHN Payment Request"). Such itemized

invoice will be delivered to the City in a format that contains all items required by the City of El Paso.

- d. After the first year of this Agreement, and continuing for the initial term of this agreement, and subject to funding availability and city management authorization, the City of El Paso will continue to reimburse to EHN the cost of funding EHN personnel as specified in Appendix B and Article E of this Agreement. The City agrees to make funding for CIT a part of the City's annual budget process and agenda. The amounts for ongoing funding under this Section F(2)(c), shall be by Amendment to this Agreement executed by EHN, EPPD, and the City.

3. OFFICE SPACE, TRANSPORTATION, EQUIPMENT, AND SUPPLIES.

- a. EPPD will provide officers with standard Class B uniform, patrol level less lethal equipment, handheld radio communication equipment, and equipment required by EPPD and/or contractual obligations between the City of El Paso and the El Paso Police Municipal Police Officer's Association.
- b. EHN will provide clinicians with laptop computers with mobile Wi-Fi, office supplies, and cell phones.
- c. EPPD will provide the primary CIT Division office at EPPD Headquarters located at 911 N. Raynor, El Paso, TX. EHN will provide additional office space and equipment, compliant with all applicable Criminal Justice Information Services ("CJIS") requirements and/or all other required law enforcement security regulations, at the EHN facility located at 1601 East Yandell, El Paso, TX. All CIT unit members will have access to these facilities.

4. Payment for Transportation, Equipment, and Supplies.

- a. For the first year from the effective date of this Agreement, EHN agrees to reimburse the City amounts for equipment, transportation, and supplies in an amount not to exceed Seven Hundred Thirty-Two Thousand Five Hundred Eighty-Seven Dollars and 00/100 Dollars (\$732,587.00), as specified in Appendix C. EHN will reimburse the City for any transportation, equipment and supplies for CIT. The City shall submit an invoice to EHN no later than the 15th day of the month, with payment made thirty (30) days following receipt of invoice by EHN. EHN may also accept invoices submitted via email to the EHN Accounts Payable Department for processing. The email address for the EHN Accounts Payable Department shall be provided upon request by EPPD.
- b. After the first year from the effective date of this Agreement continuing for the initial term of this Agreement, the City of El Paso shall be responsible for providing funding for equipment, transportation, and supplies for EPPD, as outlined in Appendix C of this Agreement and subject to funding availability and

city management authorization. The City agrees to make funding for CIT a part of the City's annual budget process and agenda. EHN shall be responsible for providing funding for equipment and supplies for EHN, as outlined in this Agreement.

5. **Office Space.** EPPD will provide primary CIT Division administrative office at EPPD Headquarters located at 911 N. Raynor, El Paso, Texas. EHN will provide additional office space and equipment, compliant with all applicable Criminal Justice Information Services ("CJIS") requirements and/or all other required law enforcement security regulations, at the EHN facility located at 1601 East Yandell, El Paso, Texas. All CIT members will have access to these facilities.

F. SUPERVISION

EPPD will be the lead agency on all law enforcement issues pertaining to CIT operations and structure. The EPPD CIT units will be supervised through the EPPD command structure. EHN will provide a licensed clinician to supervise the CIT EHN staff.

The Parties will establish a Supervisor Working Group. The purpose of this working group is to provide an established forum wherein issues related to the interaction of the Parties can be addressed on an informal basis. The Supervisor Working Group shall not be considered a governing body under this agreement, and shall not have authority to make a binding decision on behalf of the CIT Division.

The Chief of Police and the Chief Executive Officer of EHN, or their designee, may establish informal working groups to facilitate a productive and organized working environment to discuss issues of common interest. No informal working group shall have authority to make a binding decision on behalf of CIT.

H. CONFIDENTIALITY AND SHARING OF INFORMATION

All personnel assigned to the CIT teams shall be knowledgeable and responsible for abiding with the provisions of law pertaining to confidentiality of information related to an individual's mental history and other medical records, and shall comply with all state and federal laws, rules, and regulations in both areas of privacy and security of protected health information.

All personnel assigned to the CIT teams shall be knowledgeable and responsible for abiding with the provisions of law pertaining to confidentiality of information related to the handling of criminal and administrative investigations, law enforcement reports, and documents, and shall comply with all federal, state and local laws, rules, and regulations governed by, but not limited to, Criminal Justice Information Services (CJIS).

The criminal history of an individual will be accessed only by sworn police personnel, and is made available to EHN personnel only as necessary and appropriate, and within the limits allowed by federal, state, and local laws, rules, regulations, and departmental rules, regulations, and policy.

The mental health history of an individual will be accessed only by EHN clinicians, and is made available to law enforcement only as necessary and appropriate, and within the limits allowed under state and federal patient privacy laws. The clinicians may disclose information or any other protected mental health information to other specialized units within EPPD in the following circumstances:

1. In response to a court order, warrant, court subpoena, summons, or process issued by a court;
2. If the clinician believes that the client presents a serious present or imminent danger of violence to self or another person.

In accordance with 42 CFR Part 2, EHN clinicians may disclose such information to medical personnel in response to an emergency involving the individual, if such disclosure is necessary based upon the clinician's exercise of his or her professional judgment.

Further dissemination of information, unless otherwise provided for by law or separate agreement, any information shared at, or in connection with, CIT by any of the Parties may not be further disseminated without the express consent of the Party from which the information originated.

Information requests of the parties remains individually responsible for processing any external requests for information related to CIT that is directed to it – whether such requests are pursuant to federal or state open records or freedom of information laws, discovery in the context of legal proceedings, or otherwise. To the extent such requests encompass information that originated from the other Party, the participating Party processing the request shall consult with the Party from which the information originated prior to releasing the information. The Chief of Police and CEO of EHN shall be notified of all information requests related to CIT that are received by either party.

The Chief of Police and CEO of EHN shall designate a specific individual to serve as the primary media point of contact for CIT. Such designations may be made on a case by case basis to correspond to specific activities. Any statements or releases of information to the media, or responses to media inquiries, on behalf of CIT, shall be made exclusively by the designated point of contact. The Parties, however, may independently make a statement, or release of information to the media, or respond to media inquiries with respect to any activities of the respective agency that relate to CIT. The designated point of contact of the Parties, the Chief of Police, or the CEO of EHN, will be advised when such release is to be made by either Party.

I. RESPONSIBILITY OF DISPATCHING OF TEAMS

The CIT units will receive calls directly from EPPD dispatch when the situation requires. If available, the CIT unit will respond to requests from field units when assistance is needed in handling a person suspected having a mental illness or intellectual disability. Additionally, and as necessary, the CIT unit will receive requests from EHN staff. Such request from EHN will be communicated to an EPPD CIT supervisor and EPPD dispatch by the CIT officer, according to current policy and procedure.

With the priority of the CIT units to respond to individuals in mental health crisis, there may be situations, as time allows, where CIT units may also receive referral or follow-up requests from EPPD or EHN for CIT units to proactively engage homeless mentally ill person and attempt to direct them to proper services.

J. TRAINING

Training of CIT personnel shall be a collaborative effort among EPPD and EHN. EPPD and EHN management will determine together the curriculum, schedule, and personnel to be trained.

K. SPECIAL THREAT SITUATIONS

CIT units may be dispatched or called out to a location where a special threat situation, as defined by EPPD Procedure Manual 3-403, is involved. The role of CIT units at a Special Threat situation is to provide on-scene mental health history of the individual involved and to act as a resource to the incident commander.

L. PROGRAM AUDIT

This Agreement and its requirements are subject to audit by the Parties, and it is their responsibility to conduct an audit whenever they deem it necessary. Such audit shall be at the individual Parties' expense. Parties shall share information with each other for the purposes of compiling statistics on an annual basis to ascertain the effectiveness and reduced jail rates achieved by the program. EPPD agrees to maintain all records relating to the operation of CIT consistent with the Parties' policies on record retention. EHN client records shall be housed for a period of seven years after contact with the client is terminated.

M. REVISIONS AND CANCELLATIONS

The terms of the Agreement may be amended upon written approval by all Parties, or their designated representative or successors. Amendments become effective upon the date of approval. A Party may cancel this Agreement upon 60 days written notice to the other Parties.

N. NO PRIVATE RIGHT CREATED

This is a cooperative government Agreement among the Parties, and is not intended to confer any right or benefit to a private person or party.

O. INSURANCE

The following insurances or self-insurances will be obtained and maintained by each Party and its agents and subcontractors providing services hereunder:

1. Appropriate workers compensation coverage for all persons providing services under this Agreement;

2. Comprehensive general liability insurance covering each Party, its subcontractors, agents, and any person providing services hereunder in such minimum amounts as are acceptable to each Party;
3. Professional general liability insurance on a per occurrence basis, or its equivalent in amounts, as acceptable to all Parties;
4. Insurance coverage may be obtained from commercial insurance carriers deemed acceptable by the Parties; or, it may be deemed satisfied by the showing of other financial responsibility satisfactory to the parties, including: (1) evidence of statutory limitation on financial liability acceptable to the parties, their employees, and agents; or (2) evidence of establishment of actuarially sound self-insurance programs.

P. INDEMNIFICATION/NO WAIVER OF IMMUNITY

To the extent authorized by the Constitution and the laws of the State of Texas, EHN shall hold harmless and indemnify the City and/or EPPD, its officers, agents, and employees from and against any and all claims, liabilities, losses, judgments, expenses and/or damages, including reasonable attorney's fees and court costs, resulting from or attributable to any act or omission of EHN, its officers, employees, and/or agents, including any acts constituting negligence or gross negligence.

To the extent authorized by the Constitution and the laws of the State of Texas, the City and/or EPPD shall hold harmless and indemnify EHN, its officers, agents, and employees from and against any and all claims, liabilities, losses, judgments, expenses and/or damages, including reasonable attorney's fees and court costs, resulting from or attributable to any act or omission of the City and/or EPPD, its officers, employees, and/or agents, including any acts constituting negligence or gross negligence.

No Party waives or relinquishes any immunity or defense on behalf of itself, trustees, officers, employees (paid or volunteer), and agents as a result of the execution of this Agreement or as a result of the performance of the functions or obligations described herein.

Q. AUTHORIZATION OF AGREEMENT

Each Party represents to the other Parties that the execution of the Agreement has been duly authorized and that this Agreement constitutes a valid and enforceable obligation of each Party according to its terms.

R. NO WAIVER

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

S. QUALITY ASSURANCE

EHN shall develop and implement written policies and procedures to evaluate the performance of the terms and conditions of this Statement of Work and measure client and local stakeholder satisfaction;

City of El Paso will engage in monitoring activities to evaluate the quality of various aspects of service delivery. Some of these activities include: a) Site visits to evaluate and document various administrative and programmatic requirements, b) Review of data reports to evaluate programmatic outcomes, and c) Review of general administrative compliance documents. EHN will be required to participate in all monitoring and evaluation activities.

T. MISCELLANEOUS NOTICES

Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, or sent by email or fax with a receipt obtained showing transmission to Parties at the addresses below. The notice shall on the date of the delivery indicated on the receipt. Any Party may change its address by providing at least ten (10) days prior written notice to the other Parties hereto.

If to EPPD:

Gregory K. Allen
Chief of Police
El Paso Police Department
911 N. Raynor
El Paso, TX 79903
FAX: 915-212-0281
Email:

If to EHN:

Kristen Daugherty
Chief Executive Officer
El Paso MHMR d/b/a Emergence Health Network
200 E. Main Street, Suite 600
El Paso, TX 79903
FAX:
Email:

U. INDEPENDENT CONTRACTOR

The relationship between the Parties shall be that of an independent contractor. It is agreed that neither the Parties nor any of their personnel shall be considered an employee, agent, partner, joint venture, ostensible or apparent agent, servant or borrowed servant of any other Party to this Agreement. Each Party remains liable for the acts and omissions of its officers, employees, agents and representatives and shall also be responsible for any compensation or benefits owed or accruing to its officers, employees, agents or representatives.

V. GOVERNING LAW AND VENUE

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie in El Paso County, Texas. The Parties acknowledge that, where applicable, the Parties are subject to the Texas Tort Claims Act, Texas Civil Practice and

Remedies Code Chapter 101. The Parties further acknowledges that this Agreement and any documentation provided to EHN by County is subject to the Texas Public Information Act, Texas Government Code, Chapter 552.

W. FUNDING

Notwithstanding any other provision of the Agreement, the Parties understand and agree such understanding and agreement being of the essence of this Agreement, that no Party has obligated funds for this Agreement, and that expenditure by any Party furtherance of this Agreement shall be at the option of that Party and at the full discretion of the Party. Accordingly, no Party, its officers, employees, agents or representatives shall have any claim or cause of action against another Party hereto for failure to make available or expend any funds, and no Party shall bring any claim against another Party in regard to any services rendered under this Agreement.

Sustainable Funding. The Parties agree to undertake reasonable efforts to identify and obtain sustainable funding, including private and public grants, for future services.

Nothing in this agreement prohibits either Party from seeking alternative funding sources ("Grants") to help maintain and/or establish funding to enhance the function of CIT. The Parties agree to share information and/or data to help with the applications for Grants. Should either Party use the other Party for matching funds, the Parties agree to ensure that the funds are mutually used to the best benefit of CIT as required, pursuant to the rules or conditions applicable to that award. The City agrees that funding for CIT will be made a part of the City's ongoing annual budget process/agenda and will be reviewed and approved by standard City and/or EPPD processes on an annual basis.

X. REPORTING SYSTEM, SCOPE OF WORK, AND PERFORMANCE MEASURES

1. **REPORTING.** The CIT team officer shall complete a Daily Activity Report (DAR) as per current EPPD policy at the end of each shift and will be responsible for completing any EPPD reports that are required. The CIT clinician shall complete all necessary EHN forms for each client's chart. Data compilation and reporting process will be coordinated between the Parties.

2. SCOPE OF WORK.

a. EHN shall provide a full time a minimum of 14 Mental Health Case Worker II (MHCW II) and 1 Licensed Practitioner of Healing Arts (LPHA). Within seven (7) working days of the execution of this Interlocal Agreement between the City and EHN, liaisons from both parties shall establish formal procedures for purchases of equipment and/or reimbursement processes.

b. EHN shall provide personnel, as enumerated in this Interlocal, and shall keep the City fully aware of any change in personnel within EHN, as related to this Interlocal.

c. MHCW II and LPHA shall be licensed, as per all regulations, to provide services in The State of Texas. EHN shall provide the EPPD lieutenant overseeing CIT with copies of all licensing certifications.

- d. MHCW II will work with an El Paso Police Officer in the field, and may be scheduled to work various times, days, and holidays throughout the life of this agreement.
- e. The MHCW II and the LPHA shall provide mental health services, as necessary, to police incidents responded to by members of the EPPD.
- f. EHN shall assist with training members of the El Paso Police Department in training related to Mental Health issues that an officer may encounter during the officers' tour of duty. Training must adhere to current training standards set forth by Texas Commission on Law Enforcement (TCOLE) and/or the El Paso Police Department's Training Academy.
- g. EHN must provide 24 hours / 7 days a week, including holidays, access to a MCHW II or LPHA for those events where a CIT unit is not available for Crisis Management Team (CMT) and/or Special Weapons and Tactic (SWAT) call outs. The MCHW II or the LPHA must be on scene within one (1) hour of notification of a CMT/SWAT call out.
- h. EHN personnel must adhere to all rules, policies, procedures, and other Federal/State laws and regulations when becoming aware of and/or privy to criminal investigations.
- i. EHN personnel, MHCW II, and LPHA shall cooperate fully with any Internal Affairs Division investigations and any and all criminal and/or civil investigations/litigation.
- j. ~~EHN shall invoice the City for services render~~, as prescribed by current City of El Paso procurement policies and procedures. EHN will submit a written request to the City of El Paso no later than the fifteenth (15th) day of the month ~~after services were rendered~~, requesting the Monthly Prorated Payment for Service to be provided during that month (the "EHN Payment Request"). Such itemized invoice will be delivered to the City in a format that contains all items required by the City of El Paso. Likewise the City of El Paso will submit a written request to EHN no later than the fifteenth (15th) day of the month after services were rendered, requesting the Monthly Prorated Payment for Service to be provided during that month (the "City of El Paso Payment Request"). Such itemized invoice will be delivered to EHN in a format that contains all the items required by EHN.

3. PERFORMANCE MEASURES. Without waiving the enforceability of any of the terms of the Interlocal Agreement, EHN's effectiveness in providing the services described in Sections A through J above will be measured by compliance with the requirements of the Performance Contract attached as Exhibit D .

- a. The following reports shall be submitted, as specified below. The reports shall be submitted quarterly, and will include data or information on:
 - 1. Total number of individuals served per month;
 - 2. Number of CIT encounters that result in avoidance of incarceration and emergency services;
 - 3. Number of behavioral health related calls resulting in CIT unit response;
 - 4. Number of 911 behavioral health related calls resulting in CIT unit response;
 - 5. Number of individuals who are linked to behavioral health services by an EHN CIT caseworker, as a result of a CIT encounter.
 - 6. Source of referrals received from MCOT, Emergency Rooms/EMT, Law Enforcement, Other Community Resources, Self and/or Other(s).
 - 7. Number of CIT calls that result in inpatient services;

8. Number of CIT calls that result in outpatient or other non-inpatient services;
9. Number of CIT calls that result in incarceration.

b. In addition to quarterly reports, a yearly report will be generated for the above service deliverables.

Y. EFFECTIVE DATE

This Agreement shall become effective on the date the Agreement is executed by duly authorized representatives of EHN, the City of El Paso, and approved by the EPPD.

Z. ENTIRE AGREEMENT

This instrument contains the entire Agreement between the Parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this Agreement are of no force or effect, unless in writing and signed by the Parties.

[continues on next page]

IN WITNESS WHEREOF, this instrument has been executed by duly authorized representatives of EHN and the City of El Paso.

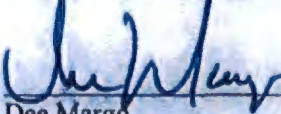
For the El Paso Police Department:



Gregory K. Allen
Chief of Police
El Paso Police Department

Date: 12/5/17

For the City of El Paso:



Dee Margo
Mayor
City of El Paso

Date: 12/10/2018

For El Paso MHMR d/b/a
Emergence Health Network:



Kristen Daugherty
Chief Executive Officer
Emergence Health Network

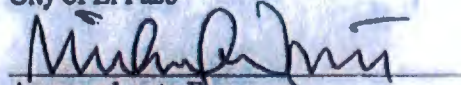
Date: 12-4-2018

Approved as to Form:



Approved as to Form:
Oscar G. Gabaldón, Jr
Assistant City Attorney
City of El Paso

Date: 12-04-18



Approved as to Form:
Michael R. Wyatt
Assistant County Attorney
Emergence Health Network

Date: 12-4-2018

APPENDIX A
 Emergence Health Network
 EHN CIT Staffing Table
 6 month estimate for FY 2019
 Paid by EHN through SB292

CIT Estimated Costs
 Post Compensation Study, 6 months estimate

Position	FTE's	Gross Salary	Fringe 26.29%	FY 2019 6 month Total
Director/Manager (LPHA)	1	\$ 72,270	18,998	\$ 45,634
Program Supervisor (LPHA)	2	\$ 62,429	16,411	\$ 78,840
LPHA	2	\$ 53,929	14,176	\$ 68,105
Sr. Caseworker	8	\$ 40,819	10,730	\$ 206,196
LPC-i	4	\$ 44,367	11,663	\$ 112,060
Shift Differential for 24/7 units				24,090
Total				\$ 534,925
Administrative Fee 10%				53,492
Grand Total				\$ 588,417

Appendix B
Emergence Health Network
EHN CIT Staffing Table
FY 2020
Paid By City of El Paso*

CIT Estimated Costs
 Post Compensation Study, Full year estimate

Position	FTE's	Gross Salary	Fringe 26.28%	FY 2019	FY 2020
Director/Manager (LPHA)	1	\$ 72,270	18,998	\$ 91,268	91,268
Program Supervisor	2	\$ 62,429	16,411	\$ 157,679	157,679
LPHA	2	\$ 53,929	14,176	\$ 136,211	136,211
Sr. Caseworker	8	\$ 40,819	10,730	\$ 412,393	412,393
LPC-I **	4	\$ 44,367	11,663	\$ 224,119	248,270
Shift Differential for 24/7 units				48,180	48,180
Total				\$ 1,069,849	\$ 1,094,001
Administrative Fee 10%				106,985	109,400
Grand Total				\$ 1,176,834	\$ 1,203,401

* After the first six (6) months from the effective date of the Agreement continuing through fiscal year 2019, City of El Paso will reimburse EHN the cost of EHN Personnel. Thereafter, reimbursement of EHN personnel is subject to Article F(2)(c) of this Agreement.

** FY 2020 includes increase for 2 LPC-I's for licensure

APPENDIX C
Emergence Health Network
EPPD Equipment and Supplies
FY 2019
Paid By ENH through SB292

CIT Estimated Costs
Capital

Equipment (Items valued over \$1,000)	Quantity	Base Amount	FY 2019
Tablets	4	\$ 1,200	\$ 4,800
SUV with Fitting	8	\$ 65,000	520,000
TV	1	\$ 1,398	1,398
Office cubicles			52,000
Desktops	21	\$ 1,100	23,105
Total Equipment Costs			\$ 601,303

Supplies (Items valued under \$1,000)			
Office Supplies			\$ 3,800
Tablets Verizon Service	4	\$ 45	1,080
Tablet Cases	4	\$ 100	400
Outreach/Marketing Supplies			5,000
Vehicle Console Radio/ MDT Service/Year	5	\$ 600	3,000
Small Conference table	1	\$ 950	950
Dell 22" Monitors	25	\$ 143	3,575
Copy and Fax			1,200
Conference phone	1	\$ 240	240
Guest Chair	10	\$ 90	900
Shredder	1	\$ 500	500
Laminate/Label Maker	2	\$ 180	360
Rekey storage cabinets	5	\$ 100	500
Telephone Cisco IP	12	\$ 150	1,800
Fuel			30,000
Vehicle repair and maintenance			10,000
Computer Chairs	15	\$ 449	6,735
Computer Chairs Super	5	\$ 550	2,750
Table for equip room	2	\$ 621	1,242
Bean bag launcher	10	\$ 410	4,100
launcher munitions	500	\$ 5	2,500
Fire Extinguishers in Unit/Mount/refill	16	\$ 119	1,904
Officer PPE (Gloves/Masks)			360
Jumper Gear			11,169
Digital Camera and Case	10	\$ 200	2,000
Rifle Case	2	\$ 310	620
Ear piece units	18	\$ 87	1,566
Barcode scanners	2	\$ 388	776
Cell phones	10	\$ 575	5,750
Cell phone plan	10	\$ 15	908
Cell phone case	10	\$ 40	400
Office Re-wire			5,000
Tourniquet	36	\$ 29	1,044
Gunshot kits	18	\$ 90	1,620
First Aid kits for vehicles	8	\$ 100	800
level 3 lightweight vests	18	\$ 725	13,050
Total Supplies Cost			\$ 127,599

Grand Total

\$ 728,902

**INTERLOCAL AGREEMENT ~~BY AND AMONG~~BETWEEN THE CITY OF EL PASO
AND EL PASO MHMR D/B/A EMERGENCE HEALTH NETWORK FOR THE
OPERATION OF THE CRISIS INTERVENTION TEAM**

This Agreement ("Agreement") is made and entered into by and between the City of El Paso ("City"), a home-rule municipality created pursuant to the laws of Texas, acting through its City Council, and El Paso MHMR d/b/a Emergence Health Network ("EHN"), a Local Mental Health Authority and Community Center established under the Texas Health and Safety Code⁴, all of which are referred to collectively as the ("Parties") for the purpose of implementing a Crisis Intervention Team ("CIT") in the City of El Paso. This Agreement is authorized pursuant to Texas Government Code Chapter 791.001, et seq., the Interlocal Cooperation Act.

Upon execution of this Agreement, any prior agreement or memorandum of understanding between City and EHN related to the implementation of a CIT Program shall be subsumed into this Agreement and no longer be of any force or effect.

RECITALS:

WHEREAS, Texas Government Code, Chapter 791, as amended, authorizes contracts between local governmental agencies to perform governmental functions, inclusive of §791.025, Texas Government Code, which permits agreements (interlocal agreement) between local governments for the purchase of goods and services, and satisfies the requirement of local governments to seek competitive bids for the purchase of goods and services;

WHEREAS, EHN and the City ~~of El Paso ("City")~~ desire to explore options for providing safer and more effective responses to dynamic ~~law enforcement~~citizen encounter incidents involving persons in suspected mental health crisis, and situations involving persons with a diagnosed or suspected mental illness and/or intellectual disability; and

WHEREAS, the Parties agree that the CIT model is an effective method in responding to ~~law enforcement~~ situations involving persons in suspected mental health crisis, and persons with a diagnosed or suspected mental illness and/or intellectual disability; and

WHEREAS, the Parties desire to enter into this Agreement to implement the CIT model and increase the number of persons diverted from incarceration when allowed by statutes.

