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

CITY CLERK DEPT.  
2015 JUL 16 AM 11:48

**DEPARTMENT:** El Paso Police Department  
**AGENDA DATE:** July 21, 2015  
**CONTACT PERSON/PHONE:** Peter Pacillas, Assistant Chief – 915-564-7301

**DISTRICT(S) AFFECTED:** All

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

**SUBJECT:**

To authorize the City Manager or designee to sign the Interlocal Agreement between the City of El Paso and Texas Department of Public Safety to allow for a reimbursement program to compensate the City for travel expenses incurred by the Tactical Flight Officer assigned to Department of Public Safety's Aircraft Section. The performance period will be twenty-four months the date after the contract is fully executed. It will have up to five (5) two (2) year renewal option terms. No cash match or in kind match required from the City of El Paso.

**SELECTION SUMMARY:**

Through continued interagency cooperation the El Paso Police Department (EPPD) and The Texas Department of Public Safety (TXDPS) mutually identified the advantages of shared resources to better serve law enforcement and public safety response to both departments' area of responsibility. TXDPS has invested in an aviation unit stationed in El Paso with limited personnel resources that are familiar with the geographic layout of the City of El Paso and the EPPD policing districts. With a supplement of EPPD personnel, both agencies will be able to efficiently augment each other's law enforcement missions.

**PRIOR COUNCIL ACTION:**

None

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**BOARD / COMMISSION ACTION:**

N/A

**DEPARTMENT HEAD:**

  
\_\_\_\_\_

**RESOLUTION**

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

1. That the City Manager or designee be authorized to sign the Interlocal Agreement between the City of El Paso and Texas Department of Public Safety to allow for a reimbursement program to compensate the City for travel expenses incurred by the Tactical Flight Officer assigned to Department of Public Safety's Aircraft Section.
2. That the reimbursement program is in the public interest of the residents of El Paso by enhancing the interagency cooperation between law enforcement aircraft and ground units.
3. That the City Manager or designee be authorized to sign any related paperwork to submit related invoices or receive reimbursement, and accept, reject, alter or terminate the resulting reimbursement program, authorize budget transfers, and submit necessary revisions.
4. The term of this Agreement shall start July 22, 2015 for a term of twenty-four (24) months with up to five (5) options for renewal, each renewal being for another two (2) year term.
5. No cash or in-kind match is required.

Approved this 21<sup>st</sup> day of July 2015.

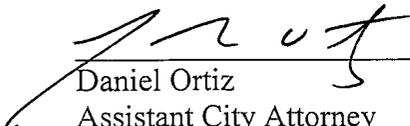
CITY OF EL PASO

\_\_\_\_\_  
Oscar Leeser, Mayor

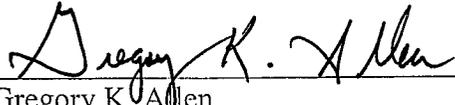
ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Daniel Ortiz  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Gregory K. Allen  
Chief of Police

**INTERLOCAL COOPERATION  
CONTRACT BETWEEN THE CITY OF EL  
PASO, TEXAS  
AND THE TEXAS DEPARTMENT OF PUBLIC  
SAFETY (TFO TRAVEL EXPENSE REIMBURSEMENT  
PROGRAM)**

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2015 JUL 16 AM 11:50

This Contract is made between the City of El Paso, Texas (hereafter, "El Paso") and the Texas Department of Public Safety (hereafter, "DPS"). Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791, Texas Government Code, as amended, providing for the cooperation between a local government body and an agency of the State of Texas, the Parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

1. Entity. Each Party is either a local government within the State of Texas or an agency of the State.
2. Public Benefit & Purpose. The respective governing body of each Party finds that: the subject of this Contract is necessary for the benefit of the public; and, that each Party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Contract; and, that the division of cost fairly compensates the performing Party for the services performed under this Contract; and, the performance of this Contract is in the common interest of both Parties.
3. Current revenues. Both the Party performing a service and the Party paying for the performance of government functions or services shall, respectively, render performance and make payments from current revenues legally available to the Party.
4. City Obligation. El Paso shall provide to DPS itemized invoices with supporting receipts for the reimbursement for travel expenses in accordance with Exhibit A.
5. Agency Obligation. DPS hereby (a) accepts the duties, terms, conditions, limitations, procedures, and scope of services stated in Exhibit A and, (b) shall perform its obligations stated therein.
6. Exhibit A incorporated. The provisions of Exhibit A are incorporated herein by this reference as though stated verbatim. The governing body of each Party hereby authorizes its point-of-contact official (named elsewhere herein) to mutually agree (without the need of further approval by either governing body) to make minor adjustments in the operational procedures, allocated duties, rights, etc. described in Exhibit A to facilitate greater efficiencies, reduce opportunity for errors, and better serve the public, so long as such adjustments do not require or constitute a change in fees or costs, or create a material change in performance required of a Party.
7. Liability. The purpose of this Contract is only to set forth the rights and duties of the Parties with regard to the governmental function or services described. This Contract does not create any right, benefit, or cause of action for any third party. By executing this Contract, neither Party waives, nor shall be deemed hereby to waive, any immunity

