



COMMISSIONERS COURT
COMMUNICATION

AGENDA DATE : 07/09/2012

CONSENT OR REGULAR: Consent

CONTRACT REFERENCE NO
(IF APPLICABLE): 2012-246

SUBJECT:

Approve and authorize the County Judge to sign the Interlocal Agreement between the County of El Paso, the El Paso County Sheriff's Office and the Union Pacific Railroad Police for the use of the incinerator.

BACKGROUND/DISCUSSION OF TOPIC: To include statutory requirement, operational impact, or performance goal.

Union Pacific Railroad (UPR) also has a need to destroy confiscated narcotics, as well as confidential trash and evidence consisting of paper material from July 9, 2012 to September 30, 2012.

FISCAL IMPACT:

UPR will pay .40/pound for the destruction of narcotics and paper material.

PRIOR COMMISSIONERS COURT ACTION (IF ANY):

None

RECOMMENDATION:

Recommend approval.

COUNTY ATTORNEY APPROVAL

The attached document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

COUNTY ATTORNEY:

LEGAL REVIEW:

LEGAL REVIEW NOTES (If Applicable):

DATE:

SUBMITTED BY: Richard D. Wiles, Sheriff (915) 538-2006

Isabel Hernandez

From: Holly C. Lytle
Sent: Monday, July 02, 2012 4:04 PM
To: Thomas A. Downs; Frank J. Ortez (Commander); Isabel Hernandez
Subject: 2012-0246 Contract Review Form

EL PASO COUNTY LEGAL REVIEW FORM

2012-0246

Contract Description: Interlocal Agreement between the County, the Sheriff and the Union Pacific Railroad Police for the Use of the Incinerator

COUNTY ATTORNEY ACTION**

****Requested Amendments/Clarifications:** Please list any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

Approved as to Form as Submitted
 Approved as to Form with Amendments/Modifications/Reservations Noted Below*
 Not Approved

This document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

Holly C. Lytle
Assistant County Attorney
Date: 7/2/12

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

**INCINERATOR USE
INTERLOCAL AGREEMENT**

This Interlocal Governmental Agreement (“Agreement”) is entered into by and between the Union Pacific Railroad Police – El Paso (UPR), the El Paso County Sheriff (“SHERIFF”) and the County of El Paso, Texas (“COUNTY”).

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

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

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

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

1. PURPOSE OF AGREEMENT.

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

2. SHERIFF’S OBLIGATIONS AND DUTIES.

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

3. COUNTY'S OBLIGATIONS AND DUTIES.

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

4. UPR'S OBLIGATIONS AND DUTIES.

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

5. CONSIDERATION.

The UPR shall pay the County forty (40) cents per pound for the destruction of narcotics and paper material. The Sheriff shall send an invoice to the UPR after each burn for the total cost of the destruction of the narcotics and/or paper. The UPR shall have thirty (30) days to pay the total amount on the invoice to the County. If full payment is not made within thirty (30) days of receipt of the invoice, interest in accordance with Chapter 2251 of the Texas Government Code shall begin to accrue.

The Sheriff and County agree to maintain the price of forty (40) cents per pound for the first year of this Agreement. Thereafter, the Sheriff may unilaterally raise the price by giving ninety (90) days written notice to the County and the UPR of the increase.

6. TERM AND TERMINATION.

This Interlocal Agreement shall be effective on July 9, 2012, regardless of its date of execution, and shall terminate on September 30, 2012. At the end of the initial term, the agreement shall automatically renew for additional one year periods unless terminated by any party. Any party may terminate this Agreement without cause upon providing thirty (30) days written notice.

7. NOTICE.

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

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

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

TO THE UPR: Union Pacific Railroad Police
Supervisor Fax (915) 534-3614
1500 E. Overland Avenue
El Paso, Texas 79901

8. MISCELLANEOUS.

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

IN WITNESS WHEREOF this Interlocal Agreement has been executed by the County, by and through the County Judge, the Sheriff, and the Union Pacific Railroad – El Paso, in the manner provided by law.

EL PASO COUNTY

THE SHERIFF OF EL PASO COUNTY

County Judge Veronica Escobar

Richard D. Wiles

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

Holly C. Lytle
Assistant County Attorney

Delia Briones
County Clerk

Union Pacific Railroad Police - El Paso

APPROVED AS TO CONTENT:

LT Gilbert Mier
UPR Police Supervisor

SA Antonio Inciriaga