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

A. ~~TERMAND~~TERMINATIONTERM AND TERMINATION

This Agreement becomes effective upon approval and execution by all Parties to this Agreement ("Effective Date"), ~~and continues until termination upon the request of any Party hereto. Upon Execution of this Agreement, any prior agreement or memorandum of understanding between City and EHN related to the implementation of the CIT Program shall be subsumed into this Agreement and no longer be of any force or effect~~("Effective Date"), and terminates on November

30, 2024, unless extended by written agreement, or when otherwise terminated as provided under this Agreement. This Agreement may be terminated early, with or without cause or for convenience, by either party giving written notice of its intention to so terminate to the other party ninety (90) days before the effective date of termination.

Payment under this agreement beyond the end of the current fiscal year is subject to availability of appropriated funds. Funding will be reviewed and approved by standard City and/or ~~EPPD~~ El Paso Police Department ("EPPD") processes on an annual basis. If funds are not appropriated, this agreement shall be terminated immediately ~~with no liability to either party. This agreement begins when fully executed by both parties and terminates on November 30, 2022 unless extended by written agreement, or when otherwise terminated as provided in this Agreement. Renewal of this agreement beyond the stated termination date is subject to the availability of appropriated funds.~~

~~This Agreement may be terminated early, with or without cause or for convenience, by either party giving written notice of its intention to so terminate to the other party thirty (30) days before the effective date of termination.~~

~~This Agreement is contingent upon the availability and receipt of local, state, or federal funds that the City has allocated to this Agreement. If such funds become unavailable during any budget period, this Agreement may be immediately terminated or reduced at the discretion of City. The City will be responsible for payment of all monies due up through, and including, the date of such termination or reduction. Renewal of this agreement beyond the stated termination date is subject to the availability of appropriated funds.~~

B. PURPOSE OF AGREEMENT

This Agreement establishes the procedures and responsibilities of the Parties in deploying CIT ~~to~~ a pre-arrest diversionary program that emphasizes the appropriate diversion of individuals out of the criminal justice system and local medical emergency departments, and the reduction of excessive use of force by police officers through enhanced training by local law enforcement and access to critical mental health professionals and resources within the criminal justice system. CIT will assist persons in mental health crisis, ~~a~~ diagnosed or suspected mental illness ~~and/or~~ intellectual disability, and/or substance use in the City of El Paso, providing the necessary transportation, equipment, and supplies for joint operation of the teams and sharing of information.

C. NAME OF JOINT OPERATION

The name of the joint operation is the "City of El Paso Crisis Intervention Team" which is a program set up to provide services to persons in suspected mental health crisis, and persons with a diagnosis or suspected mental illness and/or intellectual disability.

D. ASSIGNMENT OF PERSONNEL BY EPPD

The Chief of Police will select and assign no less than four (4) five (5) police supervisors and fourteen (14) nineteen (19) officers to the CIT division. The CIT division shall be comprised of seven (7) units. The EPPD officers will be partnered with EHN mental health professionals, and shall be deployed to examine, investigate, and handle persons believed to be in a mental health crisis, or otherwise, because of a diagnosed or suspected mental illness and/or intellectual disability.

EPPD Personnel shall:

1. Assist with and/ or respond to any patrol request involving a call concerning individuals who may have mental health issues;
2. Assist EHN case workers with individuals with mental illness and to respond to mental health crisis calls from the community;
3. At least annually, coordinate and/or conduct/participate in training for EPPD and EHN personnel related to mental health. The training must address at minimum the following components:
 - a. Recognize signs and symptoms of mental illness, substance abuse, and co-occurring mental illness;
 - b. Crisis intervention and de-escalation.
4. Act as a central source of information on mental health through the EPPD's Record Management System (RMS);
5. Provide handheld radios that utilize EPPD channels to EHN personnel to utilize during their shifts;
- ~~5-6.~~ Act as a community liaison between other law enforcement agencies and EHN;
- ~~6-7.~~ Transport consumers meeting Emergency Detention Orders (EDO) requirements to a facility deemed appropriate by EHN (Local Mental Health Authority);
- ~~7-8.~~ Certify EPPD officers, as required by Texas Commission on Law Enforcement (TCOLE) for Mental Health Officer certification;
9. Create the CIT work schedule for all EHN personnel, including EHN supervisors to ensure accurate and efficient schedule keeping and accountability;
10. Provide EPPD data upon EHN request relevant to CIT operations and encounters for planning, analysis, and general community reports including the quarterly report outlined under Section X-3.

E. ASSIGNMENT OF PERSONNEL BY EHN

EHN shall assign no less than one ~~(1)~~ Director, two (2) ~~LPHA supervisors, program managers,~~ two (2) licensed therapists and ~~fourteen (14) mental health professionals~~ seventeen (17) CIT specialists to be partnered with an EPPD officer within the CIT division. CIT units shall provide services in the City of El Paso. EHN clinicians shall provide a variety of clinical services for individuals with a diagnosed or suspected mental illness and/or intellectual disability, and assist these individuals, their personal support system, law enforcement, community members and other social service agencies in understanding and finding solutions to problems that lead to and result from mental illness and severe emotional disorders. EHN personnel shall pass a comprehensive background investigation, as deemed appropriate, and provided by EPPD. EHN will be responsible for the reasonable cost of the background investigation.

EHN personnel shall:

1. Subject to Article H of this Interlocal Agreement, (Confidentiality and Sharing of Information), EHN CIT personnel shall, to the extent permissible, cooperate, and when necessary, provide statements and/or testimony for criminal, civil and administrative investigations, internal EPPD boards, hearings, and testify in criminal, civil, and

- internal EPPD proceedings-;
2. Assist EPPD officers in responding to mental health crisis calls and patrol requests concerning individuals who may have mental health issues within the community;
 3. ~~At least Twice~~ annually, coordinate and/or conduct training for EPPD officers related to mental health. The training must at minimum address the following components:
 - a. Recognizing signs and symptoms of mental illness, substance abuse, and occurring mental illness;
 - b. Crisis intervention and de-escalation; and
 - c. Provide EPPD officers training on the current alternatives between EHN, EPPD, local hospitals, and local courts of jurisdiction through at least quarterly meetings with these and other local entities that work with individuals with mental illnesses-;
 4. Act as a central source of information on mental health incident reports (other than ILEADS reports)-;
 5. Act as a community liaison between law enforcement and local mental health providers, advocates, and consumers-;
 6. Provide any leave, training, or any CIT schedule changes to EPPD with as much advanced notice as reasonably possible. Consistent with EPPD policy, EHN personnel are expected to provide at least one week's notice for vacation leave, and at least one hour's notice for sick leave;
 7. When an EHN mental health clinician is absent from an assignment, regardless of the reason for the absence, EHN will use best efforts to assign another fully-certified with all training requirements and observation hours met, mental health clinician to fulfill the duties of the absent mental health clinician to ensure full staffing of CIT and sufficient amount of units in the field at all times. EHN agrees to not bill or to discount from monthly billing any EHN FTE position that is not filled by a full time employee for the monthly billing period. This may entail substitution of an EHN CIT clinician from another CIT program, or it may result in overtime for City CIT clinicians. EHN will cover background check costs for employees being substituted from other teams that have not had a City background check;
 8. EHN agrees to ensure that their first line supervisors, including Program Managers and CIT Lead Therapists, will be present during their work assignments at PD facilities, EHN clinical offices, or training locations as necessary and appropriate to their duties, to maintain all administrative oversight and clinical autonomy for EHN personnel;
 - ~~6-9.~~ Upon written agreement by the Parties, fulfill any additional responsibilities related to implementation of the Program-;
 - ~~7-10.~~ Provide EPPD officers training on the current alternatives to incarceration or in-patient hospitalization available in the community for individuals with mental illness-;
 - ~~8-11.~~ Enhance communication and coordination between EHN, EPPD, local hospitals, and local courts of jurisdiction through at least quarterly meetings with these and other local entities that work with individuals with mental illnesses-;
 - ~~9-12.~~ Coordinate transportation for individuals with mental illness to appropriate facilities where the mental health consumer can receive necessary services, e.g. psychiatric hospitals, crisis respite facilities, etc-;
 - ~~10-13.~~ Assist with obtaining Emergency Detention Orders for individuals requiring an in-patient level of care-;
 14. Provide encounter data and analysis outcomes to influence and integrate into strategic

- planning for field operations, and for quarterly report completion for the variables outlined under section X-3;
15. As subject matter experts, serve as the lead in the development of presentations, workshops, and or seminars as it relates to mental health, clinical crisis interventions and approaches, crisis-de-escalation, and crisis stabilization for external conferences and community outreach. EHN agrees to not use EPPD name, logo, or any representations during the above-referenced events without prior approval from EPPD leadership;
 16. Ensure that there is a clinical administrator assigned to every shift for clinical staffing and disposition approval;
 17. Submit to EPPD community welfare checks and follow ups for emergent mental health cases of individuals and public health and safety concerns determined by the local mental health authority, if screened and determined to be appropriate by EPPD CIT Supervisors.

F. COST SHARE & PAYMENT

1. PERSONNEL. Subject to the provisions set forth in this Article F, the ~~City~~City of El Paso and EHN agree to assume all personnel costs for their CIT representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency policy.
 - a. The City will fund from the City of El Paso General Fund Police Personnel.
 - b. ~~Subject to funding availability and city management authorization, the City of~~The City of El Paso will reimburse to EHN the cost of EHN CIT personnel assigned full-time to the CIT division as specified in Appendix A of this Agreement, ~~so long as those costs/expenses are incurred as a result of CIT related duties.~~
 - c. Sustainable Funding. The Parties shall undertake reasonable efforts to identify and obtain sustainable funding, including private and public grants, for future services.
2. Payment for Personnel.
 - ~~a. For the first six (6) months from the effective date of this Agreement, EHN will provide funding for EHN personnel.~~
 - b.a. After the first six (6) months from the effective date of this Agreement continuing through fiscal year 2019, theThe City of El Paso will reimburse to EHN the cost of funding EHN personnel, as specified in Appendix A ~~and Article E of this Agreement~~of this Agreement, subject to the not-to-exceed amount of one million, seven hundred and seventeen thousand, six hundred and forty-one dollars and 87/100 dollars (\$1,717,641.87).
 - e.b. The amount for EHN personnel for fiscal year 2019 shall not exceed One Million One Hundred Seventy Six Thousand Eight Hundred Thirty Four Dollars and 00/100 Dollars (\$1,176,834.00) s set forth in Appendix B. With regard to reimbursement for EHN personnel, EHN will submit a written request to the City

of El Paso no later than the fifteenth (15th) day of the month after services were rendered, requesting the Monthly Prorated Payment for Service to be provided during that month (the "EHN Payment Request"). Such ~~itemized~~ invoice will be delivered to the City in a format that contains all items required by the City of El Paso, as set forth in Appendix B. The City will remit payment to EHN within thirty (30) days of receiving accurate monthly invoice.

~~d.c. After the first year of this Agreement, and continuing for the initial term of this agreement, and subject to funding availability and city management authorization, the City of El Paso will continue to reimburse to EHN the cost of funding EHN personnel as specified in Appendix B and Article E of this Agreement.~~ The City agrees to make funding for CIT a part of the City's annual budget process and agenda. The amounts for ongoing funding under this Section F(2)(c), shall be by Amendment to this Agreement executed by EHN, EPPD, and the City.

d. City agrees to reimburse overtime worked by EHN qualified mental health clinicians in connection with CIT Unit duties. For each fiscal year of this agreement, City shall pay to EHN an amount not to exceed sixteen thousand three hundred and twelve dollars and 72/100 dollars (\$16,312.72) for reimbursable overtime worked by EHN qualified mental health clinicians in connection with CIT Unit duties.

e. EHN agrees to match the staffing levels of EPPD for the CIT unit during holiday periods. The following holidays are recognized by the parties: New Year's Day, Martin Luther King Birthday, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day.

f. City agrees that if a CIT unit does not deploy due to the absence from duty of an EPPD officer to staff the unit, there will be no effect on the Monthly Prorated Payment for Service.

3. OFFICE SPACE, TRANSPORTATION, EQUIPMENT, AND SUPPLIES.

a. EPPD will provide officers with standard Class B uniform, patrol level less lethal equipment, handheld radio communication equipment, and equipment required by EPPD and/or contractual obligations between the City of El Paso and the El Paso Police Municipal Police Officer's Association.

b. EHN will provide clinicians with laptop computers with mobile Wi-Fi, office supplies, and cell phones.

c. EPPD will provide the primary CIT Division office at EPPD Headquarters located at 911 N. Raynor, El Paso, TX. EHN will provide additional office space and equipment, compliant with all applicable Criminal Justice Information Services

("CHSCJIS") requirements and/or all other required law enforcement security regulations, at the EHN facility located at 1601 East Yandell, El Paso, TX. All CIT unit members will have access to these facilities.

4. Payment for Transportation, Equipment, and Supplies.

a. ~~For the first year from the effective date of this Agreement, EHN agrees to reimburse the City amounts for equipment, transportation, and supplies in an amount not to exceed Seven Hundred Thirty Two Thousand Five Hundred Eighty Seven Dollars and 00/100 Dollars (\$732,587.00), as specified in Appendix C. EHN will reimburse the City for any transportation, equipment and supplies for CIT. The City shall submit an invoice to EHN no later than the 15th day of the month, with payment made thirty (30) days following receipt of invoice by EHN. EHN may also accept invoices submitted via email to the EHN Accounts Payable Department for processing. The email address for the EHN Accounts Payable Department shall be provided upon request by EPPD.~~

a. ~~After the first year from the effective date of this Agreement continuing for the initial term of this Agreement, the City of El Paso shall be responsible for providing funding for equipment, transportation, and supplies for EPPD, as outlined in Appendix C of this Agreement and subject to funding availability and city management authorization. The Parties agree that the Texas Health and Human Services Commission ("HHSC") will own, and the Parties will assign to HHSC, all right, title, and interest in all vehicles purchased with state funds in the name of the City and/or EHN, for use and benefit of the CIT program, upon termination of the CIT program.~~

The City agrees to make funding for CIT a part of the City's annual budget process and agenda. EHN shall be responsible for providing funding for equipment and supplies for EHN, as outlined in this Agreement.

5. ~~Office Space. EPPD will provide primary CIT Division administrative office at EPPD Headquarters located at 911 N. Raynor, El Paso, Texas. EHN will provide additional office space and equipment, compliant with all applicable Criminal Justice Information Services ("CJIS") requirements and/or all other required law enforcement security regulations, at the EHN facility located at 1601 East Yandell, El Paso, Texas. All CIT members will have access to these facilities.~~

FG. SUPERVISION

EPPD will be the lead agency on all law enforcement issues pertaining to CIT operations and structure. EHN will be the lead agency on all mental health oriented non-criminal issues involving assessment and disposition of CIT encounters. The EPPD CIT units will be supervised through the EPPD command structure. EHN will provide a licensed clinician to supervise the CIT EHN staff. EHN clinical administrators will maintain all administrative oversight and clinical autonomy for EHN personnel.

The Parties will establish a Supervisor Working Group. The purpose of this working group is to provide an established forum wherein issues related to the interaction of the Parties can be addressed on an informal basis. The Supervisor Working Group will allow for input from both parties for strategic planning shift scheduling, and to work toward leadership consensus on operational issues or patient encounters that do not conflict with either parties' policy or procedures. The Supervisor Working Group shall not be considered a governing body under this agreement, and shall not have authority to make a binding decision on behalf of the CIT Division.

The Chief of Police and the Chief Executive Officer of EHN, or their ~~designee~~designees, may establish informal working groups to facilitate a productive and organized working environment to discuss issues of common interest. No informal working group shall have authority to make a binding decision on behalf of CIT.

H. CONFIDENTIALITY AND SHARING OF INFORMATION

All personnel assigned to the CIT teams shall be knowledgeable and responsible for abiding with the provisions of law pertaining to confidentiality of information related to an individual's mental history and other medical records, and shall comply with all state and federal laws, rules, and regulations in both areas of privacy and security of protected health information.

All personnel assigned to the CIT teams shall be knowledgeable and responsible for abiding with the provisions of law pertaining to confidentiality of information related to the handling of criminal and administrative investigations, law enforcement reports, and documents, and shall comply with all federal, state and local laws, rules, and regulations governed by, but not limited to, Criminal Justice Information Services (CJIS).

The criminal history of an individual will be accessed only by sworn police personnel, and is made available to EHN personnel only as necessary and appropriate, and within the limits allowed by federal, state, and local laws, rules, regulations, and departmental rules, regulations, and policy.

The mental health history of an individual will be accessed only by EHN clinicians, and is made available to law enforcement only as necessary and appropriate, and within the limits allowed under state and federal patient privacy laws, including but not limited to the Health Insurance Portability and Accountability Act ("HIPAA") and 42 CFR Part 2. The clinicians may disclose information or any other protected mental health information to other specialized units within EPPD in the following circumstances:

1. In response to a court order, warrant, court subpoena, summons, or process issued by a court;
2. If the clinician believes that the client presents a serious present or imminent danger of violence to self or another person.

In accordance with 42 CFR Part 2, EHN clinicians may disclose such information to medical personnel in response to an emergency involving the individual, if such disclosure is necessary based upon the clinician's exercise of his or her professional judgment.

The parties agree that HIPAA Privacy Rules contain an exception for law enforcement purposes, 45 CFR § 164.512(f), which permits a covered entity to disclose PHI to law enforcement

officials without patient authorization under the following circumstances:

1. Court orders, court-ordered warrants, subpoenas, and administrative requests;
2. To identify or locate a suspect, fugitive, material witness or missing person;
3. To answer a law enforcement official's request for information about a victim or suspected victim of a crime;
4. To alert law enforcement of a person's death, if the organization suspects that criminal activity caused the death;
5. When an organization believes that PHI is evidence of a crime that occurred on its premises; and
6. In a medical emergency not occurring on its premises, when it's necessary to inform law enforcement about the commission and nature of a crime, the location of the crime or crime victims, and the perpetrator of the crime.

Further dissemination of information, unless otherwise provided for by law or separate agreement, any information shared at, or in connection with, CIT by any of the Parties may not be further disseminated without the express consent of the Party from which the information originated.

Information requests of the parties remains individually responsible for processing any external requests for information related to CIT that is directed to it - whether such requests are pursuant to federal or state open records or freedom of information laws, discovery in the context of legal proceedings, or otherwise. To the extent such requests encompass information that originated from the other Party, the participating Party processing the request shall consult with the Party from which the information originated prior to releasing the information. The Chief of Police and CEO of EHN shall be notified of all information requests related to CIT that are received by either party.

The Chief of Police and CEO of EHN shall designate a specific individual to serve as the primary media point of contact for CIT. Such designations may be made on a case by case basis to correspond to specific activities. Any statements or releases of information to the media, or responses to media inquiries, on behalf of CIT, shall be made exclusively by the designated point of contact. The Parties, however, may independently make a statement, or release of information to the media, or respond to media inquiries with respect to any activities of the respective agency that relate to CIT. The designated point of contact of the Parties, the Chief of Police, or the CEO of EHN, will be advised when such release is to be made by either Party.

I. RESPONSIBILITY OF DISPATCHING OF TEAMS

The CIT units will receive calls directly from ~~EPPD~~⁹¹¹ dispatch when the situation requires. If available, the CIT unit will respond to requests from field units when assistance is needed in ~~handling~~^{crisis intervention and de-escalating} a person suspected having a mental illness or intellectual disability. ~~Additionally, and as necessary, the~~^{The} CIT unit ~~will~~^{may} receive requests ~~directly from EHN CIT staff. Such request from EHN will be communicated to an EPPD CIT supervisor for community welfare checks and EPPD dispatch follows up for emergent mental health cases of individuals and public health and safety concerns determined by the CIT officer, according to current policy and procedure.~~^{local mental health authority.}

~~With the priority of the CIT units to respond to individuals in mental health crisis, there may be situations, as time allows, where CIT units may also receive referral or follow-up requests from~~

~~EPPD or EHN for CIT units to proactively engage homeless mentally ill person and attempt to direct them to proper services.~~

J. JOINT TRAINING

Joint Training of CIT personnel shall be a collaborative effort among EPPD and EHN. EPPD and EHN management will determine together the curriculum, schedule, and personnel ~~to be trained for all Joint Training.~~

K. SPECIAL THREAT SITUATIONS

CIT units may be dispatched or called out to a location where a special threat situation, as defined by EPPD Procedure Manual 3-403, is involved. The role of CIT units at a Special Threat situation is to provide on-scene mental health history of the individual involved and to act as a resource to the incident commander.

L. PROGRAM AUDIT

This Agreement and its requirements are subject to audit by the Parties, and it is their responsibility to conduct an audit whenever they deem it necessary. Such audit shall be at the individual Parties' expense. Parties shall share information with each other for the purposes of compiling statistics on an annual basis to ascertain the effectiveness and reduced jail rates achieved by the program. EPPD agrees to maintain all records relating to the operation of CIT consistent with the Parties' policies on record retention. EHN client records shall be housed for a period of seven years after contact with the client is terminated.

~~M. REVISIONS AND CANCELLATIONS~~

M. AMENDMENTS

The terms of the Agreement may be ~~amended~~ amended upon written approval by all Parties, or their designated representative or successors. ~~Amendments~~ Unless stated otherwise in the Amendment, amendments become effective upon the date of approval. ~~A Party may cancel this Agreement upon 60 days written notice to the other Parties.~~

N. NO PRIVATE RIGHT CREATED

This is a cooperative government Agreement among the Parties, and is not intended to confer any right or benefit to a private person or party.

O. INSURANCE

The following insurances or self-insurances will be obtained and maintained by each Party and its agents and subcontractors providing services hereunder:

1. Appropriate workers compensation coverage for all persons providing services under

this Agreement;

2. Comprehensive general liability insurance covering each Party, its subcontractors, agents, and any person providing services hereunder in such minimum amounts as are acceptable to each Party;
3. Professional general liability insurance on a per occurrence basis, or its equivalent in amounts, as acceptable to all Parties;
4. Insurance coverage may be obtained from commercial insurance carriers deemed acceptable by the Parties; or, it may be deemed satisfied by the showing of other financial responsibility satisfactory to the parties, including: (1) evidence of statutory limitation on financial liability acceptable to the parties, their employees, and agents; or (2) evidence of establishment of actuarially sound self-insurance programs.

P. INDEMNIFICATION/NO WAIVER OF IMMUNITY

To the extent authorized by the Constitution and the laws of the State of Texas, EHN shall hold harmless and indemnify the City and/or EPPD, its officers, agents, and employees from and against any and all claims, liabilities, losses, judgments, expenses and/or damages, including reasonable attorney's fees and court costs, resulting from or attributable to any negligent act or omission of EHN, its officers, employees, and/or agents, including any acts constituting negligence or gross negligence.

To the extent authorized by the Constitution and the laws of the State of Texas, the City and/or EPPD shall hold harmless and indemnify EHN, its officers, agents, and employees from and against any and all claims, liabilities, losses, judgments, expenses and/or damages, including reasonable attorney's fees and court costs, resulting from or attributable to any act or omission of the City and/or EPPD, its officers, employees, and/or agents, including any acts constituting negligence or gross negligence.

No Party waives or relinquishes any immunity or defense on behalf of itself, trustees, officers, employees (paid or ~~volunteer~~ volunteer), and agents as a result of the execution of this Agreement or as a result of the performance of the functions or obligations described herein.

Q. AUTHORIZATION OF AGREEMENT

Each Party represents to the other Parties that the execution of the Agreement has been duly authorized and that this Agreement constitutes a valid and enforceable obligation of each Party according to its terms.

R. NO WAIVER

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

S. QUALITY ASSURANCE

EHN shall develop and implement written policies and procedures to evaluate the performance of the

terms and conditions of this Statement of Work and measure client and local stakeholder satisfaction.

City of El Paso will engage in monitoring activities to evaluate the quality of various aspects of service delivery. Some of these activities include: a) Site visits to evaluate and document various administrative and programmatic requirements, b) Review of data reports to evaluate programmatic outcomes, and c) Review of general administrative compliance documents. EHN will be required to participate in all monitoring and evaluation activities.

T. MISCELLANEOUS NOTICES

Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, or sent by email or fax with a receipt obtained showing transmission to Parties at the addresses below. The notice shall on the date of the delivery indicated on the receipt. Any Party may change its address by providing at least ten (10) days prior written notice to the other Parties hereto.

If to EPPD:

Gregory K. Allen Chief of Police
El Paso Police Department ~~91-1911~~ N. Raynor
El Paso, TX 79903 ~~FAX: 915-212-0281~~
Email: PDCITSupers@elpasotexas.gov

If to EHN:

Kristen Daugherty Chief Executive Officer
El Paso MHMR d/b/a Emergence Health Network ~~200~~201 E. Main Street, Suite 600
El Paso, TX ~~79903~~ ~~FAX: 79901~~
Email: kdaugherty@ehnel Paso.org

U. INDEPENDENT CONTRACTOR

The relationship between the Parties shall be that of an independent contractor. It is agreed that neither the Parties nor any of their personnel shall be considered an employee, agent, partner, joint venture, ostensible or apparent agent, servant or borrowed servant of any other Party to this Agreement. Each Party remains liable for the acts and omissions of its officers, employees, agents and representatives and shall also ~~be~~ responsible for any compensation or benefits owed or accruing to its officers, employees, agents or representatives.