or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each Party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

8. Venue. If legal actions are brought under this Contract, then exclusive venue will lie in the county in which the defendant Party is located and, if located in more than one county, in the county in which the principal offices of the defendant Party are located. Notwithstanding anything to the contrary in this Contract, venue applies only to the two (2) Parties and not to any third party (parties).
9. Effective Date & Term. This Contract will become effective on the first day after it is fully executed, and if required prior to execution for that Party, has received approval of the Party's governing body. This Contract will remain in full force and effect for the duration of the Contract as described in Exhibit A.
10. Contacts. The point of contact for each Party will be the signatory in Exhibit A.
11. Severance & Survival. In the event any one or more of the provisions contained in this Contract will for any reason be held to be invalid, illegal, or unenforceable in any request, such invalidity, illegality, or unenforceability will not affect any other provision contained herein and this Contract will be construed as if such invalid, illegal, or unenforceable provision had never been contained.
12. Amendments. This Contract contains all the commitments and the agreements of the Parties and any oral or written commitments not contained herein will have no force or affect to alter any term or condition of this Contract. This Contract may be amended or modified in writing by the mutual agreement of the Parties. In the event of a conflict between the terms of this Contract and Exhibit A, then the terms of Exhibit A will control.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract and Exhibit A to be executed by their authorized officers the day and year written below. The Parties agree that this Contract may be executed in multiple copies, each of which is considered a duplicate original.

[Two Signature Pages Follow]

TEXAS DEPARTMENT OF PUBLIC  
SAFETY



David G. Baker  
Deputy Director  
Law Enforcement Operations  
Date: 6/4/15



[SIGNATURES CONTINUE ON NEXT PAGE]

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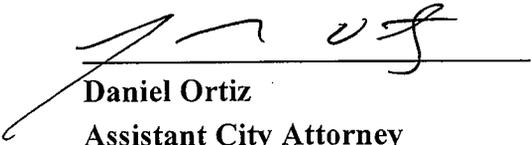
CITY OF EL PASO, TEXAS

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2015 JUL 16 AM 11:50

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Tomás González  
City Manager

APPROVED AS TO FORM:



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Daniel Ortiz  
Assistant City Attorney

## EXHIBIT A

### INTERLOCAL COOPERATION CONTRACT

STATE OF TEXAS

COUNTY OF EL PASO

#### I. CONTRACTING PARTIES

**This Interlocal Cooperation Contract (“Contract”)** is entered into by and between the Texas Department of Public Safety (“DPS”), and the City of El Paso, Police Department (“El Paso”), shown below as Contracting Parties, pursuant to the authority granted by and in compliance with the provisions of the INTERLOCAL COOPERATION ACT, Chapter 791, Tex. Gov’t Code .

#### II. DEFINITIONS

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

#### III. PURPOSE

The purpose of this Contract is to set out the terms and conditions under which El Paso will participate in conjunction with DPS in the TFO Travel Reimbursement Program.

#### IV. DURATION

If funded, this Contract commences on the date after it is fully executed and continues for twenty-four (24) months with up to five (5) two (2) year renewal option terms. DPS is not liable to El Paso for reimbursements incurred by El Paso prior to the date that DPS executes this Contract or after the termination of this Contract.