V. GOVERNING LAW AND VENUE

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie in El Paso County, Texas. The Parties acknowledge that, where applicable, the Parties are subject to the Texas Tort Claims Act, Texas Civil Practice and Remedies Code Chapter 101. The Parties further ~~acknowledges~~ acknowledge that this Agreement and any documentation provided to EHN by ~~County~~ City is subject to the Texas Public Information Act, Texas Government Code, Chapter 552.

W. FUNDING

Notwithstanding any other provision of the Agreement, the Parties understand and agree such understanding and agreement being of the essence of this Agreement, that no Party has obligated funds for this Agreement, and that expenditure by any Party furtherance of this Agreement shall be at the option of that Party and at the full discretion of the Party. Accordingly, no Party, its officers, employees, agents or representatives shall have any claim or cause of action against another Party hereto for failure to make available or expend any funds, and no Party shall bring any claim against another Party in regard to any services rendered under this Agreement.

Sustainable Funding. The Parties agree to undertake reasonable efforts to identify and obtain sustainable funding, including private and public grants, for future services.

Nothing in this agreement prohibits either Party from seeking alternative funding sources ("Grants") to help maintain and/or establish funding to enhance the function of CIT. The Parties agree to share information and/or data to help with the applications for Grants. Should either Party use the other Party for matching funds, the Parties agree to ensure that the funds are mutually used to the best benefit of CIT as required, pursuant to the rules or conditions applicable to that award. The City agrees that funding for CIT will be made a part of the City's ongoing annual budget process/agenda and will be reviewed and approved by standard City and/or EPPD processes on an annual basis.

X. REPORTING SYSTEM, SCOPE OF WORK, AND PERFORMANCE MEASURES

1. REPORTING. The CIT team officer shall complete a Daily Activity Report (DAR) as per current EPPD policy at the end of each shift and will be responsible for completing any EPPD reports that are required. The CIT clinician shall complete all necessary EHN forms for each client's chart. Data compilation and reporting process will be coordinated between the Parties.
2. SCOPE OF WORK.
 - a. ~~ENH shall provide a full time a minimum of 14 Mental Health Case Worker II (MHCW II) and 1 Licensed Practitioner of Healing Arts (LPHA). Within seven (7) working days of the execution of this Interlocal Agreement between the City and EHN, liaisons from both parties shall establish formal procedures for purchases of equipment and/or reimbursement processes.~~
 - b.a. EHN shall provide personnel, as enumerated in this Interlocal, and shall keep the City fully aware of any change in personnel within EHN, as related to this Interlocal.
 - c. ~~MHCW II and LPHA shall be licensed, as per all regulations, to provide services in The State of Texas. EHN shall provide the EPPD lieutenant overseeing CIT with copies of all licensing certifications.~~
 - b. MHCW II/ENH shall ensure proper and appropriate licensure and training for all EHN personnel assigned to this Program.
 - d. EHN mental health clinicians will work with an El Paso Police Officer in the field,

and maybe scheduled to work various times, days, and holidays throughout the life of this agreement.

- e. ~~The MHCW II and the LPHA~~EHN mental health clinicians shall provide mental health services, as necessary, to police incidents responded to by members of the EPPD.
 - f. EHN shall assist with training members of the El Paso Police Department in training related to Mental Health issues that an officer may encounter during the officers' tour of duty. Training must adhere to current training standards set forth by Texas Commission on Law Enforcement (TCOLE) and/or the El Paso Police Department's Training Academy.
 - g. EHN must provide ~~24~~during CIT operational hours ~~/ 7 days a week~~, including holidays, ~~access to a MCHW II or LPHA~~field support from an EHN CIT clinical administrator for those events where a CIT unit is not available for Crisis Management Team (CMT) and/or Special Weapons and Tactic (SWAT) call outs. ~~The MCHW II or the LPHA~~EHN CIT clinical administrators must be on scene within one (1) hour of notification of a CMT/SWAT call out.
 - h. EHN personnel must adhere to all rules, policies, procedures, and other Federal/State laws and regulations when becoming aware of and/or privy to criminal investigations.
 - i. EHN ~~personnel, MHCW II, and LPHA~~assigned CIT staff shall cooperate fully with any Internal Affairs Division investigations and any and all criminal and/or civil investigations/litigation. EHN personnel, including program director, program managers, program leads, and mental health clinicians, will be given five (5) days to comply with a request by EPPD Internal Affairs Divisions or Criminal Investigations Division for a written statement. Failure to comply with this section without good cause will result in the employee no longer being allowed to work with the CIT unit.
 - j. EHN shall invoice the City for services ~~rendered~~rendered, as prescribed by current City of El Paso procurement policies and procedures. EHN will submit a written request to the City of El Paso no later than the fifteenth (15th) day of the month after services were rendered, requesting the Monthly Prorated Payment for Service to be provided during that month (the "EHN Payment Request"). Such itemized invoice will be delivered to the City in a format that contains all items required by the City of El Paso. ~~Likewise the City of El Paso will submit a written request to EHN no later than the fifteenth (15th) day of the month after services were rendered, requesting the Monthly Prorated Payment for Service to be provided during that month (the "City of El Paso Payment Request"). Such itemized invoice will be delivered to EHN in a format that contains all the items required by EHN, as shown in Appendix B.~~
3. PERFORMANCE MEASURES. Without waiving the enforceability of any of the terms of the Interlocal Agreement, EHN's effectiveness in providing the services described in Sections A through J above will be measured by compliance with the requirements ~~of the Performance Contract attached as Exhibit D~~below.

- a. The following reports shall be submitted, as specified below. The reports shall be submitted quarterly, and will include data or information on:

- 1. Total number of individuals served per month;
- ~~2. Number of CIT encounters that result in avoidance of incarceration~~

~~and emergency services;~~

~~3. Number of behavioral health related calls resulting in CIT unit response;~~

4.2. Number of 911 behavioral health related calls resulting in CIT unit response;

5. Number of individuals who are linked to behavioral health services by an EHN CIT caseworker, as a result of a CIT encounter.

6. Source of referrals received from MCOT, Emergency Rooms/EMT, Law Enforcement, Other Community Resources, Self and/or Other(s).

7. Number of CIT calls that result in inpatient services;

8. Number of CIT calls that result in outpatient or other non-inpatient services;

9. Number of CIT calls that result in incarceration.

b. In addition to quarterly reports, a yearly report will be generated for the above service deliverables.

Y. EFFECTIVE DATE

This Agreement shall become effective on the date the Agreement is executed by duly authorized representatives of EHN, the City of El Paso, and approved by the EPPD.

Z. ENTIRE AGREEMENT

This instrument contains the entire Agreement between the Parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this Agreement are of no force or effect, unless in writing and signed by the Parties.

(continues on next page)

APPROVED this ____ day of 20, 2023.

Formatted: Indent: First line: 0"

CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Eric Gutierrez
of Police
Assistant City Attorney

~~Gregory K. Allen~~, Peter Pacillas, Assistant Chief
El Paso Police Department

**For El Paso MHMR d/b/a
Emergence Health Network**

Kristen Daugherty
Chief Executive Officer
Emergence Health Network

~~**APPROVED AS TO FORM:**~~

Michael R. Wyatt
Assistant County Attorney
Emergency Health Network

APPENDIX A
Emergency Health Network
EHN CIT Staffing Table
6-month estimate for FY2020
Paid by EHN through SB292

CIT Estimated Costs
 Post Compensation Study, 6 months estimate

Position	FTE's	Gross Salary	Fringe 26.29%	FY2022 6-month- Total
Director/Manager (LPHA)	1	\$72,270	18,998	\$45,634
Program Supervisor (LPHA)	2	\$62,429	16,411	\$78,840
LPHA	2	\$53,929	14,176	\$68,105
Sr. Caseworker	8	\$40,819	10,730	\$206,195
LPC's	4	\$44,367	11,663	\$112,060
Shift Differential for 24/7 units				\$24,090
<i>Total</i>				<u>\$534,925</u>
Administrative Fee 10%				<u>\$53,492</u>
GRAND TOTAL				<u>\$588,417</u>

APPENDIX B
Emergency Health Network
EHN CIT Staffing Table
FY2020
Paid by City of El Paso

CIT Estimated Costs
Post Compensation Study, Full year estimate

Position	FT E ¹	Gross Salary	Fringe- 26.29%	FY2019	FY2020
	\$				
Director/Manager (LPHA)	1	\$72,270	18,998	\$91,268	\$91,268
Program Supervisor (LPHA)	2	\$62,429	16,411	\$157,679	\$157,679
LPHA	2	\$53,929	14,176	\$136,211	\$136,211
Sr. Caseworker	8	\$40,819	10,730	\$412,393	\$412,393
LPC-i	4	\$44,367	11,663	\$224,119	\$248,270
Shift Differential for 24/7 units				\$48,180	\$48,180
<i>Total</i>				<u>\$1,069,849</u>	<u>\$1,094,001</u>
Administrative Fee-10%				\$106,985	\$109,400
GRAND TOTAL				\$1,176,834	\$1,203,401

*After the first six (6) months from the effective date of the Agreement continuing through fiscal year 2019, City of El Paso will reimburse EHN the cost of EHN personnel. Thereafter, reimbursement of EHN personnel is subject to Article F(2)(c) of this Agreement.

**FY2020 includes increase for 2 LPC-I's for licensure.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-213, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Fire, Chief Jonathan P. Killings, (915) 493-5609

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and Emergence Health Network (EHN) with the mutual benefits to establish a mechanism for diversion of mental health crisis diversions from the 9-1-1 system to EHN.

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

DEPARTMENT: Fire Department

AGENDA DATE: February 7, 2023

PUBLIC HEARING DATE: n/a

CONTACT PERSON NAME AND PHONE NUMBER: Chief Jonathan Killings, (915) 493-5609

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL:

SUBJECT:

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and EHN with the mutual benefits to establish a mechanism for diversion of mental health crisis diversions from the 9-1-1 system to EHN.

BACKGROUND / DISCUSSION:

El Paso MHMR d/b/a Emergence Health Network ("EHN"), a Local Mental Health Authority and Community Center is established under the Texas Health and Safety Code. The City of El Paso ("City") and Emergence Health Network desire to work together to carry out various functions for the smooth operation of the 9-1-1 system and desire to develop the capacity to respond to 9-1-1 calls related to mental health emergencies. The CITY and EHN agree that there is mutual benefit to establish a mechanism for diversion of mental health crisis calls from the 9-1-1 system to EHN. In accordance with the City of El Paso Procurement and Sourcing Policy, the requirements of these procurements will be fulfilled by a non-competitive award.

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

WHEREAS, El Paso MHMR d/b/a Emergence Health Network (“EHN”), a Local Mental Health Authority and Community Center is established under the Texas Health and Safety Code; and

WHEREAS, the City of El Paso ("City") and Emergence Health Network desire to work together to carry out various functions for the smooth operation of the 9-1-1 system and desire to develop the capacity to respond to 9-1-1 calls related to mental health emergencies; and

WHEREAS, the CITY and EHN agree that there is mutual benefit to establish a mechanism for diversion of mental health crisis calls from the 9-1-1 system to EHN; and

WHEREAS, in accordance with the City of El Paso Procurement and Sourcing Policy, the requirements of these procurements will be fulfilled by a non-competitive award.

NOW THEREFORE, 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 and EHN with the mutual benefits to establish a mechanism for diversion of mental health crisis diversions from the 9-1-1 system to EHN.

APPROVED this _____ of February, 2023.

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, Fire Chief
El Paso Fire Department

STATE OF TEXAS)
)
 COUNTY OF EL PASO) **INTERLOCAL AGREEMENT**

THIS agreement ("Agreement") was entered into on the date of execution by the last signatory to the Agreement, by and between the CITY OF EL PASO, TEXAS, a home rule municipal corporation, ("CITY"), and the EMERGENCE HEALTH NETWORK, a political subdivision of the State of Texas, ("EHN") by and through their duly authorized officials.

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments and political subdivisions, including the CITY and the EHN, to enter into agreements with each other to perform governmental functions and services; and

WHEREAS, the Texas Interlocal Cooperation Act, authorizes and encourages local political subdivisions to enter into agreements for the provision of governmental and administrative functions and services. Texas Government Code, Ch. 791; and

WHEREAS, EHN is a Local Mental Health Authority and a governmental unit of the State of Texas pursuant to Texas Health and Safety Code, Ch. 533 and 534 and is governed by Texas Public Information Act, Ch. 552, Texas Government Code and has the authority to enter into this agreement pursuant to Texas Government Code, Ch. 791; and

WHEREAS, the CITY and the EHN desire to work together to carry out various functions for the smooth operation of the 9-1-1 system and desire to develop the capacity to respond to 9-1-1 calls related to mental health emergencies made available for all of the purposes set forth herein in the interests of efficiency for both entities; and

WHEREAS, under Section 772.302, Health & Safety Code, the CITY and the EHN are encouraged "as units of local government and combinations of those units to develop and improve emergency communication procedures and facilities in a manner that will make possible the quick response to any person calling the telephone number 9-1-1 seeking police, fire, medical, mental health, and/or other emergency services"; and

WHEREAS, The CITY and EHN agree that there is mutual benefit to establish a mechanism for diversion of mental health crisis calls from the 9-1-1 system to EHN, and further, EHN and the EL PASO COUNTY 911 DISTRICT have already entered into an agreement to provide workspace and use of the El Paso 9-1-1 Computer Aided Dispatch (“CAD”) system at the El Paso Regional Communications Center for the purpose of operating a 9-8-8 hotline and a local mental health crisis/9-1-1 diversion service; and

WHEREAS, the CITY and EHN recognize that each have a critical role in the response to mental health emergencies within El Paso and acknowledge an agreement would improve efficiency and effectiveness as governmental units as well as benefit the citizenry of El Paso.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements as set forth herein, the parties agree as follows:

1.0 ESTABLISH A 9-1-1 MENTAL HEALTH DIVERSION PROGRAM

- 1.1 The CITY and EHN hereby mutually establish a mental health emergency services 9-1-1 call diversion program (“PROGRAM”), which will divert mental health crisis calls to a specially trained team thereby freeing up critical emergency resources.

2.0 SCOPE OF SERVICES

- 2.1 The parties acknowledge and expressly agree that in all things relating to this Agreement the CITY and EHN are performing governmental functions, as defined by the Texas Torts Claims Act. The parties hereby agree that the CITY and EHN enter into this Agreement as governmental entities for the purpose of performing a governmental function.

2.2 Responsibilities of the CITY

- 2.2.1 The CITY agrees to coordinate the provision of mental and behavioral health crisis services for calls coming into the 9-1-1 system as provided by the Crisis Call Diversion Program Policy established by 911 Communications and EHN.

2.3 Responsibilities of EHN

- 2.3.1 EHN agrees to provide crisis mental and behavioral health services to callers of the 9-1-1 system as provided in Crisis Call Diversion Program Policy.
- 2.3.2 EHN agrees to staff the call center with certified Crisis Hotline Specialists.

3.0 CONSIDERATION

3.1 The parties hereby find that each party has a role in the provision of mental and behavioral health crisis emergency services to the community. The collaboration and services each provides for successful operations are done in exchange for monetary remuneration that constitutes good and adequate consideration under this Agreement.

4.0 TERM AND TERMINATION

4.1 Effective Date. This Agreement shall become effective on the date of execution of the last signatory to the Agreement and shall remain valid until a written notice of termination is given by either party in accordance with the provisions of Sections 4.2 or 4.3.

4.2 Termination. Either party may terminate this Agreement by providing written notice to the other party not fewer than 180 calendar days prior to the termination of this Agreement. This Agreement may also be terminated at any time by mutual agreement of the parties.

4.3 Termination for Cause. The parties further agree that either party may terminate this Agreement in whole for cause as set forth herein. Such termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party.

4.4 Termination Shall Not Be Construed As Release. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the other party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

4.5 Effect of Termination. Except as otherwise provided herein, all duties obligations, or undertakings as are set forth by CITY and EHN shall cease upon termination of this Agreement; provided, however, that the termination of this Agreement shall not preclude the parties from working together to provide 9-1-1 services.

5.0 AMENDMENT

5.1 This Agreement shall be modified only by a written amendment signed by both parties. From time to time, the scope of services in Crisis Call Diversion Program Policy may be amended by mutual agreement, in writing. Changes to Crisis Call Diversion Program Policy do not materially alter the terms of this Agreement.

6.0 RISK ALLOCATION -LIMITATION OF LIABILITY

6.1 Liability. This Agreement is not intended to alter or reallocate any defense or

immunity authorized or available to either party by law. Each party shall be solely responsible for fiscal penalties, fines, or any other sanctions occasioned as a result of a finding that violations of any applicable local, state, or federal regulations, codes, or laws occurred as a result of that party's actions.

- 6.2 Exclusion of Incidental and Consequential Damages. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, neither party shall be liable to the other party (nor to any person claiming rights derived from such party's rights) for incidental, consequential, special, punitive, or exemplary damages of any kind - including lost profits, loss of business, and further including mental anguish and emotional distress - as a result of a breach of any term of this Agreement, regardless of whether the party was advised, had other reason to know, or knew of the possibility thereof, except as expressly provided herein. Neither party hereto shall be liable to the other party or any third party by reason of any inaccuracy, incompleteness, or obsolescence of any information provided or maintained by the other party regardless of whether the party receiving said information from the other party was advised, had other reason to know, or knew thereof.
- 6.3 Intentional Risk Allocation. CITY and EHN each acknowledge that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the parties.
- 6.4 Indemnification. As a condition of the granting of this Contract, the Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the CITY, its officers, agents and employees, harmless and defend CITY from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the negligent acts or omissions of EHN in connection with the representations, duties and obligations of EHN under this Agreement under Section 4.

7.0 GENERAL PROVISIONS

- 7.1 Compliance with Laws. In the performance of their obligations under this Agreement, the parties shall comply with all applicable federal, state, local laws, ordinances and regulations.
- 7.2 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of the federal law, the City Charter, and/or any ordinance of the CITY.
- 7.3 Venue. The parties hereto agree that this Agreement shall be enforceable in El Paso, Texas, and if legal action is necessary to enforce it, the exclusive venue shall lie in El Paso County, Texas. Should the need for dispute resolution arise, the venue is in El Paso County, Texas.
- 7.4 Current Revenues. Pursuant to Section 791.001(d)(3), Texas Government Code, each party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying party.
- 7.5 No Waiver. The failure of either party at any time to require performance by the other party of any provision of this agreement shall in no way affect the right of such party to require performance of that provision. Any waiver by either party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement.
- 7.6 Severability. All agreements and covenants contained in this Agreement are severable. Should any term or provision of this Agreement be declared illegal, invalid, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected; and in lieu of each provision that is held to be illegal, invalid, or unenforceable, there will be added as part of this Agreement, a provision which preserves the intention of the unenforceable provision, but which complies with the law.
- 7.7 Amendment and Assignability. This Agreement and the obligations hereunder shall not be amended, assigned, transferred, or encumbered, in any manner without the written consent of the other party.
- 7.8 Section Headings. The paragraph or section headings contained in this Agreement are for reference purposes only and shall not in any way control the meaning or interpretation of this Agreement.

7.9 Notices. Any notice, demand, request, consent, or approval that either party may or is required to provide to the other, shall be in writing and either personally delivered or sent via United States Postal Service certified mail return receipt requested, addressed to the other party at the following address(es) provided below:

City of El Paso
Attention: City Manager
P.O. Box 1890
El Paso, Texas 79950-1890

Emergency Health Network
Attention: Kristen D.
Daugherty, CEO
201 E Main,
Suite 600
El Paso, Texas 79901

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

7.10 Execution and Counterparts. This Agreement may be executed in any number of counterparts; each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement and no party shall be required to produce an original or all of such counterparts when making such proof.

8.0 COMPLETE AGREEMENT

8.1 This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and this Agreement, together with any attachment(s) attached hereto, constitutes the entire agreement between the parties relating to the terms and conditions of the Agreement. The parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements, or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto.

This Agreement shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Agreement.

In the event that it is necessary during the term of this agreement to revise the scope of service to further clarify the responsibilities of the parties with regard to the services provided therein or CITY (Fire Chief) and the EHN designee shall be authorized to negotiate and approve such revisions and amendments. All such revisions and amendments shall be reduced to writing and filed with the originals of this agreement as held by each party.

8.2 Warranty of Capacity to Execute Agreement. The person signing this Agreement on behalf of each party warrants that he/she has the authority to do so and to bind each party to this Agreement and all the terms and conditions contained herein.

City of El Paso

Emergence Health Network

City Manager

DocuSigned by:

Kristen Daugherty

Kristen D. Daugherty
CEO

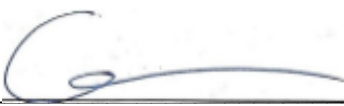
1/26/2023 | 1:00 PM PST

Date

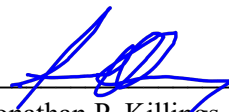
Date

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Carlos L. Armendariz
Assistant City Attorney



Jonathan P. Killings, Fire Chief
El Paso Fire Department

CRISIS CALL DIVERSION PROGRAM POLICY

City 911 Communications telecommunicators will receive and triage inbound calls using the appropriate protocol triaging software.

- If the Telecommunicator obtains information from the caller indicating the situation is an emergency and includes a mental or behavioral health component and results in PROA protocols #25, #121, or #127.
 - the 9-1-1 Telecommunicator will create a CAD, call for service for awareness of EHN
 - the covering EPPD Dispatcher will dispatch the nearest Crisis Intervention Team (CIT) to the call as the primary unit on the appropriate, CAD, call for service.
 - If CIT is not available or not on duty to dispatch, the EPPD Dispatcher will dispatch the nearest EPPD unit per current guidelines.
- If the Telecommunicator determines the situation meets the elements of a mental or behavioral health call as a result of the IAED protocol result code #25-A-2, the Telecommunicator will
 - verbalize the script for transferring the caller to a Crisis Specialist (CS)
 - Transfer the call to a CS and disconnect from the call
- If the Telecommunicator determines the situation meets the elements of any other call, without an MH aspect, the 9-1-1 Telecommunicator will process as per current guidelines.
- a. If the caller requests Mental Health Services, the 9-1-1 Telecommunicator will utilize the IAED protocols to determine a result code indicating Mental Health Services only are needed. If the call meets the elements to transfer the caller to the CS, the 9-1-1 Telecommunicator will

verbalize the script for transferring the caller to a Crisis Specialist, transfer to call to a (CS), and disconnect from the call.

- If during the processing of the MH services request, the 9-1-1 Telecommunicator determines another agency's response is needed, the 9-1-1 Telecommunicator will initiate the CAD call for service for that agency to respond and document the need in the event remarks.

If the caller requests a Police or Fire response outside of the City of El Paso, the 9-1-1 Telecommunicator will process as per current guidelines.

- b. If the caller requests an EMS response outside of the City of El Paso, the 9-1-1 Telecommunicator will launch the appropriate PROQA discipline and triage the call according to standard.
 - If during the processing of the EMS services request, the 9-1-1 Telecommunicator determines the situation meets the elements of a mental or behavioral health call as a result of the IAED protocol result code #25-A-2,

the Telecommunicator will create a CAD, call for service, for awareness to EHN,

- a CAD, call for service to the corresponding Police agency,
 - verbalize the script for transferring the caller to a Crisis Specialist, transfer to call to a (CS), and disconnect from the call.
2. When a caller dials the non-emergency number, a 3-1-1 Universal Agent
 1. If the caller is an established repeat caller with an event history of mental illness, the non-emergency operator will
 - The non-emergency operator will create a CAD call for service for awareness of EHN.
 2. Verbalize the script for transferring the caller to a Crisis Specialist, transfer the call to a (CS), and disconnect the call.
 3. If during the processing of the call the CS determines that response is needed by another agency, the CS will transfer the call to the appropriate agency for processing.
 - b. If the caller requests any type of mental health services request, the non-emergency operator will transfer the call to a 9-1-1 telecommunicator for processing and determining the appropriate response necessary.

Crisis Specialists (CS)

- CSs are available 24/7/365.
- CSs do not report to a City of El Paso Communications Supervisor; however, CSs will advise the EHN AOD or shift supervisor when they arrive and depart the 9-1-1 Floor.
- CSs will advise the EHN AOD and shift supervisor if he/she is running late or cannot make the assigned shift.
- CSs utilize Computer Aided Dispatch (CAD) system and EHN Medical Records to ensure call documentation, call de-escalation, and completion of lethality assessment per Information Item V and American Association of Suicidology (AAS) standards.
- CSs will access EHN medical records system through EHN technology and login including email, collaboration tools, call-logging systems, training material, and other supporting the client interaction process.
- CSs will advise the shift supervisor of any questions or issues he/she has while on the Operations Floor including equipment, Operations protocol, immediate call-related issues, or personnel concerns.
- CSs will advise the Control Center when he/she leaves the workstation for breaks or lunch.
- CSs will notify a CS Team Manager/Lead or MCOT, Practice Manager, on any MCOT personnel concerns or for clinical staffing needs.
- Upon call transfer from the 9-1-1 Telecommunicator, CSs will introduce himself/herself using the phone counselor introduction as a guide.
- CSs may speak with the original caller, or any individual located at the location who is familiar with the reason for the 9-1-1 call.
- CSs complete Hotline Lethality screenings, assist with de-escalation of the crisis, complete safety planning, dispatch EHN's MCOT, and provide other community referrals as necessary.
- CSs perform the following functions:
 - Receive diverted non-emergent mental health calls for service with CS.

- Provide consult to the 9-1-1 Telecommunicators for active mental health calls requiring a police response.
- Speak to callers to de-escalate the caller prior to police arrival; making the situation safer for the caller and police.

What if the CS determines a police response is appropriate during or after CS intervention?

- If information disclosed during the call requires a police response, CS will initiate a CAD event for a call for service in the respective EPPD dispatch group and transfer the caller back to a 9-1-1 Telecommunicator after gathering/processing the EHN workflow. The CS encourages callers to follow safety plans discussed during the assessment and will stay on the phone with the caller until a police unit arrives on the scene. The 9-1-1 Telecommunicator will stay on the line with the CS and caller to update the call with relevant citizen or officer safety information until a patrol officer arrives on the scene or until policy dictates.

If the caller asks for an estimated time of arrival, the 9-1-1 Telecommunicator or CS will inform the caller that a Dispatcher has their call and will arrive as soon as possible according to policy, dependent on who is engaged with the caller. The CS will not provide the caller with an estimated time of arrival of the police.

What occurs if the caller requests police even though there is no reason for police to respond?

- Although the primary goal of the CCD Program is to divert calls away from police when a response is not required, CSs will never pressure callers into declining police intervention.
- The CS will conference in a 9-1-1 Telecommunicator if a caller demands a police response. [Yes, this is appropriate. A CAD event/call for service should be generated in the respective EPPD dispatch group as a copied event if a CCD program one was generated, or if the existing event that generated the CCD program transfer is still open, a transfer is all that is needed.

Ways a CS may assist callers in absence of diversion.

The CS have many opportunities to assist the caller and EPPD without diverting the call.

CSs ...

- Are a source of support for the caller during their immediate crisis.
- Provide resources to better prepare the caller to oversee future mental health-related crisis. CSs provide referrals during the call or during follow-up calls.
- De-escalate the crisis prior to EPPD arriving on the scene, which creates a safer environment for the caller and first responders.
- Provide additional information to the 9-1-1 Telecommunicator, which would otherwise be unknown to first responders arriving on the scene.

What are the possible outcomes of police interventions?

- Crisis Intervention Team (CIT) Assessment – Once a CIT arrives on scene, he/she will assess the situation for risk and/or suicidal (SI) or homicidal (HI) ideations.
 - **Limited Role of Police** – When or if CIT is witness to or views evidence indicating the individual has expressed SI, HI, psychosis, or other symptoms indicating the individual is a danger to themselves or others. If the CIT determines the citizen is in need of an involuntary mental health intervention, the CIT will follow EPPD policy regarding Emergency Detention Orders (EDO). If the CIT staff determines the individual does not meet the criteria for an EDO, CIT can complete an in-field assessment to the following; inpatient hospitalization for stabilization, Extended Observation Unit, outpatient linkage to EHN services with crisis hotline follow up, or offering resource package for community support.
 - **MCOT requests, transport to Crisis/EOU or transport to an emergency department** – If a client is unable to be assessed in the field, the patrol officer or CIT will follow EPPD policy regarding when to request MCOT. The patrol officer or CIT may also transport the client to EHN's Crisis Unit/Extended Observation Unit (EOU) or an appropriate Hospital Emergency Room.
 - **Crime** – If the responding police unit determines a crime was committed, officers will complete a report as per policy. If the individual who committed the crime is still on scene, officers may arrest the individual as per Department policy.
 - **Warrant** – Officers may arrest wanted individuals even if the individual was not involved in criminal activity at the time. If a caller asks if officers will arrest him/her due to a warrant, the CS will inform the caller officers have discretion on making arrests.

The following are **Guidelines** used to determine whether a 9-1-1 call is appropriate for CS intervention. **Guidelines are subject to change.**

CS Intervention Exclusionary Criteria:

- An individual in **physical possession** of firearms, knives, or any other weapons (i.e., simply having a weapon in the home is not a disqualifier)
- An individual under the influence of alcohol or drugs requiring medical clearance
- An individual in the process of hurting/killing self or threatening to hurt/kill others
- An individual requiring medical attention because of a self-inflicted injury
- An individual with known violent tendencies or exhibiting violent behavior
- When the caller in crisis or another individual on the scene has committed a violent crime (e.g., family violence assault)

A CS can be conference into a call that meets CS Intervention Exclusionary criteria at the discretion of the 9-1-1 Telecommunicator.

Calls Appropriate for 9-1-1 Diversion:

- Callers experiencing a Mental Health (MH) crisis and **NOT** actively attempting suicide or physically violent toward themselves or others.

- Callers indicating there is a verbal dispute or disturbance only with a MH component, which a Crisis Specialist can potentially resolve with intervention and there is no risk of violence.
- Callers requesting police due to psychosis or an altered mental state and are **NOT** physically violent towards themselves or others.
- Parent requesting police due to their child having behavioral issues, regardless of whether the child has a known MH diagnosis. Child behavioral issues can involve a MH related component.
- Parents requesting police to assist with child discipline or “parenting” issues.
- Repeat callers with an established MH history in the previous events.
- Callers experiencing a MH crisis and requesting a Crisis Intervention Team (CIT) and the call is transfer eligible. ***Telecommunicators will not provide the option of a CIT; Telecommunicators will transfer the caller to the Crisis Specialist.***
- Callers experiencing a MH crisis and the call does not meet the transfer criteria, if the 9-1-1 Telecommunicator believes a Crisis Specialist could assist in de-escalation efforts prior to the officer’s arrival.
- Third party callers concerned about the welfare of someone who has a known or potential mental health history, or who is potentially suffering a mental health crisis.
- 9-1-1 Telecommunicators can conference a Crisis Specialist as a consult during a 9-1-1 call when the caller is experiencing a mental health crisis and the call does not meet 9-1-1 Diversion transfer criteria.
- 9-1-1 Telecommunicators can transfer repeat callers that might not otherwise trigger necessity for transfer for mental health or behavioral health if they suspect a possible mental health issue.

Additional Call Ineligible for 9-1-1 Diversion:

- 9-1-1 calls received as a transfer from the Crisis Hot Line, hospitals, or minor emergency clinics.
- Incidents involving a violent crime.
- Incidents involving physical violence toward any person.
- Incidents involving public nudity, public lewdness, or Indecent Exposure.
- Incidents involving a potential of bodily injury or death to any person.
- Incidents involving domestic violence, or which have the potential to escalate to domestic violence.

9-1-1 Telecommunicators

Telecommunicators will ask the following MH screening question in an attempt to identify a potential MH component and obtain further MH information to convey to officers before officers arrive on scene to improve the safety of the person in crisis and the officer.

- “Are you aware or does it appear the subject is suffering a mental health crisis?”
- Does the subject have any weapons readily available?
- Does the subject appear to be under the influence of alcohol or drugs to the extent requiring medical assistance?
- Is the subject threatening to harm himself, herself, or someone else and has the means and intent?
- Has the subject committed a violent crime, e.g., assault?

Telecommunicators should listen carefully for key words or phrases indicating a possible mental health condition, such as:

- “I’m concerned he may harm himself.”
- “She has hurt herself before.”
- “He’s acting despondent.”
- “Rambling or not making sense” - whether it be first or third party

Telecommunicators will ask the MH screening question for the following call types:

- Disturbance calls
- Domestic calls

9-1-1 telecommunicators step by step protocol to transfer call to CS

CS Responsibilities

Upon transfer of a call from the 9-1-1 Telecommunicator, the CS will:

Follow CS CAD procedure.

1. Provide de-escalation and telephonic intervention services including safety planning and assessment.
2. Complete lethality assessments to determine suicidal and homicidal ideations per American Association of Suicidology and Information Item V standards.
3. Complete any necessary follow-up calls to maintain safety of caller.
Provide documentation to report call outcome and referral for completed call.

Reporting

EHN will collect data to include:

- Hotline Lethality Screenings for review and outcomes
- 1. Call Distribution Reporting
- Call volume, answer rate, abandonment rate

Program Analysis

The CCD program requires continuous analysis to ensure the protocol and data collection is effective and efficient. Continuous program analysis includes:

- Daily communication with the CSs by the Team Leads, Program Manager and/or the Program Director
- Weekly review of call distribution, call volume, answer rate, availability rate, short-long abandonment rate and staffing ratios by Program Manager and/or Program Director.

- Weekly call review conducted by Team Leads.
- Weekly or Monthly data review between 9-1-1 and CCD program leads.
- 9-1-1 will forward a select sample of calls to EHN for quality assurance purposes.

Notes; Things to Consider

Reference to types of mental health related calls

Non-Emergency

1. Habitual callers that call the non-emergency line to avoid getting cited for 911 abuse. These callers typically only ramble and get upset when interrupted by operator.
2. Callers requesting officers for other calls that might include a subject with a mental health issue.

9-1-1 Operator

1. Habitual callers that ramble and have an established history, these callers usually do not make sense and might get upset if interrupted.
2. Habitual callers with an established MH history who report non mental health related crimes such as “people on their roof” “someone breaking into their home” “children missing or in danger”.
3. Domestic events where caller is reporting a violent family member having mental health episode. Situations on subject’s behavior vary; subjects may be destroying property, threatening themselves or other family members, or just not acting right. The 911 call taker should determine if the call is appropriate to be sent to the diversion program or if response is necessary.
4. 3rd party callers or passerby callers reporting an unknown person suffering mental health crisis.
5. 3rd party callers reporting a known person with a mental health crisis such as possible suicidal ideations.
6. Calls from other EHN specialists, veteran crisis hotlines, outside agencies or national crisis hotlines reporting a caller with a mental health crisis.
7. Welfare checks requested by mental health facilities due to the patient’s mental history and not showing up to appointments or leaving appointment in distress but no suicidal ideations mentioned.
8. Welfare checks requested and threats reported by FT. Bliss due to a soldier with mental health problems. Soldier may have not reported to base or voiced suicidal ideations.
9. 3rd party caller reporting suicide threats seen on social media platforms. Information may be limited.

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

Interlocal Agreement – City of El Paso and Emergence Health Network for the Operation of the Crisis Intervention Team (“CIT”)

Assistant Chief Peter Pacillas, Lt. Robert Pisarcik, and
Isaura Valdez



Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

Strategic Goal Alignment

Goal 2 - Set Standard for a Safe & Secure City

- 2.1 Maintain standing as one of the nation's top safest cities
- 2.3 Increase public safety operational efficiency

Crisis Intervention Team ("CIT") Implementation

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

- In 2018, CIT was established to provide a safer, more effective response to incidents involving persons in suspected mental health crisis and situations involving persons with a diagnosed or suspected mental illness and/or intellectual disability.
- Community Partnership
 - EPPD provided a letter of support to Emergence Health Network ("EHN") for the Mental Health Grant Program. EHN was awarded \$5,875,970.
 - Entered into an Interlocal Agreement December 2018, pairing PD with a mental health professional from EHN when responding to mental health calls.

Funding

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

- FY 2018 \$315,000 for Police Trainees
- FY 2019 \$969,206 funded by the City, \$728,902 funded by EHN grant. EHN funded the first six months of the CIT program.
- City Funded:
 - FY2020- \$1,886,519
 - FY2021- \$2,005,183
 - FY2022- \$3,239,338
 - FY2023- \$3,580,970

Current Interlocal Agreement (IA)

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

- EHN provided grant funds for the start up costs of the CIT program.
\$728,902 for six months
- After the first six months, the City agreed to reimburse to EHN the cost of funding EHN personnel assigned to CIT
 - However, in FY2020 and FY2021, EHN used grant funds to pay for their personnel
 - EHN reimbursement began in FY2022

**Emergence Health Network
EHN CIT Staffing Table
FY 2020
Paid By City of El Paso***

CIT Estimated Costs
Post Compensation Study, Full year estimate

Position	FTE's	Gross Salary	Fringe 26.29%	FY 2019	FY 2020
Director/Manager (LPHA)	1	\$ 72,270	18,998	\$ 91,268	91,268
Program Supervisor	2	\$ 62,429	16,411	\$ 157,679	157,679
LPHA	2	\$ 53,929	14,176	\$ 136,211	136,211
Sr. Caseworker	8	\$ 40,819	10,730	\$ 412,393	412,393
LPC-I **	4	\$ 44,367	11,663	\$ 224,119	248,270
Shift Differential for 24/7 units				48,180	48,180
Total				\$ 1,069,849	\$ 1,094,001
Administrative Fee 10%				106,985	109,400
Grand Total				\$ 1,176,834	\$ 1,203,401

* After the first six (6) months from the effective date of the Agreement continuing through fiscal year 2019, City of El Paso will reimburse EHN the cost of EHN Personnel. Thereafter, reimbursement of EHN personnel is subject to Article F(2)(c) of this Agreement.

** FY 2020 includes increase for 2 LPC-I's for licensure

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

Current Contract Expense

- Total FY22 Expenses \$1,021,461.42
 - A savings of \$181,939.58 from authorized EHN contract of \$1,203,401.

Invoice	Amount
September 1, 2021	73,371.78
October 1, 2021	95,283.88
November 1, 2021	82,108.93
December 1, 2021	74,110.58
January 1, 2022	91,460.94
February 1, 2022	132,864.59
March 1, 2022	87,738.40
April 1, 2022	101,926.11
May 1, 2022	72,849.41
June 1, 2022	66,349.72
July 1, 2022	79,659.16
August 1, 2022	63,737.92
Total Expenses	\$ 1,021,461.42
Current EHN Contract (expired Nov 2022)	\$ 1,203,401.00
Savings	\$ 181,939.58

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.



EHN Proposed Contract Changes

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

- EHN Proposed contract cost **\$1,717,641.26**
- This is a 42.73% or \$541,220.59 increase from the original contract
- Salary increases \$143,903
- Increased staffing from 17 to 22 positions.
 - Added five CIT Specialist - \$285,116
- Added Holiday Pay \$19,220.40
- Added Overtime \$20,627.43
- Clarify Duties and Responsibilities of each party

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

Current Contract			New Rates Proposed by EHN				
Position	FTE	Salary	Position	FTE	Salary	Dollar Variance	% Variance
Director/Manager	1	\$ 91,269.78	Director of Crisis Intervention Team	1	\$ 107,052.57	15,782.79	17.29%
Program Supervisor	1	\$ 78,841.58	Program Manager of CIT	1	\$ 97,366.50	18,524.92	23.50%
Program Supervisor	1	\$ 78,841.58	Program Manager of CIT	1	\$ 97,366.50	18,524.92	23.50%
LPHA	1	\$ 68,106.93	CIT Lead Therapist	1	\$ 91,044.00	22,937.07	33.68%
LPHA	1	\$ 68,106.93	CIT Lead Therapist	1	\$ 91,044.00	22,937.07	33.68%
Senior Case Worker	1	\$ 51,550.32	CIT Specialist	1	\$ 55,280.33	3,730.02	7.24%
Senior Case Worker	1	\$ 51,550.32	CIT Specialist	1	\$ 55,280.33	3,730.02	7.24%
Senior Case Worker	1	\$ 51,550.32	CIT Specialist	1	\$ 63,091.37	11,541.05	22.39%
Senior Case Worker	1	\$ 51,550.32	CIT Specialist	1	\$ 55,280.33	3,730.02	7.24%
Senior Case Worker	1	\$ 51,550.32	CIT Specialist	1	\$ 57,988.89	6,438.58	12.49%
Senior Case Worker	1	\$ 51,550.32	CIT Specialist	1	\$ 55,280.33	3,730.02	7.24%
Senior Case Worker	1	\$ 51,550.32	CIT Specialist	1	\$ 71,643.81	20,093.50	38.98%
Senior Case Worker	1	\$ 51,550.32	CIT Specialist	1	\$ 63,091.37	11,541.05	22.39%
LPC-1	1	\$ 68,103.92	CIT Specialist	1	\$ 55,280.33	(12,823.58)	-18.83%
LPC-1	1	\$ 68,103.92	CIT Specialist	1	\$ 55,280.33	(12,823.58)	-18.83%
LPC-1	1	\$ 56,031.08	CIT Specialist	1	\$ 55,280.33	(750.75)	-1.34%
LPC-1	1	\$ 56,031.08	CIT Specialist	1	\$ 63,091.37	7,060.28	12.60%
			CIT Specialist	1	\$ 55,280.33	55,280.33	100.00%
			CIT Specialist	1	\$ 57,458.80	57,458.80	100.00%
			CIT Specialist	1	\$ 57,458.80	57,458.80	100.00%
			CIT Specialist	1	\$ 57,458.80	57,458.80	100.00%
			CIT Specialist	1	\$ 57,458.80	57,458.80	100.00%
			Holiday Pay		\$ 19,220.40	19,220.40	100.00%
Shift Differential		\$ 48,180.00	Shift Differential		\$ 46,786.50	(1,393.50)	-2.89%
			Overtime		\$ 20,627.43	20,627.43	100.00%
Total Salary Costs	17	\$ 1,094,019.34	Total Salary Costs	22	\$ 1,561,492.61	\$ 467,473.27	42.73%
10% Indirect Cost		\$ 109,401.93	10% Indirect Cost		\$ 156,149.26	\$ 46,747.33	42.73%
Total Contract Cost		\$ 1,203,421.27	Total Contract Cost		\$ 1,717,641.87	\$ 514,220.59	42.73%

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

Interlocal Agreement – City of El Paso and Emergence Health Network – 911 Call Diversion Program

Fire Chief Jonathan Killings

EHN 911 Operations Agreement

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

- To establish a mechanism for diversion of mental health crisis calls from the 911 system to EHN in the response to mental health emergencies within the city of El Paso.
- EHN already has an agreement with the El Paso County 911 District to operate a 988 hotline and a local mental health crisis/911 diversion service.
- The 911 call diversion program will divert mental health crisis calls to a specially trained team of 6 mental health clinicians per shift, staffed 24 hours, freeing up critical emergency resources.



EHN 911 Operations Agreement

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

- The program will come at no cost to the city with EHN operating out of the 911 communications center supporting the 988 hotline.
- Call triaging will determine the involvement of the mental health clinicians. The expectation is there will be some level of involvement with every mental health call, however the high acuity calls will be handled as emergencies with de-escalation from EHN staff.

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

Questions?



Mission

Deliver exceptional services to support a high quality of life and place for our community



Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



Values

Integrity, Respect, Excellence, Accountability, People

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.



Legislation Text

File #: 23-205, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Fire, Chief Jonathan P. Killings, (915) 493-5609

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action that the Mayor be authorized to sign an Interlocal Agreement (the "Agreement") by and between the City of El Paso ("City") and County of El Paso, Texas ("County") for funding of the Office of Emergency Management ("OEM") from November 1, 2022 through October 31, 2023, subject to automatic renewal for four (4) additional one (1) year periods. The total costs and expenses for the Office of Emergency Management is presently \$818,353.46; pursuant to the Agreement, the City will pay 79% (\$646,499.23), the County shall assume 21% (\$171,854.23). For each additional renewal year thereafter, the City's corresponding percentage shall decrease by 1%, and the County's percentage shall increase by 1%.

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

DEPARTMENT: Fire Department

AGENDA DATE: February 7, 2023

PUBLIC HEARING DATE: n/a

CONTACT PERSON NAME AND PHONE NUMBER: Mario D'Agostino, (915) 212-5605

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL:

SUBJECT:

That the Mayor be authorized to sign an Interlocal Agreement (the "Agreement") by and between the City of El Paso ("City") and County of El Paso, Texas ("County") for funding of the Office of Emergency Management ("OEM") from November 1, 2022 through October 31, 2023, subject to automatic renewal for four (4) additional one (1) year periods. The total costs and expenses for the Office of Emergency Management is presently \$818,353.46; pursuant to the Agreement, the City will pay 79% (\$646,499.23), the County shall assume 21% (\$171,854.23). For each additional renewal year thereafter, the City's corresponding percentage shall decrease by 1%, and the County's percentage shall increase by 1%.

BACKGROUND / DISCUSSION:

The purpose of this agreement is to ensure coordination and mutual understanding and communication between the City and the County during emergency situations; and this Agreement for interlocal cooperation between the Parties to provide emergency management coordination for the City and the County is necessary for the mutual advancement of the safety and general welfare of the citizens of both jurisdictions concerned.

PRIOR COUNCIL ACTION:

On June 30, 1987, the City passed a Resolution establishing the El Paso City/County Emergency Management Organization and to mutually select with the County an Emergency Management Coordinator;

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Fire Department

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:

Mario M. D'Agostino

(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 (the "Agreement") by and between the City of El Paso ("City") and County of El Paso, Texas ("County") for funding of the Office of Emergency Management ("OEM") from November 1, 2022 through October 31, 2023, subject to automatic renewal for four (4) additional one (1) year periods. The total costs and expenses for the Office of Emergency Management is presently \$818,353.46; pursuant to the Agreement, the City will pay 79% (\$646,499.23), the County shall assume 21% (\$171,854.23). For each additional renewal year thereafter, the City's corresponding percentage shall decrease by 1%, and the County's percentage shall increase by 1%.

PASSED and APPROVED this _____ day of _____, 2023.