## V. AGREEMENT

**NOW THEREFORE**, El Paso and DPS, in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

A. El Paso and DPS shall abide by all federal and state laws and regulations.

B. DPS shall:

1. To the extent it is reasonably practicable for DPS, and to the extent DPS has available personnel, cooperate fully with El Paso in any matter related to the purpose of this Contract.
2. Provide training related to the TFO position as required by the DPS Aircraft Section policies and regulations.
3. Meet with the assigned TFO's direct report El Paso Police Department (EPPD) supervisor on a regular basis, but not less than twice a month.
4. Provide a monthly schedule to the assigned TFO's direct EPPD supervisor on a date agreed to by both Parties. Any schedule changes during the month will be made in writing via e-mail to the assigned TFO's direct report supervisor to ensure time card accuracy.
5. Allow the assigned TFO to maintain all EPPD mandated training requirements.
6. Provide training to EPPD regional command patrol officers on the capabilities, deployment and limitations in the coordinate use of DPS aviation and EPPD patrol operations.

C. El Paso shall:

1. Assign 100% participation of no more than two Police Officers to the DPS Aircraft Operations Division in El Paso, Texas. The selection of personnel for the TFO positions will follow the EPPD's Transfer Policy in accordance with contractual obligations with the El Paso Municipal Police Officers Association. A DPS Aircraft Section representative may sit in on the transfer boards as a subject matter expert relating to aircraft operations and regulations. The selection of personnel for the TFO positions will be presented and approved by and serve at the discretion of the DPS Aircraft Operations Division Chief Pilot. The assigned TFO shall comply with DPS uniform operational policies and procedures.
2. El Paso shall obtain the prior written approval of DPS for out of state travel.
3. The assigned TFO shall work a 40 hour work week based on DPS scheduling. When practical, all overtime will be strictly limited to

emergency situations and be approved in conjunction with an EPPD supervisor.

4. Provide a direct report EPPD supervisor to handle the daily administrative documentation, e.g. daily activity logs, time cards, leave requests, injury documents, required by the City of El Paso for the assigned TFO. This direct report supervisor will meet with a DPS Aviation Section supervisor on a regular basis, but no less than twice a month.

## VI. PAYMENT

- A. DPS shall pay El Paso for actual allowable travel expenses in response to law enforcement support requests including, but not limited to, pursuits, manhunts, search and rescue, disaster relief, surveillance, aerial photography, criminal transport or other operations.
- B. The assigned TFO shall invoice for the previous thirty (30) calendar days' travel expenses not to exceed the actual amount of itemized receipts that will be attached to a reimbursement request. Failure to submit such receipts with the invoice will result in denial of the reimbursement request.
- C. DPS shall make good faith efforts to process all reimbursement requests pursuant to the Prompt Payment Act .
- D. El Paso shall submit all reimbursement requests to:

Texas Department of Public Safety  
Bill C. Nabors, Jr.  
Chief Pilot  
10335 Golf Course Road  
Austin, Texas 78719

## VII. TERMINATION

This Contract may be terminated by any of the following conditions:

1. By mutual agreement and assent of both Parties if in writing and signed by both Parties.
2. By either Party upon service of written notice of termination upon the other Party no later than thirty (30) calendar days prior to the date of termination.
3. By expiration of this Contract under its own terms.

## VIII. AMENDMENTS

Unless otherwise specified, this Contract may be amended only by written instrument executed by both Parties.

## IX. ASSURANCES

El Paso is not liable for any travel expenses incurred by the TFO Program.

## X. LIABILITY

Each Party to this Contract is not liable for the acts and/or omissions of the other Party, its employees or agents. Each Party to this Contract is solely liable for the acts and/or omissions of its officers, employees, or agents.

The following information is provided as a general statement of insurance risks for DPS. DPS is self-insured and self-administered for workers' compensation and automobile liability and there are no private insurance companies involved in either process. Consistent with the policies of the state, DPS does not acquire commercial general liability insurance for torts committed by its employees who are acting within the scope of their employment.

WHEREFORE, the undersigned Parties do hereby bind themselves by the signatures of the Parties' designated representatives to the faithful performance of this Contract. This Contract may be executed in multiple copies, each of which is considered a duplicate original.

For the Texas Department of Public Safety:



David G. Baker, Deputy  
Director – Law Enforcement  
Operations

Date: 6/4/15



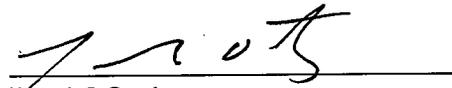
For the El Paso Police Department:

  
Gregory K. Allen, Chief of Police

Date: 7/13/2015

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2015 JUL 16 AM 11:50

Agreed to Form:

  
Daniel Ortiz,  
Assistant City Attorney

Date: 7/13/2015