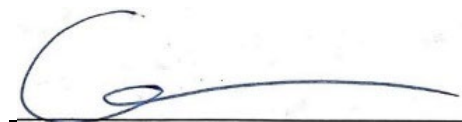
CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Carlos L. Armendariz
Assistant City Attorney

APPROVED AS TO CONTENT:



Mario M. D'Agostino, Deputy City Manager
Public Health & Safety

STATE OF TEXAS)
)
COUNTY OF EL PASO) INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into on the last listed approved date below between the CITY OF EL PASO, TEXAS (“City”) and the COUNTY OF EL PASO, TEXAS ("County") by and through their duly authorized officials, individually referred to as “Party” and collectively as “Parties”, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, on March 16, 1987, the County passed Commissioners Court Order No. 6 and on May 26, 1987, the City passed Ordinance No. 009039, establishing programs of comprehensive emergency management including mitigation, preparedness, response and recovery phases, authorizing the appointment of an Emergency Management Coordinator, among otherthings; and

WHEREAS, on June 30, 1987, the City passed a Resolution establishing the El Paso City/County Emergency Management Organization and to mutually select with the County an Emergency Management Coordinator; and

WHEREAS, the City and County find that vulnerability to many potential hazards is shared by residents of both the City and the County; and

WHEREAS, Texas Government Code Sec. 418.108, titled Declaration of Local Disaster, provides in part that a declaration of local disaster activates the appropriate recovery and rehabilitation aspects of all applicable local or interjurisdictional emergency management plans and authorizes the furnishing of aid and assistance under the declaration; and

WHEREAS, Texas Government Code Sec. 418.108 provides for certain authority and functions of a county judge or mayor during local disasters and specifies that to the extent of a conflict between decisions of the county judge and the mayor, the decision of the county judge prevails regarding evacuation and movement of persons as provided by subsections (f) and (g); and

WHEREAS, given the unique circumstances that encompass the County’s jurisdiction that reaches rural communities, it is necessary to outline a scope of services that will ensure strategic communication to meet County specific needs; and

WHEREAS, the purpose of this agreement is to ensure coordination and mutual understanding and communication between the City and the County during emergency situations; and

WHEREAS, this Agreement for interlocal cooperation between the Parties to provide emergency management coordination for the City and the County is necessary for the mutual advancement of the safety and general welfare of the citizens of both jurisdictions concerned; and

FOR THESE REASONS, and in consideration of the mutual promises contained in this

Agreement, the County and the City mutually agree as follows:

1. SCOPE OF SERVICES.

- 1.1 The City shall perform the following services under the terms and conditions hereinafter stated:
 - 1.1.1 Hire an Emergency Management Coordinator;
 - 1.1.2 Hire an Assistant Emergency Management Coordinator;
 - 1.1.3 Ensure that the Emergency Management Basic Plan for the City and County of El Paso (“Plan”), including all associated annexes, are current in accordance with the guidelines provided by the State of Texas Department of Emergency Management. In addition, the City, prior to finalizing or amending the Plan and associated annexes, shall meet in person or via videoconference with designated County liaisons or their designees to review and seek County input;
 - 1.1.4 After consultation with the County as outlined under 1.1.3, the City shall provide a work session on the finalized or amended Plan and associated annexes;
 - 1.1.5 Maintain the Emergency Operations Center (EOC), both primary and alternate, in a state of readiness for immediate use during emergencies and/or disasters;
 - 1.1.6 Maintain contact lists of individuals required to staff the Emergency Operations Center during emergencies and/or disasters;
 - 1.1.7 Provide training and conduct exercises to assist both the City and County EOC staff and first responders in preparing for man-made or natural disasters and/or emergencies; training will incorporate an evaluation and corrective action program;
 - 1.1.8 Assume the operating costs of the Office of Emergency Management, which includes the EOC, as described in Section 4 for this Agreement;
 - 1.1.9 Provide continued maintenance and operation of the regional Joint Mobile Command Vehicle (JMCV), Mobile Operations Center (MOC) and mobile EOC trailer;
 - 1.1.9.1 In the event the City receives a request for aid from the County, the City, to the degree it is able, will make available the necessary personnel and supplies. The City should immediately inform the County if the assistance cannot be rendered when requested;

- 1.1.9.2 Given the unique circumstances of the County’s jurisdiction, which includes rural communities, the City shall consult and coordinate with the County to align strategies to assist in furnishing aid in the amount and type of supplies, materials, equipment and number of personnel to be furnished to the County.
 - 1.1.10 Identify and evaluate natural, technological, and human-caused threats within the County, establish capability targets, and identify capability gaps;
 - 1.1.11 Upon the request of the County, provide guidance for the County to develop and maintain their continuity of government and continuity of operations plans. Such guidance may include training and review of continuity of government and continuity of operations plans;
 - 1.1.12 Maintain a FEMA approved, multi-jurisdictional hazard mitigation action plan for the County;
 - 1.1.13 Review and update as needed mutual aid agreements, contractual service agreements, memoranda of understanding, or regional or other arrangements that provide additional resources;
 - 1.1.14 Provide an emergency preparedness public education program; and
 - 1.1.15 Provide communications, alerts, notification and warning capabilities for emergencies/disasters;
 - 1.1.16 Provide comprehensive reports and updates via a thorough and comprehensive presentation in the format of a PowerPoint or similar program to the County Commissioners Court during a public meeting at least once a quarter, and more often if requested by the County.
 - 1.1.17 Provide situational reports and operational updates during times of emergencies and disasters with the County;
 - 1.1.18 Pursuant to Texas Government Code Section 418.108, maintain high level and regular communications and briefings with the County Judge on emergency matters and emergency preparedness.
- 1.2 The County shall perform the following services under the terms and conditions hereinafter stated:
- 1.2.1 Pay the operating costs of the Office of Emergency Management, as described in Section 4 of this Agreement;
 - 1.2.2 Ensure that the County and any County departments having responsibility for any portion of the Plan, as mandated by the Plan, makes best efforts to timely participate in the development and completion of said work;

- 1.2.3 Participate in EOC and emergency management training and exercises;
- 1.2.4 Provide personnel that have responsibility for any portion of the Plan to staff and operate the EOC during emergencies and/or disasters;
 - 1.2.4.1 The County Judge's Office in coordination with the El Paso County Chief Administrator shall designate and assign certain County staff as liaisons for purposes of fulfilling and effectuating provisions contained in this Agreement.
- 1.2.5 During emergencies and/or disasters, provide trained Public Information Officers to staff the Joint Information Center;
- 1.2.6 The County will maintain a Continuity of Government Plan and Continuity of Operations Plans for County departments;
- 1.2.7 Maintain personnel rosters, training records, equipment inventories, and other resources needed during emergencies and/or disasters;
- 1.2.8 Maintain mutual aid agreements, contractual service agreements, memoranda of understanding, or regional or other arrangements that provide additional resources;
- 1.2.9 The County, in any request for aid under this Agreement, will specify the location and number of equipment and personnel to be dispatched;
- 1.2.10 In the event the County receives a request for aid from the City, the County, to the degree it is able, will make available the necessary personnel and supplies. The County should immediately inform the City if the assistance cannot be rendered when requested; and
- 1.2.11 To the extent allowed by law, the County agrees to issue all orders necessary to give the City of El Paso and City of El Paso personnel jurisdiction to provide emergency response training and response operations in the County pursuant to the terms of this Agreement.
- 1.3 Nothing within the terms of this Agreement shall require the City to purchase additional equipment, purchase or lease real property, or hire additional personnel.
- 1.4 The City agrees that it will keep accurate records of all services provided to the County pursuant to this Agreement as part of its routine data collection processes and shall report such activities to the County on a quarterly basis in addition to the information required under 1.1.16 of this Agreement.
- 1.5 It is understood and agreed to between the Parties that any portion of this Agreement providing for the delivery of emergency management coordination and other services for which appropriate legal authority has not been granted to the City or County, shall be null and void and of no force and effect, and the City or County shall not be obligated

to provide those services.

2. **LOCATION OF PERFORMANCE.** The place where such services are to be performed is the City of El Paso and County of El Paso, Texas unless either Party establishes their own emergency management programs during the terms of this Agreement, and seeks to terminate this Agreement pursuant to Section 8.

3. **TIMES OF PERFORMANCE.** The terms of this Agreement shall commence on November 1, 2022 and shall end on October 31, 2023, regardless of the execution date of this Agreement. The Agreement shall be subject to automatic renewal for four (4) additional one (1) year periods unless this Agreement is terminated as provided for herein.

Services provided prior to November 1, 2022 shall be under terms and conditions as outlined in the previous interlocal agreement and subsequent amendments in place, County contract numbers 2013-0391 and 2018-0013.

4. **COMPENSATION.**

4.1 The total costs and expenses for the Office of Emergency Management is presently \$818,353.46. The City agrees to assume 79% of the operating costs of the Office of Emergency Management for the initial term of the Contract and then assume responsibility as described in section 4.1.1 below.

4.1.1 Notwithstanding Section 4.2 below, and subject to the automatic renewal provision of Section 3 of this Agreement, the City's percentage obligation of operating costs shall be according to the following schedule:

- November 1, 2023-October 31, 2024: 78% of the operating costs of the Office of Emergency Management
- November 1, 2024-October 31, 2025: 77% of the operating costs of the Office of Emergency Management
- November 1, 2025-October 31, 2026: 76% of the operating costs of the Office of Emergency Management
- November 1, 2026-October 31, 2027: 75% of the operating costs of the Office of Emergency Management

4.2 The County agrees to pay to the City a fee in the amount of \$171,854.23, for the initial term (November 1, 2022 through October 31, 2023) of the Agreement; said amount constitutes 21% of the total actual costs and expenses for the Office of Emergency Management.

4.2.1 Notwithstanding Section 4.1 above, and subject to the automatic renewal provision of Section 3 of this Agreement, the County agrees to pay the City according to the following pay schedule:

- November 1, 2023-October 31, 2024: Fee of 22% of the total actual costs and expenses with an estimated impact of \$180,037.76
- November 1, 2024-October 31, 2025: Fee of 23% of the total actual costs and expenses with an estimated impact of \$188,221.30
- November 1, 2025-October 31, 2026: Fee of 24% of the total actual costs and expenses with an estimated impact of \$196,404.83
- November 1, 2026-October 31, 2027: Fee of 25% of the total actual costs and expenses with an estimated impact of \$204,588.37

4.3 All fees described in this Section 4 are subject to review on an annual basis and any change shall require the written approval of the governing bodies of each Party to this Agreement.

4.3.1 The total costs and expenses for the Office of Emergency Management listed in Section 4.1 may not be changed without the written approval of the County.

4.4 The Parties acknowledge that the funds paid by the County pursuant to Section 4.2 or 4.3 above may not be sufficient in the event of an unexpected occurrence such as the declaration of a local, state or national emergency or a natural or man-made disaster in the jurisdictional area of the County. The City shall contact the County's Chief Administrator to discuss and negotiate any additional costs that the County will need to pay to defray the resulting expenses; when applicable, the cost per service shall be governed by Schedule C of the City's approved Budget.

5. **PAYMENTS PURSUANT TO THIS AGREEMENT.** The City shall invoice the County on an annual basis by November 1. Payment is due to the City within sixty (60) days of delivery of the invoice. All payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: City of El Paso Financial Services, P.O. Box 1890, El Paso, TX 79901, or to such other address as provided by the City without the need to amend this Agreement.

6. **LAW GOVERNING CONTRACT.** For purposes of determining the law governing the 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.

6.1 **Orders.** The County shall provide copies of all of the County of El Paso, Texas Orders issued with regard to emergency management operations upon execution of this Agreement and as requested by the City, and shall provide such Orders subsequently adopted by the El Paso County Commissioners Court during the term of this Agreement within five (5) days of the issuance of said Order.

6.2 **Privileges and Immunities.** All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City and the County when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement.

6.3 **Governmental Function.** The Parties expressly agree that, in all things relating to this Agreement, the City and County are performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City and County which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

7. **EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES.** Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER THE CITY NOR THE COUNTY ARE LIABLE TO ANY OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY OR THE COUNTY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

7.1 **Maximum Aggregate Liability.** Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, IN NO EVENT SHALL THE CITY'S OR THE COUNTY'S AGGREGATE LIABILITY TO ANY OTHER PARTY (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY THE PARTY), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNT OF CONSIDERATION ACTUALLY PAID TO THE CITY UNDER THE TERMS OF THIS AGREEMENT.

7.2 **Intentional Risk Allocation.** Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.

8. **TERMINATION & NOTICE.**

- 8.1 This Agreement may be terminated in whole or in part by either party for convenience or cause upon one hundred twenty (120) days written notice to the other Party at the following addresses, or at such other address as either Party may provide in writing to the other as the current mailing address. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.
- 8.2 Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below, or to such other address as provided in writing by the parties without the need to formally amend this Agreement:

CITY: City of El Paso Attn:
City Manager PO
Box 1890
El Paso, Texas 79950-1890

COPY TO: City of El Paso Fire Department
Attn: Fire Chief
416 N. Stanton, Ste. 200 El
Paso, Texas 79901

Office of Emergency Management
Attn: Emergency Management Coordinator
6055 Threadgill
El Paso, Texas 79924

COUNTY: County of El Paso
Attn: County Judge 500
E. San Antonio
El Paso, Texas 79901

9. **GENERAL TERMS.**

- 9.1 **Independent Contractors.** The County and the City are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the County nor the City nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.
- 9.2 **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party, and such consent will not be unreasonably withheld.
- 9.3 **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality

or invalidity shall not affect the validity of the remainder of this Agreement.

- 9.4 **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- 9.5 **Compliance with Laws.** The Parties agree that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, the parties reserve the right to notify the other party in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- 9.6 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.
- 9.7 **Entire Agreement; Amendments.** This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

(Signatures appear on following page)

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

APPROVED this ____ **day of** _____, **2023.**

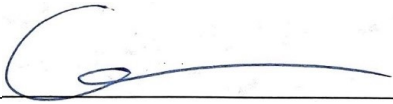
CITY OF EL PASO

Oscar Lesser, Mayor

ATTEST:

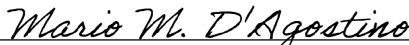
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Carlos L. Armendariz
Assistant City Attorney

APPROVED AS TO CONTENT:



Mario M. D'Agostino, Deputy City Manager
Public Health & Safety

(Signatures continue on the following page)

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

COUNTY OF EL PASO

Ricardo A. Samaniego

County Judge Ricardo A. Samaniego

APPROVED this 5th day of December, 2022.

ATTEST:

APPROVED AS TO LEGAL FORM ONLY:

Delia Briones

Delia Briones, County Clerk

Christina Sanchez

Christina Sanchez, Assistant County Attorney

APPROVED AS TO CONTENT:

Betsy Keller

Betsy Keller, El Paso County Chief Administrator

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

Interlocal Agreement – City of El Paso and Emergence Health Network for the Operation of the Crisis Intervention Team (“CIT”)

Assistant Chief Peter Pacillas, Lt. Robert Pisarcik, and
Isaura Valdez



Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

Strategic Goal Alignment

Goal 2 - Set Standard for a Safe & Secure City

- 2.1 Maintain standing as one of the nation's top safest cities
- 2.3 Increase public safety operational efficiency

Crisis Intervention Team ("CIT") Implementation

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

- In 2018, CIT was established to provide a safer, more effective response to incidents involving persons in suspected mental health crisis and situations involving persons with a diagnosed or suspected mental illness and/or intellectual disability.
- Community Partnership
 - EPPD provided a letter of support to Emergence Health Network ("EHN") for the Mental Health Grant Program. EHN was awarded \$5,875,970.
 - Entered into an Interlocal Agreement December 2018, pairing PD with a mental health professional from EHN when responding to mental health calls.

Funding

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

- FY 2018 \$315,000 for Police Trainees
- FY 2019 \$969,206 funded by the City, \$728,902 funded by EHN grant. EHN funded the first six months of the CIT program.
- City Funded:
 - FY2020- \$1,886,519
 - FY2021- \$2,005,183
 - FY2022- \$3,239,338
 - FY2023- \$3,580,970

Current Interlocal Agreement (IA)

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

- EHN provided grant funds for the start up costs of the CIT program.
\$728,902 for six months
- After the first six months, the City agreed to reimburse to EHN the cost of funding EHN personnel assigned to CIT
 - However, in FY2020 and FY2021, EHN used grant funds to pay for their personnel
 - EHN reimbursement began in FY2022

**Emergence Health Network
EHN CIT Staffing Table
FY 2020
Paid By City of El Paso***

CIT Estimated Costs
Post Compensation Study, Full year estimate

Position	FTE's	Gross Salary	Fringe 26.29%	FY 2019	FY 2020
Director/Manager (LPHA)	1	\$ 72,270	18,998	\$ 91,268	91,268
Program Supervisor	2	\$ 62,429	16,411	\$ 157,679	157,679
LPHA	2	\$ 53,929	14,176	\$ 136,211	136,211
Sr. Caseworker	8	\$ 40,819	10,730	\$ 412,393	412,393
LPC-I **	4	\$ 44,367	11,663	\$ 224,119	248,270
Shift Differential for 24/7 units				48,180	48,180
Total				\$ 1,069,849	\$ 1,094,001
Administrative Fee 10%				106,985	109,400
Grand Total				\$ 1,176,834	\$ 1,203,401

* After the first six (6) months from the effective date of the Agreement continuing through fiscal year 2019, City of El Paso will reimburse EHN the cost of EHN Personnel. Thereafter, reimbursement of EHN personnel is subject to Article F(2)(c) of this Agreement.

** FY 2020 includes increase for 2 LPC-I's for licensure

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

Current Contract Expense

- Total FY22 Expenses \$1,021,461.42
 - A savings of \$181,939.58 from authorized EHN contract of \$1,203,401.

Invoice	Amount
September 1, 2021	73,371.78
October 1, 2021	95,283.88
November 1, 2021	82,108.93
December 1, 2021	74,110.58
January 1, 2022	91,460.94
February 1, 2022	132,864.59
March 1, 2022	87,738.40
April 1, 2022	101,926.11
May 1, 2022	72,849.41
June 1, 2022	66,349.72
July 1, 2022	79,659.16
August 1, 2022	63,737.92
Total Expenses	\$ 1,021,461.42
Current EHN Contract (expired Nov 2022)	\$ 1,203,401.00
Savings	\$ 181,939.58

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.



EHN Proposed Contract Changes

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

- EHN Proposed contract cost **\$1,717,641.26**
- This is a 42.73% or \$541,220.59 increase from the original contract
- Salary increases \$143,903
- Increased staffing from 17 to 22 positions.
 - Added five CIT Specialist - \$285,116
- Added Holiday Pay \$19,220.40
- Added Overtime \$20,627.43
- Clarify Duties and Responsibilities of each party

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

Current Contract			New Rates Proposed by EHN				
Position	FTE	Salary	Position	FTE	Salary	Dollar Variance	% Variance
Director/Manager	1	\$ 91,269.78	Director of Crisis Intervention Team	1	\$ 107,052.57	15,782.79	17.29%
Program Supervisor	1	\$ 78,841.58	Program Manager of CIT	1	\$ 97,366.50	18,524.92	23.50%
Program Supervisor	1	\$ 78,841.58	Program Manager of CIT	1	\$ 97,366.50	18,524.92	23.50%
LPHA	1	\$ 68,106.93	CIT Lead Therapist	1	\$ 91,044.00	22,937.07	33.68%
LPHA	1	\$ 68,106.93	CIT Lead Therapist	1	\$ 91,044.00	22,937.07	33.68%
Senior Case Worker	1	\$ 51,550.32	CIT Specialist	1	\$ 55,280.33	3,730.02	7.24%
Senior Case Worker	1	\$ 51,550.32	CIT Specialist	1	\$ 55,280.33	3,730.02	7.24%
Senior Case Worker	1	\$ 51,550.32	CIT Specialist	1	\$ 63,091.37	11,541.05	22.39%
Senior Case Worker	1	\$ 51,550.32	CIT Specialist	1	\$ 55,280.33	3,730.02	7.24%
Senior Case Worker	1	\$ 51,550.32	CIT Specialist	1	\$ 57,988.89	6,438.58	12.49%
Senior Case Worker	1	\$ 51,550.32	CIT Specialist	1	\$ 55,280.33	3,730.02	7.24%
Senior Case Worker	1	\$ 51,550.32	CIT Specialist	1	\$ 71,643.81	20,093.50	38.98%
Senior Case Worker	1	\$ 51,550.32	CIT Specialist	1	\$ 63,091.37	11,541.05	22.39%
LPC-1	1	\$ 68,103.92	CIT Specialist	1	\$ 55,280.33	(12,823.58)	-18.83%
LPC-1	1	\$ 68,103.92	CIT Specialist	1	\$ 55,280.33	(12,823.58)	-18.83%
LPC-1	1	\$ 56,031.08	CIT Specialist	1	\$ 55,280.33	(750.75)	-1.34%
LPC-1	1	\$ 56,031.08	CIT Specialist	1	\$ 63,091.37	7,060.28	12.60%
			CIT Specialist	1	\$ 55,280.33	55,280.33	100.00%
			CIT Specialist	1	\$ 57,458.80	57,458.80	100.00%
			CIT Specialist	1	\$ 57,458.80	57,458.80	100.00%
			CIT Specialist	1	\$ 57,458.80	57,458.80	100.00%
			CIT Specialist	1	\$ 57,458.80	57,458.80	100.00%
			Holiday Pay		\$ 19,220.40	19,220.40	100.00%
Shift Differential		\$ 48,180.00	Shift Differential		\$ 46,786.50	(1,393.50)	-2.89%
			Overtime		\$ 20,627.43	20,627.43	100.00%
Total Salary Costs	17	\$ 1,094,019.34	Total Salary Costs	22	\$ 1,561,492.61	\$ 467,473.27	42.73%
10% Indirect Cost		\$ 109,401.93	10% Indirect Cost		\$ 156,149.26	\$ 46,747.33	42.73%
Total Contract Cost		\$ 1,203,421.27	Total Contract Cost		\$ 1,717,641.87	\$ 514,220.59	42.73%

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

Interlocal Agreement – City of El Paso and Emergence Health Network – 911 Call Diversion Program

Fire Chief Jonathan Killings



EHN 911 Operations Agreement

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

- To establish a mechanism for diversion of mental health crisis calls from the 911 system to EHN in the response to mental health emergencies within the city of El Paso.
- EHN already has an agreement with the El Paso County 911 District to operate a 988 hotline and a local mental health crisis/911 diversion service.
- The 911 call diversion program will divert mental health crisis calls to a specially trained team of 6 mental health clinicians per shift, staffed 24 hours, freeing up critical emergency resources.



EHN 911 Operations Agreement

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

- The program will come at no cost to the city with EHN operating out of the 911 communications center supporting the 988 hotline.
- Call triaging will determine the involvement of the mental health clinicians. The expectation is there will be some level of involvement with every mental health call, however the high acuity calls will be handled as emergencies with de-escalation from EHN staff.

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

Questions?



Mission

Deliver exceptional services to support a high quality of life and place for our community



Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



Values

Integrity, Respect, Excellence, Accountability, People

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-103, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

*Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.*

All Districts

Museums and Cultural Affairs, Ben Fyffe, (915) 212-1766

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on a Resolution to authorize the City Manager or a designee to enter into contracts and amendments to contracts to carry out the 2023 Public Art Plan.

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

AGENDA DATE: February 7, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ben Fyffe, (915) 212-1766

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

Goal 3: Promote the Visual Image of El Paso

Goal 4: Enhance El Paso's Quality of Life through Recreational, Cultural & Educational Environments

SUBJECT:

Approve a resolution to authorize the City Manager or a designee to enter into contracts and amendments to contracts to carry out the 2023 Public Art Plan

BACKGROUND / DISCUSSION:

By ordinance, MCAD is required to bring to council an annual plan. The plan includes updates on projects in progress and requests for approval on budgets for projects to be initiated in the calendar year.

PRIOR COUNCIL ACTION:

~~Has the Council previously~~ considered this item or a closely related one?

Staff presents the plan annually to Council, in January or February of each year.


AMOUNT AND SOURCE OF FUNDING:

\$648,000 pulled from 2% allocations of 2012 Certificates of Obligation from 2017 and the 2019 Public Safety Bond.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

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

DEPARTMENT HEAD:



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

RESOLUTION

WHEREAS, by way of a Resolution on April 12, 2005, City Council adopted the 2014-2024 Public Art Master Plan dated October 28, 2014, as the primary guideline in determining and appropriating expenditures from the public art fund; and

WHEREAS, under the provisions of the City Code Chapter 2.40 (Department of Museums and Cultural Affairs) Section 2.40.70 (Art in Municipal Places) and Section 2.40.80 (Administration of the Public Art Program and Establishment of the Public Art Committee) the City of El Paso provided for art in municipal places, established a means of funding acquisition or commissioning of art for municipal places and established that the Public Art committee and the Museums and Cultural Affairs Advisory Board shall submit an annual Public Art Plan to the City Council; and

WHEREAS, the 2023 Public Art Plan (the “Plan”) attached hereto as Exhibit “A” was approved by the Public Art Committee (“PAC”) and the Museums and Cultural Affairs Advisory Board (“MCAAB”); and

WHEREAS, the City Council may accept or reject any portion of this Plan; and

WHEREAS, the City Council, having taken into consideration the recommendation of the PAC and MCAAB, determines that the Plan is reasonable and appropriately adopted and that said Plan serves the public purpose of enhancing the quality of life of the citizens of El Paso through the development of fine arts and cultural properties and by encouraging the integration of art in the architecture of municipal structures.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. That the 2023 Public Art Plan, attached hereto, be and is hereby officially adopted.
2. That 2023 Plan includes current art projects in progress initiated in 2021 and new projects to be initiated in Fiscal Year 2023 and on, and describes the planned location, proposed budget, timetable, and artist selection process for each project, and contains updates on public art projects in progress.
3. That adoption of the Plan is fully funded through 2010, 2011, 2012, 2013, 2017, 2018, and 2019 Certificates of Obligation; the 2012 Infrastructure and Quality of Life Bonds; and the 2019 Public Safety Bonds.
4. That the City Manager or a designee is authorized to enter into contracts and amendments to contracts to carry out the Amended Plan as described in Exhibit “A”. If an artist identified in the Plan is unable or unwilling to finalize a contract with the City, then the City Manager is authorized to execute a contract and contract amendments with a new artist as selected by the Museum and Cultural Affairs Department approved by the Public Art Committee.

APPROVED this the _____ day of _____, 2023.

CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Danielle Escontrias

Danielle Escontrias
Assistant City Attorney

APPROVED AS TO CONTENT:



Ben Fyffe, Managing Director
Cultural Affairs & Recreation

(Exhibit “A” on the following page)

Exhibit "A" Public Art Plan 2023									
District	Project	Location	Selection Process	Artist	Appropriated Funds	Additional Allocations	Total Allocations	Timeline	Summary
Project Amendments/New Projects									
4	Metro 31 (Sun Metro Facilities Concrete Repair)	9348 Dyer St.	Invitational Competition	TBD	\$250,000	\$0	\$250,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
6	Ted Houghton Street Reconstruction	1289 Ted Houghton Dr.	Invitational Competition	TBD	\$38,000	\$0	\$38,000	TBD	Artist to be commissioned to work with staff and the community to design and install a public art project.
8	Mesa RTS Montecillo Station	Mesa St. & Argonaut Dr.	Direct Select	Catherine Widgery	\$35,000	\$0	\$35,000	TBD	Previous Artist to be commissioned to continue her work from the initial phase of the project.
3	Chief Allen Memorial	501 Fred Wilson Ave	Direct Select	TBD	\$200,000	\$0	\$200,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
2	Chief Allen Memorial Bust	911 N Raynor St.	Direct Select	TBD	\$125,000	\$0	\$125,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
Public Art Projects in Progress									
2	Acosta Center Mural Replacement	4321 Delta Dr	Direct Select	Gabriel Gaytan	\$18,000	\$0	\$18,000	Apr-23	Local Artist has been commissioned to work with the community to design and install a mural public art project.
8	Arts Festival Plaza Water Wall Improvements	1 Arts Festival Plaza	Invitational Competition	TBD	\$400,000	\$200,000	\$600,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
3	August 3rd Memorial	7500 W H Burgess Dr.	Direct Select	Albert "Tino" Ortega	\$250,000	\$0	\$250,000	Nov-23	Local Artist has been commissioned to work with the community to design, fabricate and install a public art project.
8	Children's Museum Umbrella Canopy	201 W. Main St.	Invitational Competition	FUTUREFORMS	\$1,000,000	\$0	\$1,000,000	May-23	Artist is currently fabricating the art piece which will be integrated into the project.
5	Eastside Regional Park Phase 2 Roundabout	13501 Jason Crandall Dr.	Open Competition	Joshua Wiener	\$95,000	\$0	\$95,000	TBD	Artist is collaborating with design team on the integration of artwork that will be installed at project completion.
5	Eastside Regional Park Phase 2 Memorial	13501 Jason Crandall Dr.	Direct Selection	TBD	\$150,000	\$0	\$150,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
5	Eastside Sports Complex	14380 Montwood Dr	Invitational Competition	TBD	\$400,000	\$0	\$400,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
5	Esperanza Moreno Library Renovation	12480 Pebble Hills Blvd.	Invitational Competition	TBD	\$150,000	\$0	\$150,000	Dec-23	Local Artist has been commissioned to work with the community to design, fabricate and install a public art project.
1	Fire Station 36	1960 N Resler Dr.	Pre-Qualified Artist Pool	Kenn McCall	\$200,000	\$0	\$200,000	Feb-23	Artist is currently fabricating the art piece which will be integrated into the project.
5	Fire station 38	14301 Pebble Hills Blvd.	Invitational Competition	TBD	\$200,000	\$0	\$200,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
8	Galatzan Recreation Center	650 Wallenberg Dr.	Open Competition	TBD	\$150,000	\$0	\$150,000	TBD	Artist to be commissioned to work with public art staff and the community to design, fabricate and install a public art project.
3	Hawkins Blvd. Improvements Viscount Boulevard Roadway Lighting and Median Landscape Sunglow/Lockheed Landscaping	TBD	Invitational Competition	TBD	\$550,000	\$0	\$550,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
2	Lower Beaumont Project	5005 N Piedras St.	Invitational Competition	TBD	\$150,000	\$0	\$150,000	TBD	Artist to be commissioned to work with design consultants and the community to design, fabricate and install a public art project.

8	Main Library Children's Area	501 N. Oregon St.	Invitational Competition	Chris Winterstein	\$215,000	\$0	\$215,000	May-23	Local Artist is currently fabricating the art piece which will be integrated into the project.
1,8	Mesa St and I-10 Improvements	I10 @ Mesa St.	Open Competition	TBD	\$500,000	\$0	\$500,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
3	Montana and Mescalero Improvements	Montana Ave. @ Mescalero Dr.	Open Competition	TBD	\$300,000	\$0	\$300,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
8	Paso Del Norte (PDN) Roundabout	EL Paso St & Sixth Ave	Invitational Competition	Ray King Studio	\$200,000	\$0	\$200,000	Aug-23	Artist has been commissioned to work with the community to design and install a mural public art project.
4	Police & Fire Department Training Academy	Martin Luther King Jr. & Officer Andrew Barcena Dr.	Pre-Qualified Artist Pool	TBD	\$800,000	\$0	\$800,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
5	Police Department Eastside Regional Command	14301 Pebble Hills Blvd.	Invitational Competition	Natalie Blake Studios	\$125,000	\$0	\$125,000	TBD 2024	Artist is currently fabricating the art piece which will be integrated into the project.
5	Police Department Eastside Regional Command	14301 Pebble Hills Blvd.	Invitational Competition	MGA Sculpture	\$275,000	\$0	\$275,000	TBD 2024	Artist is currently fabricating the art piece which will be integrated into the project.
4	Police Department Headquarters	9700 Gateway N Blvd.	Pre-Qualified Artist Pool	TBD	\$1,250,000	\$0	\$1,250,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
All	Public Art Master Plan	Citywide	RFQ	TBD	\$100,000	\$0	\$100,000	2024	The Public Art Master Plan will be a 10 year plan that will include a vision for the program, strategies for accomplishing that vision, and implementation recommendations.
4	Railroad Reconstruction	Farah Dr. to Purple Heart Memorial Highway	Open Competition	Douwe Blumberg	\$200,000	\$0	\$200,000	TBD 2025	Artist is currently designing the art piece which will be integrated into the project.
All	Site work for new projects	Citywide	N/A	N/A	\$750,000	\$0	\$750,000	Continuous	Allocation for sitework lighting, foundations, and landscaping for new projects as needed.
All	Site/visitor amenities	Citywide	N/A	N/A	\$400,000	\$0	\$400,000	Continuous	Allocation for site amenities as needed.
8	Special Teams Consolidation (Fire Stations 1, 9, 11) P1	TBD	Direct Selection	TBD	\$50,000	\$0	\$50,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
8	Special Teams Consolidation (Fire Stations 1, 9, 11) P2	TBD	Pre-Qualified Artist Pool	TBD	\$250,000	\$0	\$250,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
All	Streetscape Projects	Citywide	Invitational Competition	TBD	\$250,000	\$0	\$250,000	Continuous	Artist to be selected to design streetscape elements on eligible street projects as identified in Public Art Streetscape Aesthetics Plan and the CID Street Infrastructure project list.
Total allocations							\$10,226,000		



CITY COUNCIL

02/07/2023

Agenda Item # 27

2023 Public Art Plan

COUNCIL STRATEGIC GOAL FOUR

Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

4.1: Deliver Bond Projects Impacting Quality of Life Across the City in a Timely, Efficient Manner

THE CITY OF EL PASO PUBLIC ART PROGRAM



To date the program has:

- Completed 85 Projects
- Established the Art Purchase Program with 198 Acquisitions
- Worked with 377 Artists, 77% being Local Artists
- Provided 43 Local Artists with professional apprenticeships through the Allied Artist Program
- Impacted over 175 Local Businesses with Public Art Projects
- Received 11 National awards and has been featured in 18 National publications

BENCHMARKING OTHER PUBLIC ART PROGRAMS

Program	Established	Average Projects Completed/Year	Number of Staff
City of El Paso Public Art Program	2006	8	3
City of Dallas Public Art Program	1989	9-10	5
Fort Worth Public Art	2001	3-4	6
Houston Arts Alliance	1999	4	5

PROJECTS RECENTLY COMPLETED



District	Project	Location	Artist	Title	Budget	Timeline
3	Airport Mural Project	El Paso International Airport.	Ricardo Chavarria	Portal 1	\$30,000	Apr 2022
8	Men of Company E	510 N. Santa Fe St.	Julio Sanchez	Treacherous Crossing	\$615,000	May 2022
7	Pavo Real Recreation Center Improvements	9301 Alameda Ave.	Rene Nevarez	Camino Real en Pavo Real	\$85,000	Aug 2022
2,3,5,8	Montana Rapid Transit System	Montana Corridor	George Bates	Acies	\$350,000	Sep 2022
3	Geronimo Drive Mural Replacement	1100 block and 1300 block of Geronimo Dr.	Mitsu Overstreet	Juntos	\$150,000	Nov 2022
2	Alabama Street Mural Replacement	5800 and 5900 Block of Alabama St.	Jesus "Cimi" Alvarado	Window to the Franklins	\$110,000	Jan 2023

PROJECTS NEAR COMPLETION

District	Project	Location	Artist	Title	Budget	Timeline
1	Fire Station 36	1960 N Resler Dr.	Ken McCall	Pillars of the Community	\$200,000	May 2023



PORTAL 1 – ARTIST: RICARDO CHAVARRIA – EL PASO INTERNATIONAL AIRPORT – DISTRICT 3





CAMINO REAL EN PAVO REAL – ARTIST: RENE NEVAREZ – PAVO REAL REC CENTER – DISTRICT 7



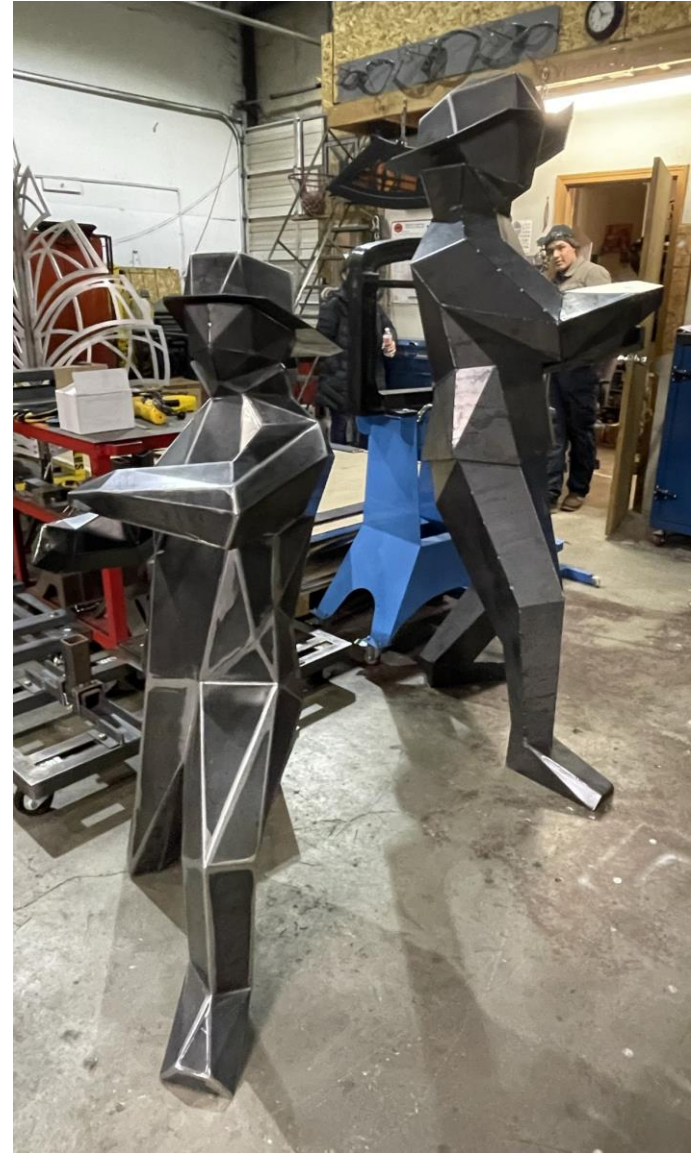
ACIES - ARTIST: GEORGE BATES – MONTANA RAPID TRANSIT SYSTEM – DISTRICTS 2 ,3 ,5 , 6 , & 8



JUNTOS - ARTIST: MITSU OVERSTREET – 1200 GERONIMO DR.— DISTRICT 3



WINDOW TO THE FRANKLINS - ARTIST: JESUS "CIMI" ALVARADO – 5800 ALABAMA ST. – DISTRICT 2



PILLARS OF THE COMMUNITY – ARTIST: KEN MCALL – FIRE STATION 36 – DISTRICT 1

2023 PUBLIC ART PLAN

NEW PROJECTS



District	Project	Location	Selection Process	Allocations	Additional Allocations	Total Allocations	Timeline
4	Metro 31 (Sun Metro Facilities Concrete Repair)	9348 Dyer St.	Invitational Competition	\$250,000	\$0	\$250,000	TBD
8	Mesa RTS Montecillo Station	Mesa St. & Argonaut Dr.	Direct Select	\$35,000	\$0	\$35,000	TBD
6	Ted Houghton Street Reconstruction	1289 Ted Houghton Dr.	Invitational Competition	\$38,000	\$0	\$38,000	TBD
3	Chief Allen Memorial	501 Fred Wilson Ave.	Direct Select	\$200,000	\$0	\$200,000	TBD
2	Chief Allen Memorial Bust	911 N Raynor St.	Direct Select	\$125,000	\$0	\$125,000	TBD

CHANGES TO EXISTING PROJECTS

District	Project	Location	Selection Process	Allocations	Additional Allocations	Total Allocations	Timeline
8	Arts Festival Plaza Water Wall Improvements	1 Arts Festival Plaza	Invitational Competition	\$400,000	\$200,000	\$600,000	TBD

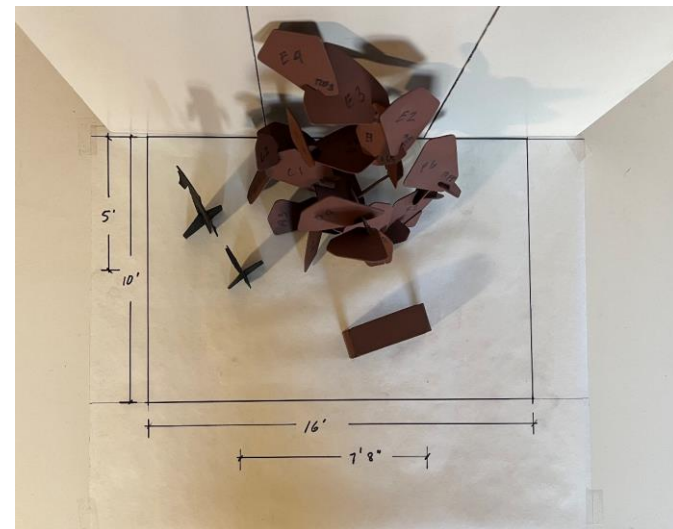
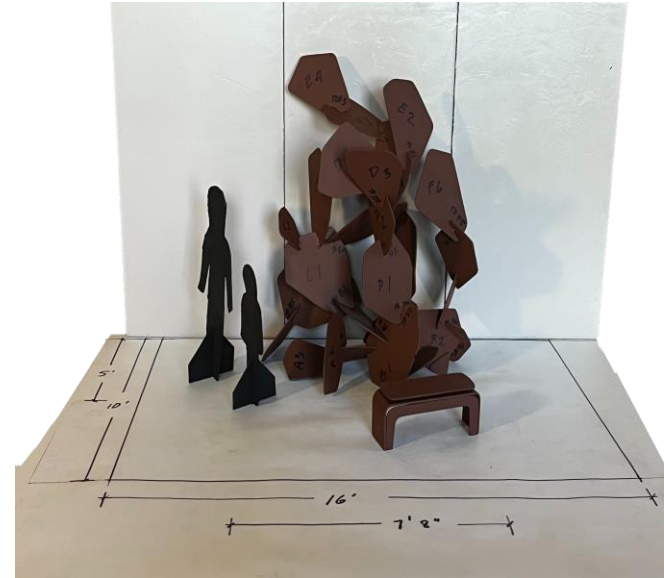
PROJECTS IN PROGRESS

District	Project	Location	Selection Process	Artist	Allocations	Additional Allocations	Total Allocations	Timeline
2	Acosta Center Mural Replacement	4321 Delta Dr	Direct Select	Gabriel Gaytan	\$18,000	\$0	\$18,000	Apr-23
8	Arts Festival Plaza Water Wall Improvements	1 Arts Festival Plaza	Invitational Competition	TBD	\$400,000	\$200,000	\$600,000	TBD
3	August 3rd Memorial	Ponder Park	Direct Select	Albert "Tino" Ortega	\$250,000	\$0	\$250,000	Dec-23
8	Children's Museum Umbrella Canopy	201 W. Main St.	Invitational Competition	FUTUREFORMS	\$1,000,000	\$0	\$1,000,000	Mar-23
5	Eastside Regional Park Phase 2 Roundabout	13501 Jason Crandall Dr.	Open Competition	Joshua Wiener	\$95,000	\$0	\$95,000	TBD
5	Eastside Regional Park Phase 2 Memorial	13501 Jason Crandall Dr.	Direct Selection	TBD	\$150,000	\$0	\$150,000	TBD
5	Eastside Sports Complex	14380 Montwood Dr.	Invitational Competition	TBD	\$400,000	\$0	\$400,000	TBD
5	Esperanza Moreno Library Renovation	12480 Pebble Hills Blvd.	Invitational Competition	Samantha Silva	\$150,000	\$0	\$150,000	Dec-23
1	Fire Station 36	1960 N Resler Dr.	Pre-Qualified Artist Pool	Kenn McCall	\$200,000	\$0	\$200,000	May-23
5	Fire Station 38	14301 Pebble Hills Blvd.	Pre-Qualified Artist Pool	TBD	\$200,000	\$0	\$200,000	TBD
8	FD Special Team Station Project 1	222 S Campbell St.	Direct Select	TBD	\$50,000	\$0	\$50,000	TBD
8	FD Special Team Station Project 2	222 S Campbell St.	Invitational Competition	TBD	\$250,000	\$0	\$250,000	TBD
8	Galatzan Recreation Center	650 Wallenberg Dr.	Open Competition	TBD	\$150,000	\$0	\$150,000	TBD
3	Hawkins Blvd. Improvements Viscount Boulevard Roadway Lighting and Median Landscape Sunglow/Lockheed Landscaping	TBD	Invitational Competition	TBD	\$550,000	\$0	\$550,000	TBD
2	Lower Beaumont Project	5005 N Piedras St.	Invitational Competition	TBD	\$150,000	\$0	\$150,000	TBD
8	Main Library Children's Area	501 N. Oregon St.	Invitational Competition	Chris Winterstein	\$215,000	\$0	\$215,000	TBD

PROJECTS IN PROGRESS

District	Project	Location	Selection Process	Artist	Allocations	Additional Allocations	Total Allocations	Timeline
1,8	Mesa St and I-10 Improvements	I10 @ Mesa St.	Open Competition	TBD	\$500,000	\$0	\$500,000	TBD
3	Montana and Mescalero Improvements	Montana Ave. @ Mescalero Dr.	Open Competition	TBD	\$300,000	\$0	\$300,000	TBD
8	Paso Del Norte (PDN) Roundabout	EL Paso St. & Sixth Ave	Invitational Competition	Ray King Studio	\$200,000	\$0	\$200,000	Aug-23
4	Police & Fire Department Training Academy	Martin Luther King Jr. & Officer Andrew Barcena Dr.	Pre-Qualified Artist Pool	TBD	\$800,000	\$0	\$800,000	TBD
5	Police Department Eastside Regional Command	14301 Pebble Hills Blvd.	Invitational Competition	Natalie Blake Studios	\$125,000	\$0	\$125,000	TBD 2024
5	Police Department Eastside Regional Command	14301 Pebble Hills Blvd.	Invitational Competition	MGA Sculpture	\$275,000	\$0	\$275,000	TBD 2024
4	Police Department Headquarters	9700 Gateway N Blvd.	Pre-Qualified Artist Pool	TBD	\$1,250,000	\$0	\$1,250,000	TBD
All	Public Art Master Plan	Citywide	RFQ	TBD	\$100,000	\$0	\$100,000	2024
4	Railroad Reconstruction	Farah Dr. to Purple Heart Memorial Highway	Open Competition	Douwe Blumberg	\$200,000	\$0	\$200,000	TBD 2025
All	Site work for new projects	Citywide	N/A	N/A	\$750,000	\$0	\$750,000	Cont.
All	Site/visitor amenities	Citywide	N/A	N/A	\$400,000	\$0	\$400,000	Cont.
All	Streetscape Projects	Citywide	Invitational Competition	TBD	\$250,000	\$0	\$250,000	Cont.

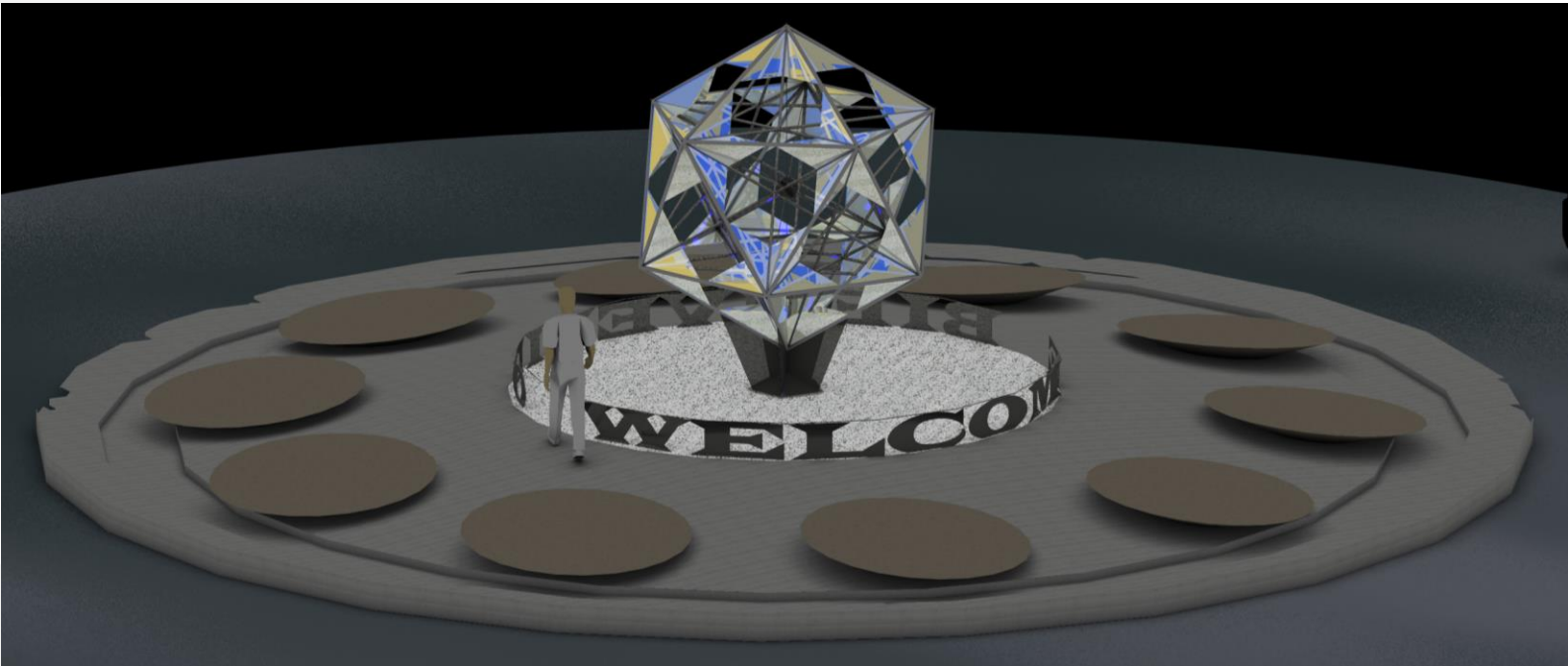
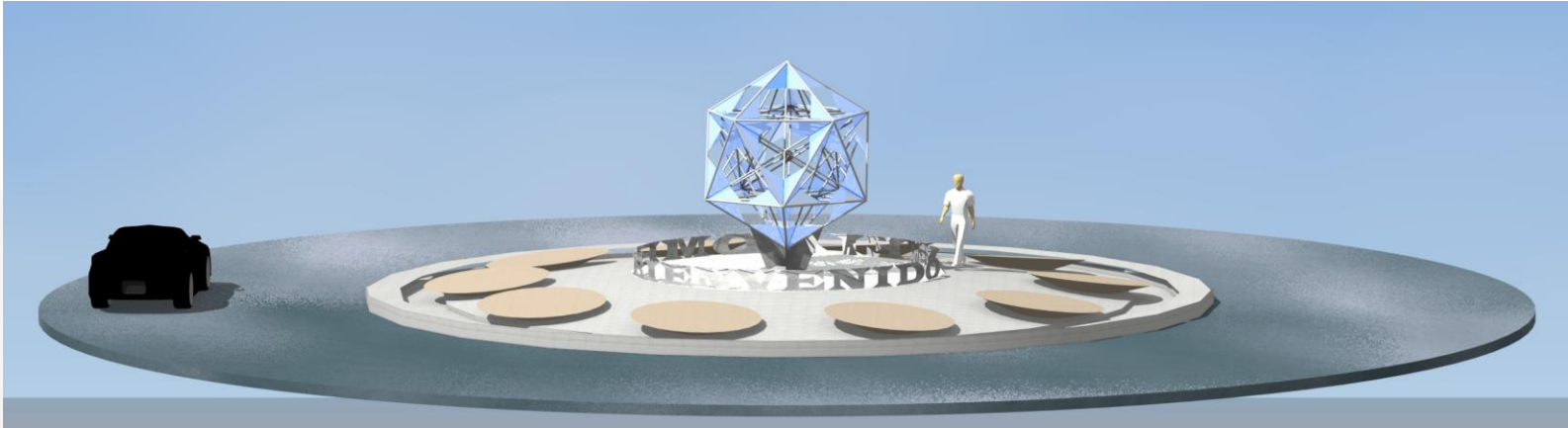
PROJECTS IN PROGRESS



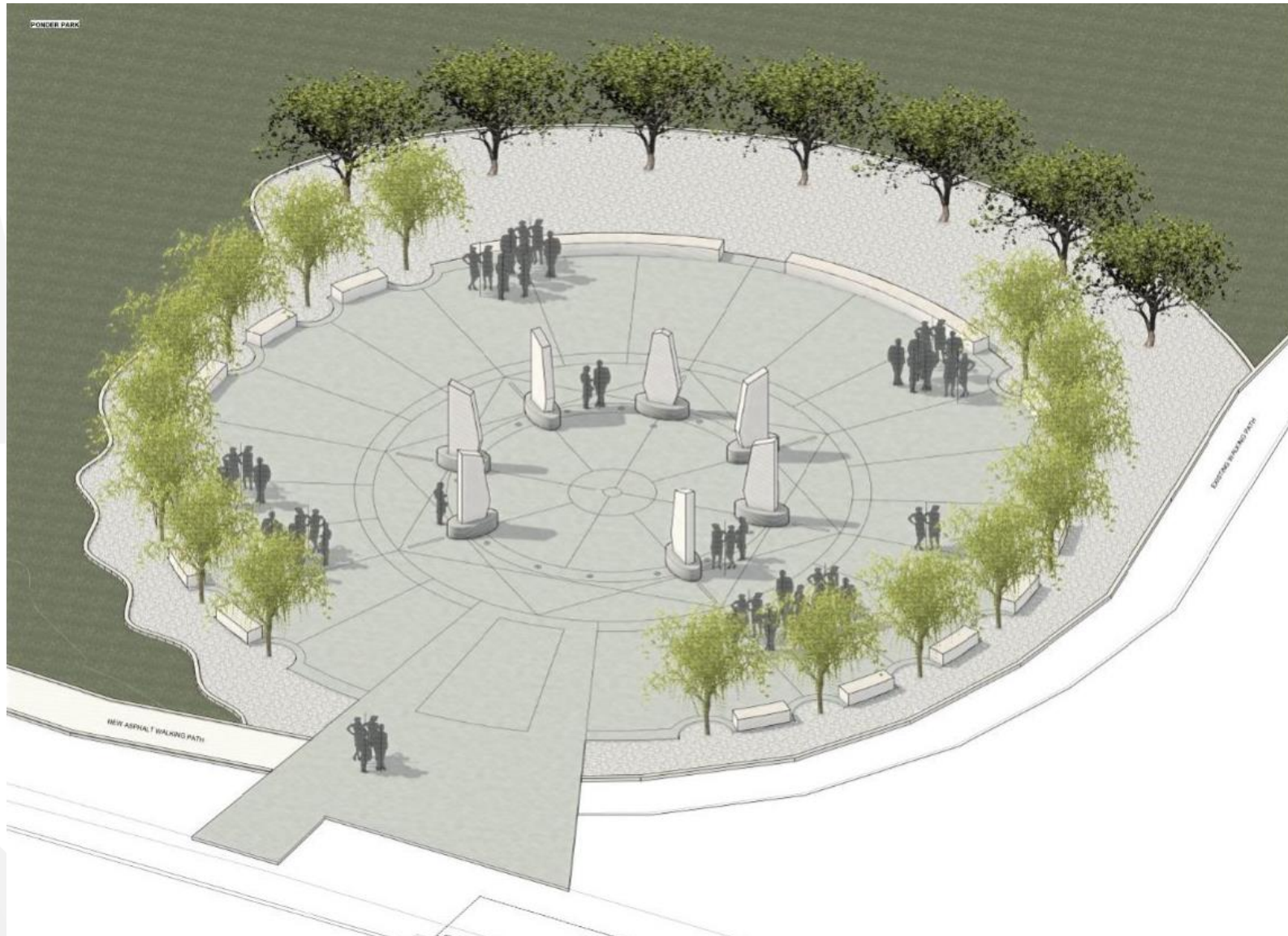
NOPAL! - CHRIS WINTERSTEIN – MAIN LIBRARY CHILDREN’S AREA – DISTRICT 8



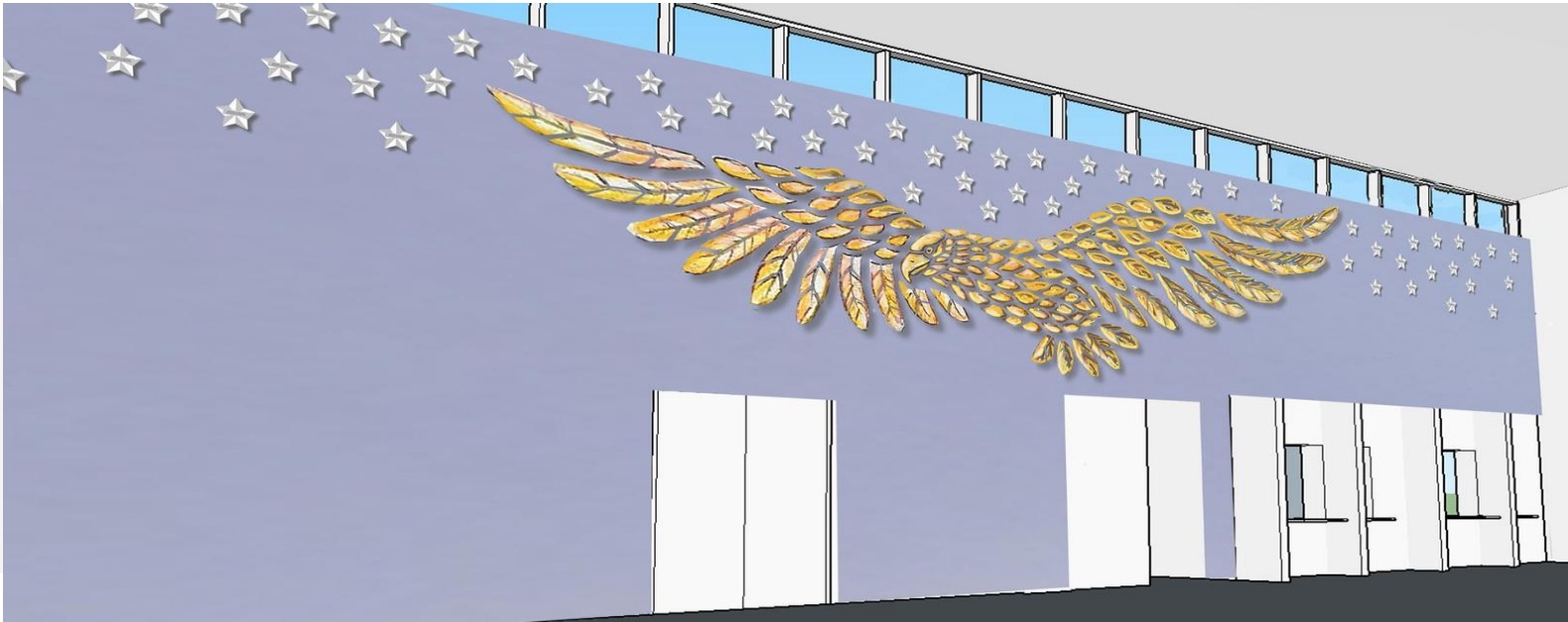
WEATHERSCAPE – ARTIST: FUTUREFORMS – EL PASO CHILDREN'S MUSEUM – DISTRICT 8



EL PASO FARO – ARTIST: RAY KING – PASO DEL NORTE (PDN) ROUNDABOUT – DISTRICT 8



AUGUST 3RD MEMORIAL – ARTIST: ALBERT “TINO” ORTEGA – PONDER PARK – DISTRICT 3



SUN EAGLE— ARTIST: NATALIE BLAKE STUDIOS — EASTSIDE REGIONAL COMMAND CENTER —
DISTRICT 5



EAGLE WING – ARTIST: MGA SCULPTURE – EASTSIDE REGIONAL COMMAND CENTER – DISTRICT 5

QUESTIONS?



Legislation Text

File #: 23-214, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

City Manager's Office, Robert Cortinas, (915) 212-1092

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Presentation, discussion, and action on the FY 2022-2023 First Quarter Financial Report and to authorize the City Manager or his designee to execute the necessary budget transfers, not to exceed \$750,000, for a Special Election proposed to be held on May 6, 2023.

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

AGENDA DATE: February 7, 2023

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER:

Robert Cortinas, City Manager's Office (915) 212-1092

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: 6. Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: N/A

SUBJECT:

Presentation, discussion, and action on the FY 2022-2023 First Quarter Financial Report and to authorize the City Manager or his designee to execute the necessary budget transfers, not to exceed \$750,000, for a Special Election proposed to be held on May 6, 2023.

BACKGROUND / DISCUSSION:

As required by the Budget Policy a financial report must be reported to the City Council within 45 days.

PRIOR COUNCIL ACTION:

On January 24, 2023, City Council voted to approve a special election on Charter Amendments and the Climate Charter Petition for the May 6, 2023, election.

AMOUNT AND SOURCE OF FUNDING:

Fund: 1000 – General Fund

Department: 111 – 11020 City Clerk

Election Contracts: 522030

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: City Manager's Office - Office of Management and Budget

SECONDARY DEPARTMENT: City Clerk and all other departments

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

DEPARTMENT HEAD:



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

FY 2023 1st Quarter Financial Report

February 7, 2023

Recap of Current Budget

- Unprecedented growth in sales tax collections
- Unprecedented growth in property values and minimized impact by lowering property tax rate by 4.5 cents
- Aggressive wage increases based on current labor market and strategic initiative to increase overall City wages
- Continued public safety staffing plans by funding multiple academies for Officers and Firefighters
- Inflationary pressures and tight labor market resulting in increases in fixed costs and contractual obligations

Public Safety – Primary Cost Driver

- Staffing plan to recruit and retain uniformed employees for oncoming new stations and command centers
 - Two police academies
 - Two firefighter academies
- New and expanding special teams, ex.
 - Crisis Intervention Team
 - Body Worn Camera program staffing

Additional Adjustments Approved

- Increased minimum wage by \$1.00 over two phases in Sep 2022 and Mar 2023. (Original recommendation was \$0.75 in May 2023)
- Increased public safety vehicle replacement to a total of \$7 million. (Original recommendation was \$6 million)
- Added \$3 million for non-public safety vehicles, parks amenities, and facility repairs

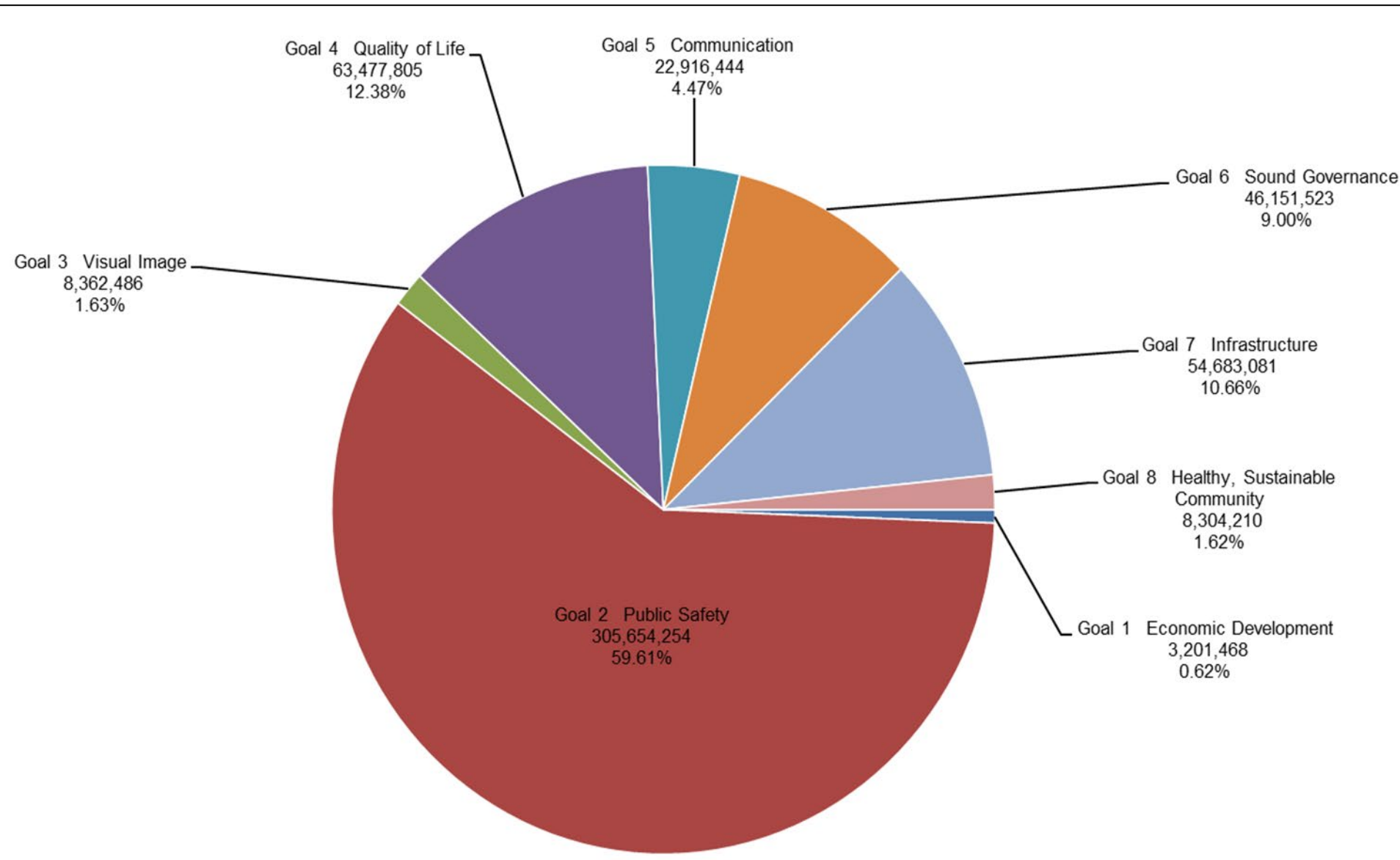
Fixed Costs

- **Utilities** – rate increases in electric, water, gas
- **Fuel and vehicle maintenance** – increased usage and price per gallon
- **Information Technology** – increasing costs to maintain/replace legacy systems
- **Contracted services** – increases in labor, materials, and supplies costs leading to increased pricing for services
- Election costs and appraisal services (El Paso Central Appraisal District)

Current Budget Recap

Category	FY 2022 Budget	FY 2023 Budget	Variance	
Personal Services	\$347,760,554	\$373,777,936	\$26,017,382	Police/fire staffing (CBA, academies), competitive wages/benefits
Contractual Services...	41,286,664	47,845,832	\$6,559,168	IT contracts, election, Childrens museum, appraisal services
Materials & Supplies...	23,493,167	26,726,652	\$3,233,484	Fuel, police/fire safety gear, park maintenance
Operating.....	25,758,358	30,103,597	\$4,345,239	Utilities, competitive wages, insurance, tuition assistance
Non-Operating.....	1,624,207	1,766,547	\$142,340	
Intergovernmental.....	1,610,978	1,505,866	(\$105,111)	
Transfers.....	34,245,034	29,436,877	(\$4,808,157)	
Capital.....	451,901	1,587,965	\$1,136,064	
Total Expenditures...	\$476,230,863	\$512,751,272	\$36,520,408	

Current Budget Recap



FY 2023 1st Quarter Summary



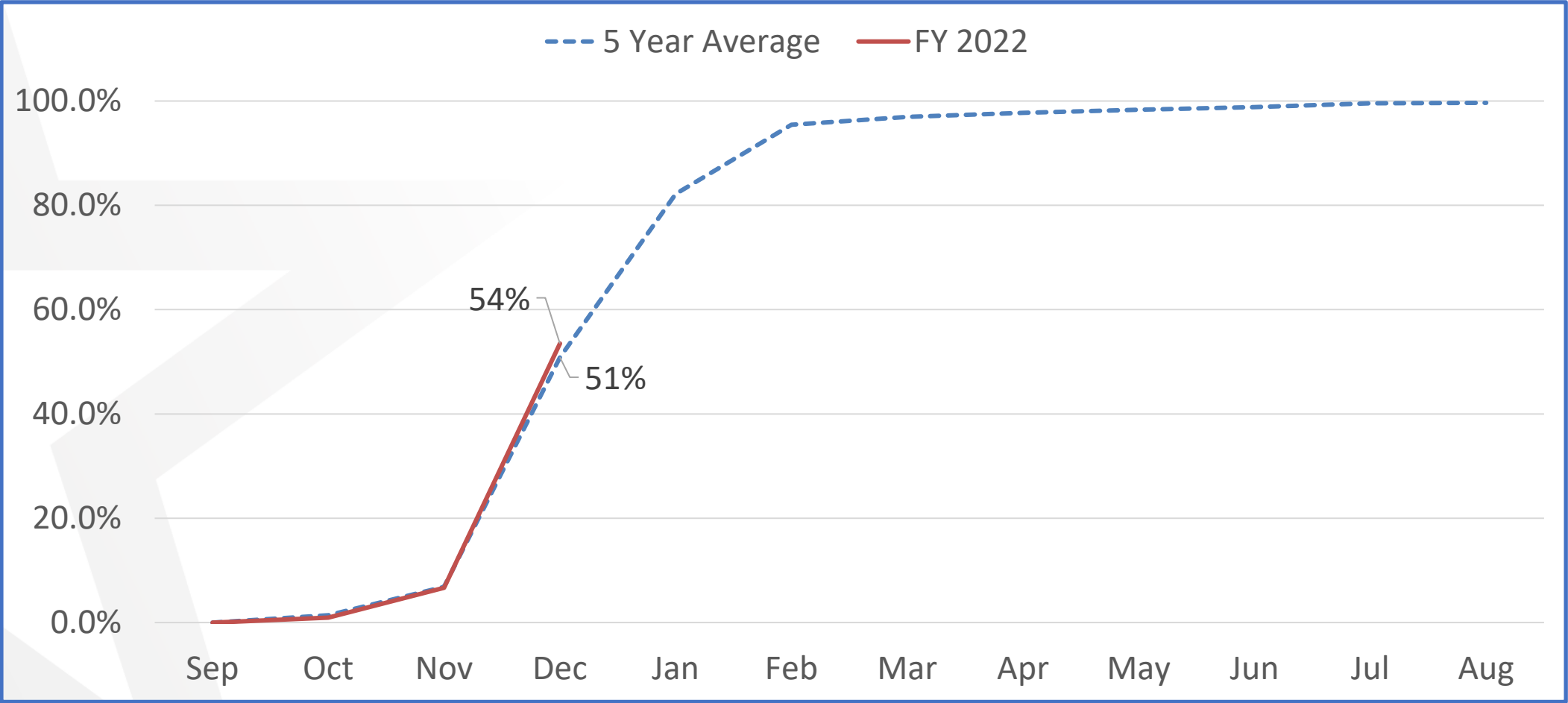
- Sales tax performing well through November, however there is a two month lag in real-time information from the State
- Slight decline in permit and licenses revenue when compared to the first quarter last year
- Bridge crossing revenue down slightly compared to 1st quarter last year
- Largest cost driver is workforce – Increase of \$7.4 million compared to 1st quarter last year (reflects wage increases from May 2022, September 2022 and continuation of \$1,000 sign-on incentive)
- Fuel and vehicle maintenance costs are up 23% compared to 1st quarter last year
- Utility costs are up 3.6% compared to 1st quarter last year
- Current year budget for citywide Information Technology contracts increased overall by \$3.3 million compared to prior year

FY 2022-2023 General Fund Revenue

Revenue	FY 2023 Budget	FY 2023 Actuals (As of Nov)	FY 2022 Actuals (As of Nov)	FY 2023 % Collected (As of Nov)	FY 2022 % Collected (As of Nov)
Property Taxes.....	\$251,280,449	\$17,731,230	\$13,511,964	7.1%	5.7%
Sales Taxes.....	112,783,370	32,938,052	30,124,967	29.2%	23.1%
Franchise Fees.....	56,616,885	17,812,415	13,046,545	31.5%	21.4%
Charges For Services...	30,250,649	8,387,457	6,504,782	27.7%	19.4%
Other Transfers In.....	38,106,881	9,296,946	9,839,098	24.4%	21.6%
Licenses And Permits..	12,944,114	3,576,052	3,560,471	27.6%	25.9%
Fines And Forfeitures..	7,097,584	1,778,807	1,932,544	25.1%	25.6%
Rents And Other.....	2,277,531	1,621,436	522,219	71.2%	40.4%
Intergovernmental	1,268,809	16,213	683,204	1.3%	50.3%
Interest.....	125,000	257,632	15,588	206.1%	1.8%
Total Revenue.....	\$512,751,272	\$93,416,240	\$79,741,382	18.2%	15.0%

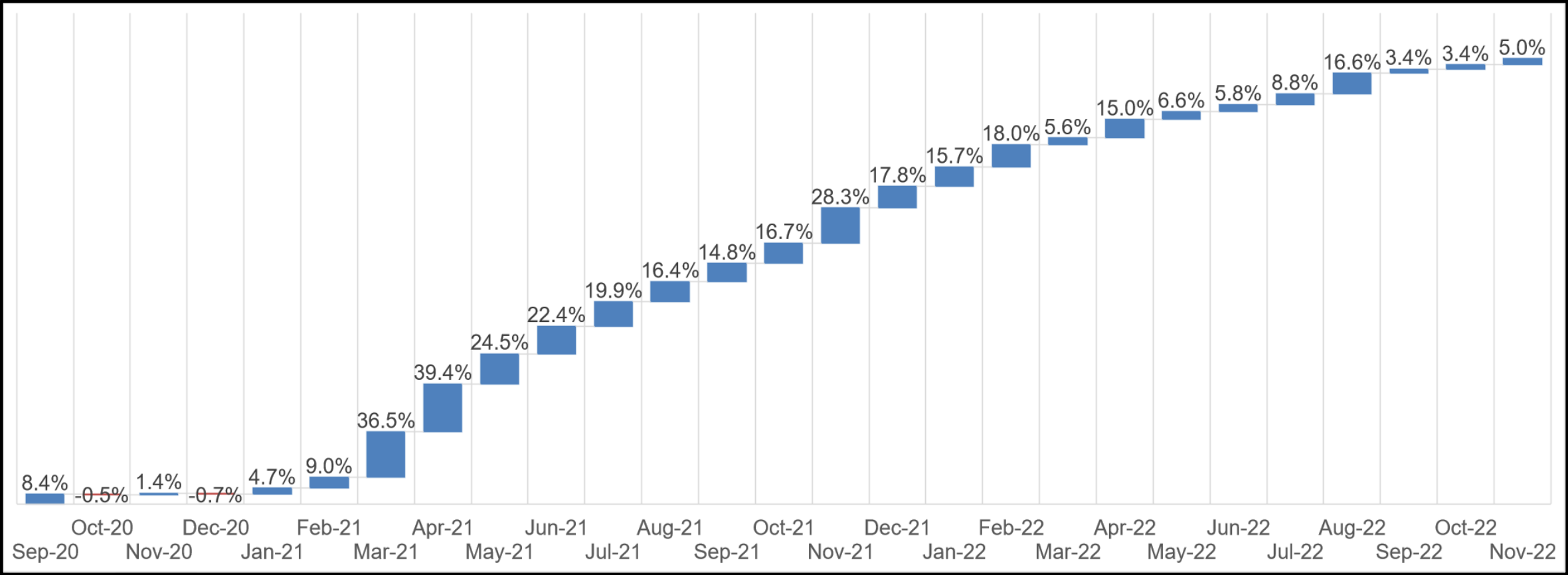
Property Tax Collections - % Collected

September – December



City Sales Tax Collections

(Monthly % change to same month prior year)



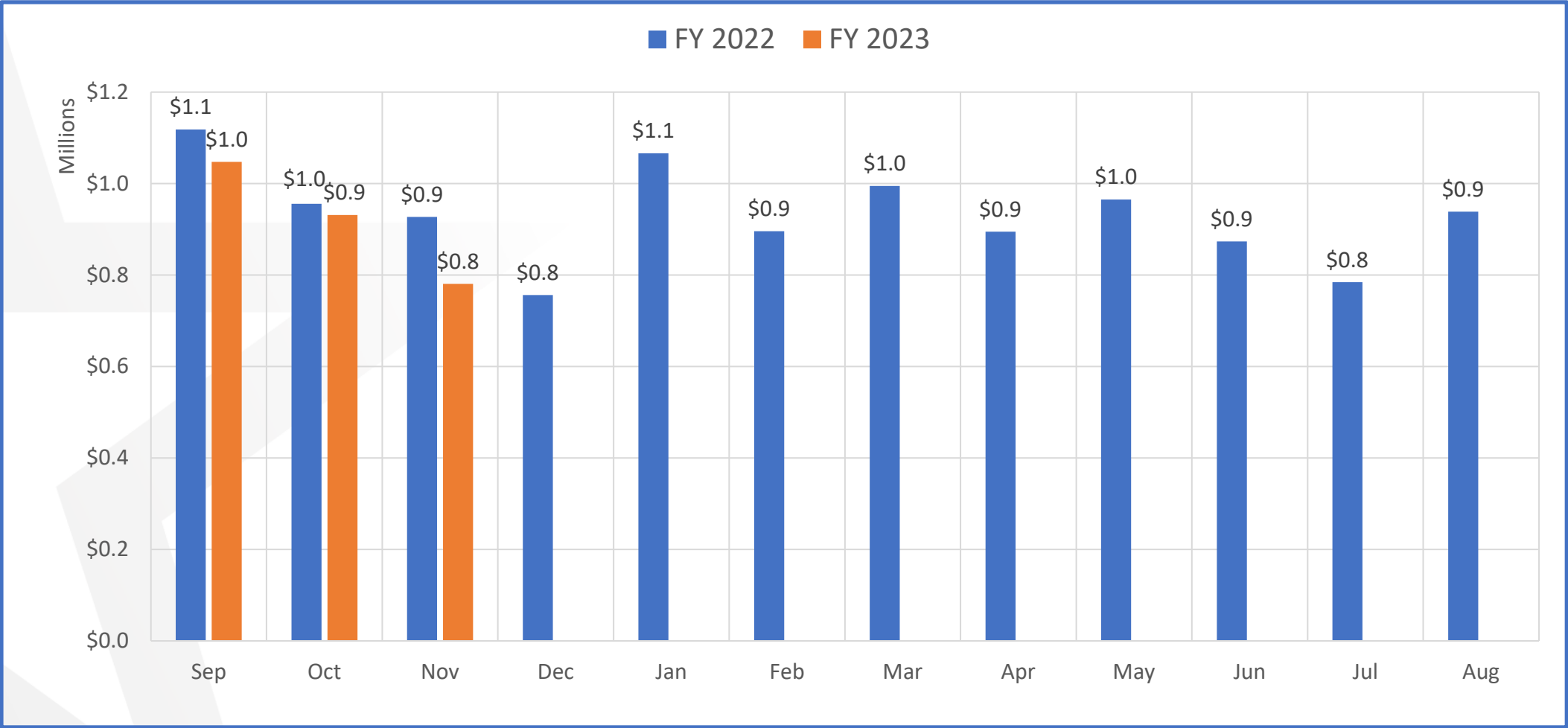
City Sales Tax Collections

Historical Performance					
	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Annual Total	\$89,525,918	\$93,852,294	\$97,597,554	\$111,621,362	\$126,867,380
\$ Increase	\$4,517,276	\$4,326,376	\$3,745,260	\$14,023,808	\$15,246,019
% Increase	5.3%	4.8%	4.0%	14.4%	13.6%

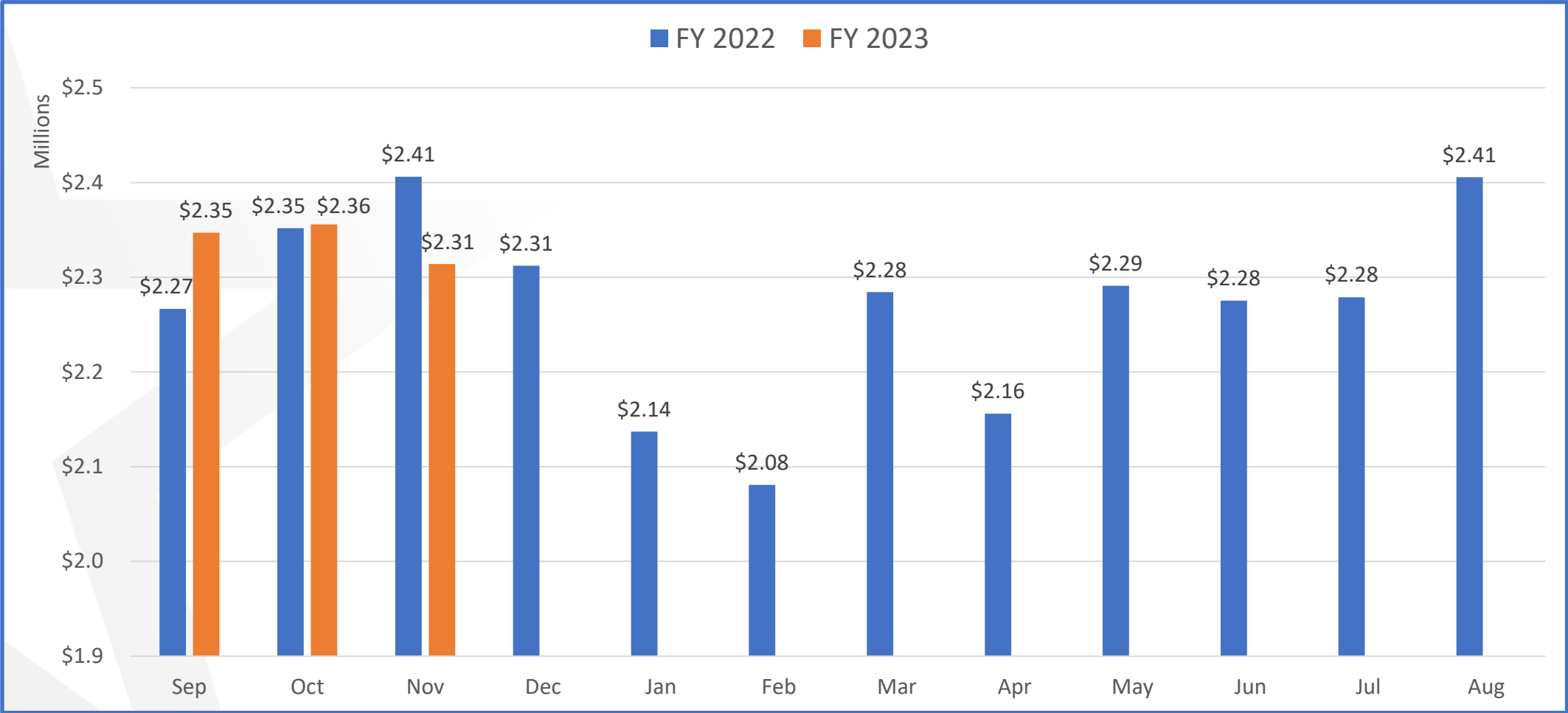
Current Performance FY 2023 1 st Quarter (Sep-Nov)				
	FY 2022	FY 2023	\$ Increase	% Increase
Sep - Nov	\$30,547,677	\$31,749,378	\$1,201,701	3.93%

Licenses and Permits

Planning & Inspections Dept.



Bridge Crossing Revenue



FY 2023 General Fund Expenditures

Category	FY 2023 Budget	FY 2023 Actuals (As of Nov)	FY 2022 Actuals (As of Nov)	FY 2023 % Collected (As of Nov)	FY 2022 % Collected (As of Nov)
Personal Services	\$373,777,936	\$80,959,330	\$73,506,960	21.7%	21.4%
Contractual Services.....	47,845,832	9,609,097	6,930,963	20.1%	17.6%
Materials & Supplies.....	26,726,652	3,540,579	2,744,363	13.2%	13.4%
Operating.....	30,103,597	6,140,877	6,221,612	20.4%	22.0%
Non-Operating.....	1,766,547	609,915	598,836	34.5%	24.3%
Intergovernmental.....	1,505,866	76,445	59,388	5.1%	6.3%
Transfers.....	29,436,877	2,837,205	2,274,405	9.6%	3.1%
Capital.....	1,587,965	39,739	67,680	2.5%	1.2%
Total Expenditures.....	\$512,751,272	\$103,813,186	\$92,404,207	20.2%	18.0%

FY 2023 General Fund Expenditures

Strategic Goal	FY 2023 Budget	FY 2023 Actuals (As of Nov)	FY 2022 Actuals (As of Nov)	FY 2023 % Collected (As of Nov)	FY 2022 % Collected (As of Nov)
Economic Development.....	\$3,201,468	\$638,084	\$290,612	19.9%	14%
Public Safety.....	305,654,254	63,672,430	58,529,074	20.8%	20%
Visual Image.....	8,362,486	1,696,119	1,502,329	20.3%	22%
Quality of Life.....	63,477,805	10,824,905	8,689,301	17.1%	19%
Communication.....	22,916,444	5,740,009	3,917,221	25.0%	19%
Sound Governance.....	46,151,523	10,255,933	9,980,471	22.2%	11%
Infrastructure.....	54,683,081	9,553,582	8,207,788	17.5%	16%
Healthy, Sustainable Community...	8,304,211	1,432,123	1,287,410	17.2%	19%
Total Expenditures.....	\$512,751,272	\$103,813,186	\$92,404,207	20.2%	18.0%

FY 2023 General Fund Expenditures

CATEGORY	FY 2023 Budget	FY 2023 Actuals (As of Nov)	FY 2022 Actuals (As of Nov)	FY 2023 % Collected (As of Nov)	FY 2022 % Collected (As of Nov)
SALARIES/WAGES/BENEFITS.....	\$373,777,936	\$80,959,330	\$73,506,960	21.7%	21.4%
CONTRACTUAL SERVICES.....	1,556,323	135,704	0	8.7%	0.0%
PROFESSIONAL SERVICES.....	8,827,160	1,903,506	1,629,721	21.6%	19.0%
OUTSIDE CONTRACTS.....	31,098,342	5,785,880	3,765,622	18.6%	16.1%
INTERFUND SERVICES.....	4,443,246	1,361,866	1,155,399	30.7%	26.0%
OPERATING LEASES.....	1,920,760	422,141	380,221	22.0%	23.0%
FUEL & LUBRICANTS.....	3,852,626	1,187,096	943,310	30.8%	21.7%
MATERIALS & SUPPLIES.....	14,067,949	1,521,689	1,289,760	10.8%	12.2%
MAINTENANCE & REPAIRS.....	7,199,471	760,371	439,027	10.6%	9.5%
MINOR EQUIPMENT & FURNITURE.....	1,606,606	71,423	72,265	4.4%	7.2%
COMMUNICATIONS.....	2,482,023	464,153	668,383	18.7%	27.4%
UTILITIES.....	18,300,459	4,712,458	4,548,231	25.8%	22.7%
TRAVEL.....	451,504	115,349	37,446	25.5%	18.9%
OTHER OPERATING	8,869,611	848,918	967,552	9.6%	17.5%
COMMUNITY SERVICE PROJECTS.....	146,750	50,000	51,133	34.1%	20.6%
OTHER NON-OPERATING	1,619,797	559,915	547,703	34.6%	24.7%
GRANT MATCH.....	1,505,866	76,445	59,388	5.1%	6.3%
OPERATING TRANSFERS OUT.....	29,436,877	2,837,205	2,274,405	9.6%	3.1%
CAPITAL EXPENDITURES.....	1,587,965	39,739	67,680	2.5%	1.2%
Total Expenditures.....	\$512,751,272	\$103,813,186	\$92,404,207	20.2%	18.0%

Looking Ahead

- Franchise fees are paid quarterly – last payments received were for Jul – Sep 2022
- Sales tax collections are received from the State with a lag in real-time reporting (last payment received was for November 2022 sales)
- Historical data and current year data will be utilized to develop preliminary estimates for next year's budget
- Preliminary property value reports will be provided from the Appraisal District in April
- Police collective bargaining agreement expires in August 2023, negotiations currently underway
- Upcoming budget updates will focus on public safety, fixed costs, and five-year forecast

Recommended Action

Cost for May election was not included in the current budget. Charter Amendment election was postponed from November 2022 to May 2023 after Council set property tax rate

Authorize the City Manager or his designee to execute the necessary budget transfers, not to exceed \$750,000, for a Special Election proposed to be held on May 6, 2023

MISSION



Deliver exceptional services to support a high quality of life and place for our community

VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



VALUES

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople

CAPITAL IMPROVEMENT PROGRAM (CIP)

BUDGET TRANSFER REPORT

FIRST QUARTER FY 2023

BT Number	Justification	Fund	Project	Amount	Funding Source
2023-0011	Correct Budget in PCP19ST019 from PCPBALANCE.	4740	PCP19ST019 PCPBALANCE	10,000.00 16,071.46 (2,375.00) 13,794.40 126,700.00 264,056.69 (428,247.55)	2013 STREET INFRASTRUCTURE
2023-0017	Transfer project savings from PCPBALANCE in to PCP13PRKD03 Lomaland Park and Rec ADA project	4800	PCP13PRKD03 PCPBALANCE	269,274.50 (269,274.50)	2012 QUALITY OF LIFE
2023-0029	Transfer project savings in to PCPBALANCE from PCP18ST010 Hawkins street project completed	4743 4745	PCP18ST010 PCPBALANCE	(110,563.80) 63,461.58 (18,155.77) 37,581.42 125,842.39 (55,015.00) 203,380.79 407,003.80 (740,300.00) (88,040.00) (132,500.00) 33,341.52 273,963.07 162,657.61 43,842.00 (237,348.26) 30,848.65	CO ISSUE FY18 2019 CAPITAL PLAN
2023-0030	Transfer project savings in to PCPBALANCE from PCP19ST017 Yarbrough-George Dieter-Lee Trevino Lighting Package	4745	PCP19ST017 PCPBALANCE	98,063.83 5,000.00 7,000.00 3,000.00 35,759.00 5,000.00 (1,116,366.56) 962,543.73	2019 CAPITAL PLAN

CAPITAL IMPROVEMENT PROGRAM (CIP)

BUDGET TRANSFER REPORT

FIRST QUARTER FY 2023

BT Number	Justification	Fund	Project	Amount	Funding Source
2023-0031	Transfer project savings in to PCPBALANCE from Fund 4740 PCP19ST012 MCCUNE- PCP17ST004 PRINCETON TULANE VV- PCP20ST009 TERRAMAR	4740	PCP19ST012 PCPBALANCE PCP17ST004 PCP20ST009	5,000.00 (70,817.88) (14,508.00) 57,893.80 (62,594.70) 85,026.78 (14,210.23) (3,229.76) 17,439.99 (4,000.54) 4,000.54	2013 STREET INFRASTRUCTURE
2023-0028	To transfer from ARPA funding to Montana RTS - Airport PCP11MT050B - Montana RTS - Construction - PCP11MT050 and PCPBALANCE	3210 4530 4746	PCP11MT050 PCP11MT050B PCPBALANCE	10,000.00 (20,386.79) 10,386.79 (1,290,569.39) 350,110.00 940,459.39 12,087.34 27,143.07 474.00 (39,704.41)	CO 2011 ISSUE 2020 CAPITAL FUNDING PLAN
2023-0046	Reclassify account for other expenses PCP13A&E MPC and transfer project savings from PCP13ST006Y7 in to PCPBALANCE	4800 4740	PCP13A&E01 PCP13ST006Y7 PCPBALANCE	(540.56) 540.56 (71,730.00) 400.65 9,590.25 13,153.25 25,784.50 6,180.00 52,610.50 (113,940.47) 77,951.32	2012 QUALITY OF LIFE STREET INFRASTRUCTURE 2013
2023-0047	Transfer from PCPBALANCE to reconcile street and trail projects in Fund 4740.	4740	PCP18ST005 PCP18ST006 PCP18ST008 PCP18ST013 PCPBALANCE	4,698.33 54,883.98 4,698.33 177.26 (64,457.90)	2013 STREET INFRASTRUCTURE
2023-0063	Transfer from PCPBALANCE Fund 4530 to complete projects PCP13ST006Y7 - Gene Torres and PCP17ST011 VISCOUNT Recon Street Projects	4530	PCPBALANCE PCP17ST011 PCP12ST006Y7	(272,740.21) 266,740.21 6,000.00	CO 2011 ISSUE

CAPITAL IMPROVEMENT PROGRAM (CIP)

BUDGET TRANSFER REPORT

FIRST QUARTER FY 2023

BT Number	Justification	Fund	Project	Amount	Funding Source
2023-0026	To move cost savings from Chamizal Phase II - PCP18TRAN02 to PCPBalance and balance fund 4950 - project complete	4740 4743 4950	PCPBALANCE PCP18TRAN02	142,075.63 (94,674.50) (47,401.13) 31,643.54 (8,30.58) (4,521.20) (7,917.16) (3,287.00) (7,287.60) (13,583.92) 8,331.35 (13,148.00) (138.78) 13,286.78 (5,252.57)	2013 STREET INFRASTRUCTURE CO ISSUE FY18 CAPITAL PROJECTS - TXDOT
2023-0045	Transfer project savings from Chelsea Water Park PCP13PRKC01, Armijo Library PCP13LIBA01 and Existing Sports Field Lighting PCP13PRKA24 in to PCPBALANCE	4800	PCP13PRKC01 PCPBALANCE PCP13LIBA01 PCP13PRKA24	931.05 311,346.48 (470,280.73) (0.02) (0.01) 158,003.23 (1267.00) 1,267.00 (1,287,267.24) (220,230.54) 46,764.00 8,401.58 61,176.00 (98,326.00) 95,770.00 377,509.85 1,647.70 10,980.00 217,215.79	2012 QUALITY OF LIFE 786,358.86
2023-0055	Transfer from PCPBALANCE to complete projects and provide budget for payment for Spur 320 ROW	4740 4530 4741	PCP17ST009 PCPBALANCE PCP21PRK02 PCP19ST017 PCP17ST026 PCP23SPUR320ROW	0.01 (0.01) 2,207.00 31,685.00 (33,892.00) 387.01 (210.82) (176.19) 115,496.64 (115,496.64)	2013 STREET INFRASTRUCTURE 2011 ISSUE 2017 ISSUE CO CO

CAPITAL IMPROVEMENT PROGRAM (CIP)

BUDGET TRANSFER REPORT

FIRST QUARTER FY 2023

BT Number	Justification	Fund	Project	Amount	Funding Source
2023-0015	Reclassify project from PCP20PDRENOMSTR-PD to PCP20FDRENOMSTR for Fire Station 10 Renovation.	4820	PCP20FDRENOMSTR PCP20PDRENOMSTR	(425,657.20) 425,657.20	Public Safety Bond
2023-0016	Transfer project savings from Chamizal Library and Rec in to PCPBALANCE.	4800	PCP13PRKD05 PCPBALANCE	(316,090.94) (0.01) 316,090.95	2012 QUALITY OF LIFE
2023-0101	Reclassify accounts in Animal Management ZOO to purchase animals and pay shipping PCP13ZOOD07	4800	PCP13ZOOD07	(25,000.00) 10,000.00 15,000.00	2012 QUALITY OF LIFE
2023-0095	Set up Water and Sewer for Padilla St PCP20ST006 for Base Bid 2 and 3	4970	PCP20ST006	276,344.18 276,344.18	Other Outside Sources
2023-0142	BT 01 Transfer project savings from PCPBALANCE in to PCP20ST006 Padilla to complete project	4740 4741	PCP20ST006 PCPBALANCE	24,287.25 31,176.00 (13,616.81) 38,970.00 125,536.66 (22,410.00) 426,755.29 41,131.85 150,000.00 (82,809.00) (77,940.00) 29,037.55 (670,300.79)	2013 STREET INFRASTRUCTURE CO 2017 ISSUE

CAPITAL IMPROVEMENT PROGRAM (CIP)

BUDGET TRANSFER REPORT

FIRST QUARTER FY 2023

BT Number	Justification	Fund	Project	Amount	Funding Source
2023-0073	Transfer budget from the PCP20FDRENOMSTR for FS #19 and reclassify accounts for Modesto Gomez Park and MPC.	4820 4800	PCP20FDRENOMSTR PCP21FS19RENOV7 PCP13PRKA14 PCP13A&E01	<div>(332,804.99)</div> <div>(253,816.73)</div> <div>332,804.99</div> <div>(31,009.00)</div> <div>(41,009.00)</div> <div>5,006.10</div> <div>3,352.38</div> <div>10,945.00</div> <div>69,070.00</div> <div>1,076.80</div> <div>(78,000.00)</div> <div>516,891.60</div> <div>(175,921.25)</div> <div>(26,585.90)</div> <div>(15,000.00)</div> <div>15,000.00</div> <div>(10,000.00)</div> <div>10,000.00</div>	Public Safety Bond 2012 QUALITY OF LIFE
2023-0124	Transfer appropriation to Barlett Park to complete and transfer project savings from Covid Labs, Johnson Basin Park, Sports Field Lighting and PD HQ Garage in to PCPBALANCE.	4800 4743 4710 4800 4741	PCP13PRKA03 PCPBALANCE G20COVIDTR PCP13PRKA10 PCP13PRKA24 PCP17MF002	<div>33494.98</div> <div>(33,494.98)</div> <div>(1,581,602.31)</div> <div>1,037,528.70</div> <div>27,467.80</div> <div>(40,270.28)</div> <div>12,802.48</div> <div>(3,934.82)</div> <div>(4,899.60)</div> <div>8,834.42</div> <div>(9,000.00)</div>	2012 QUALITY OF LIFE CO ISSUE FY18 CO 2009 ISSUE 2012 QUALITY OF LIFE CO 2017 ISSUE

CAPITAL IMPROVEMENT PROGRAM (CIP)

BUDGET TRANSFER REPORT

FIRST QUARTER FY 2023

BT Number	Justification	Fund	Project	Amount		Funding Source
2023-0131	Transfer project savings from Hawkins Museum Isela R Cortez Encino Vargas and Rio Del N in to PCPBALANCE	4745 4930 4510 4740 4741	PCP18ST010 PCPBALANCE PCP13MUS08 PCP06ST022E0 PCP13ST003Y3F PCP13ST003Y3I PCP17ST022		(133.98)	2019 CAPITAL PLAN CAPITAL PROJECTS - Internal CO 2010 ISSUE 2013 STREET INFRASTRUCTURE CO 2017 ISSUE 2013 STREET INFRASTRUCTURE CO 2017 ISSUE
					(92,786.28)	
					92,920.26	
					(5,180.00)	
					5,180.00	
					(34,390.56)	
					34,390.56	
					(24,543.12)	
					24,543.12	
					42,404.70	
					6,705.00	
					(8,408.77)	
					(32,022.33)	
					(54,100.00)	
				450.00	29,338.75	
					15,632.65	
					(118,920.00)	
					(2,715.00)	
				(375.00)		
					5,240.00	
					(1,190.50)	
					8,400.00	
					101,215.58	
				(34,931.79)		
					43,276.71	
2023-0111	Transfer allocation from the Master Planning Doc - PCP20PLANDOCS in to the Transportation Model PCP20PLANDOCSTR and project saving in to PCPALANCE	4746 4740	PCP20PLANDOCS PCP20PLANDOCSTR PSPS13ST003Y3G PCP20ST004 PCP19ST010 PCPBALANCE		(160,000.00)	2020 CAPITAL FUNDING PLAN STREET INFRASTRUCTURE 2013
					160,000.00	
					(13,808.81)	
					(1,499.90)	
					4,167.42	
					44,076.39	
				37,858.12	(87,684.32)	
					(23,875.93)	
					(139,784.37)	
				164,228.64	(49,044.50)	
					9,768.00	
				(603.00)	(3,535.82)	
					(51,740.00)	
					111,778.08	

CAPITAL IMPROVEMENT PROGRAM (CIP)

BUDGET TRANSFER REPORT

FIRST QUARTER FY 2023

BT Number	Justification	Fund		Project	Amount			Funding Source
2023-0089	Reclassify accounts in Eastside Reigional Park for equipment and transfer project savisng in to PCPBALANCE from PCP13ST002RSY6 Resurfacing 2018	4741	4740	PCP13PRKA06 PCP13ST002RSY6 PCPBALANCE	(1,515.54) 1,515.54 (141,227.33) 141,227.33			CO 2017 ISSUE 2013 STREET INFRASTRUCTURE
2023-0137	Re allocation budgert for professional services within CID and transfer budget from PCPBALANCE to Robinson Street Recon and Deck Plaza project	1000	4530 4510	PCPBALANCE PCP17ST001 PCP22TRAN05	5,600.00 (3,600.00) (365,000.00) 123,000.00 242,000.00	(2,000.00)		GENERAL FUND CO 2011 ISSUE CO 2010 ISSUE
2023-0151	Set up budget for PSB stormwater commitment (BB IV) and revise approp for PSB water & sewer commitment (BB II & BB III) for reconstruction work on Schuster Avenue.		4970	PCP18ST012	287,102.75 400,000.00 287,102.75		400,000.00	Other Outside Sources



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-221, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

City Attorney's Office, Donald Davie, (915) 212-0033

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Application of El Paso Electric Company to Amend its Certificate of Convenience and Necessity Regarding Generating Unit 6 at the Newman Generating Station. Public Utility Commission of Texas Docket No. 54605. Matter No. 22-1008-205 (551.071)



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-234, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Proposed Facility Lease in Central El Paso and Anticipated El Paso Electric regulatory compliance filing.
Matter No. 21-1003-1222 (551.071) (551.072)



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-224, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

Economic and International Development, Mary Lou Espinoza, (915) 212-0065

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action regarding the potential sale/purchase, exchange, lease, or value of real property located in Downtown El Paso. Matter No. 16-1040-1083.046 (551.071) (551.072).



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-225, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

City Attorney's Office, Karla M. Nieman, (915) 212-0033

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

EPWU, Texas v. New Mexico, Original No. 141. Matter No. 13-1009-059 (551.071)