

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

**DEPARTMENT:** International Bridges

**AGENDA DATE:** September 23, 2014

**CONTACT PERSON/PHONE:** Paul Stresow, Director of the International Bridges Department,  
(915) 533-7428

**DISTRICT(S) AFFECTED:** 6 and 8

**SUBJECT:**

Discussion and action that the City Manager provide written notification to renew the Section 560 Annex between the City and U.S. Customs and Border Protection (CBP) for an additional one year term to begin on October 1, 2014 and terminate on September 30, 2015 to allow for the reimbursement of additional CBP staffing hours to reduce wait times at the City's ports of entry.

**BACKGROUND / DISCUSSION:**

In order to continue with Section 560 of the Consolidated and Further Continuing Appropriations Act, 2013 which establishes a partnership between CBP and the City to generate alternative funding sources to pay for additional CBP staff hours during peak travel times to reduce wait times, the City must approve and authorize an additional one year term to the program.

**PRIOR COUNCIL ACTION:**

Agreement approved by City Council on December 3<sup>rd</sup>, 2013.  
January 26, 2014 was the program start date.

**AMOUNT AND SOURCE OF FUNDING:**

Program has been funded by bridge toll increase of \$ 0.50 cents that took effect on January 26, 2014. Revenue from the increased tolls is covering expenditures, as projected, making the program self-sufficient. Currently revenue is exceeding projections and cost is below projections.

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:** Paul Stresow  
Name

Signature

Date

## RESOLUTION

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

That the City Manager be authorized to provide written notification to the U.S. Customs and Border Protection (CBP) to renew the Section 560 Annex between the City and CBP for an additional one year term to begin on October 1, 2014 and terminate on September 30, 2015 to allow for the reimbursement of additional CBP staffing hours to reduce wait times at the City's ports of entry.

ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

THE CITY OF EL PASO

ATTEST:

\_\_\_\_\_  
Oscar Leaser  
Mayor

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

APPROVED AS TO FORM:

Brie L. Franco  
Brie L. Franco  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Paul Stresow  
Director of International Bridges

CITY CLERK DEPT.  
2014 SEP 18 PM 2:54

**ANNEX TO THE "SECTION 560" REIMBURSABLE FEE AGREEMENT**  
**BETWEEN U.S. CUSTOMS AND BORDER PROTECTION AND**  
**THE CITY OF EL PASO, TEXAS**

The City of El Paso ("The City") desires to reimburse U.S. Customs and Border Protection ("CBP") for the costs of requested services as permitted in Section 560 of Division D of the *Consolidated and Further Continuing Appropriations Act, 2013* ("the Act"), and subject to the terms of the attached Section 560 Reimbursable Fee Agreement ("Agreement"), when it is in the mutual interest of the The City and CBP and supports the United States economy and border security. The purpose of this document ("Annex") is to establish the method for The City to request and reimburse CBP for additional overtime provided by CBP officers in order to mitigate wait times at the El Paso Ports of Entry. CBP understands that The City chose the hours and days listed in this Annex in order to maximize as much as possible the availability of all lanes for inspection and processing during the times and days requested.

**I. DELEGATION OF AUTHORITY**

The City and CBP each name the following officials with the authority to request or cancel services for The City and the authority to approve or deny services for CBP.

The party entering into this Annex on behalf of CBP is the Director of Field Operations ("DFO") for the Port of El Paso. For the purposes of this Annex, the DFO hereby delegates his authority as the reviewing and approving official for CBP to the Port Director for the Port of El Paso. In the absence of the Port Director, the deciding and approving official for CBP will be the Assistant Port Director. This delegated authority will also reside in any person Acting in the capacity of the DFO, Port Director, and/or Assistant Port Director.

The party entering into this Annex on behalf of The City and who is also the deciding and approving official for The City is the Mayor of the City of El Paso. For the purposes of this Annex, the Mayor hereby delegates his authority as the reviewing and approving official for The City to the City Manager. In the absence of the City Manager, the deciding and approving official for The City will be the City Manager's designee. This delegated authority will also reside in any person Acting in the capacity of the City Manager and the City Manager's designee.

**II. APPROVED STANDING REQUEST FOR SERVICES BY LOCATION**

The City hereby requests that the services at the locations listed below be provided by CBP; and, CBP hereby approves such standing requests. Requests for the holidays described in this section will be made utilizing the process described in Section III of this Annex. The parties further agree that the number of lanes and hours being requested represent the maximum lanes and hours authorized under this Annex and that CBP has the discretion to staff below such requested levels, if necessary. The

parties also agree that such staffing will require two CBP officers per lane during the days and hours provided below in order to keep open, to the greatest extent possible, additional lanes to enhance operations and reduce wait times. The services requested are designed to enhance operational capabilities in order to benefit the users of the pedestrian, vehicular, and cargo lanes at the Ports of Entry described below. The modification of any part, or the entire cancellation, of the standing request must be made by The City to CBP in writing with as much advance notice as possible. Further, the parties agree that the modification or cancellation of this standing request for services will not nullify any other part of this Annex while it remains in effect.

A. CBP will increase its current services with reimbursements provided by The City for the overtime pay of CBP officers for the following times and days of the week at the passenger and cargo lanes of the Ports of Entry described below:

1. Type of Services: Passenger

Extension of the enhanced operational capabilities for pedestrian and vehicular lanes at Paso Del Norte Port of Entry ("PDN") and vehicular lanes at Ysleta Port of Entry ("Ysleta"):

a. Number of lanes:

PDN Pedestrian: 7 lanes on Mondays + 7 lanes on Holidays

PDN Vehicular: 6 lanes on Saturdays + 6 lanes on Sundays + 6 lanes on Holidays

Ysleta Vehicular: 6 lanes on Saturdays + 6 lanes on Sundays + 6 lanes on Holidays

b. Number of hours:

PDN Pedestrian: 2 hours on Mondays (1000 to 1200) x 7 lanes x 52 weeks=728 hours

6 hours on Holidays (1000 to 1600) x 7 lanes x 15 days= 630 hours

PDN Vehicular: 4 hours on Saturdays (1400 to 1800) x 6 lanes x 52 weeks=1,248 hours

2 hours on Sundays (2200 to 0000) x 6 lanes x 52 weeks=624 hours

6 hours (1100 to 1400 and 1900 to 2200) on Holidays x 6 lanes x 15 days=540 hours

Ysleta Vehicular: 4 hours (1400 to 1800) on Saturdays x 6 lanes x 52 weeks=1,248 hours

2 hours (2200 to 0000) on Sundays x 6 lanes x 52 weeks=624 hours

4 hours on Holidays (1400 to 1800) x 6 lanes x 15 days=360 hours

2. Type of Services: Ysleta Cargo

To open one (1) additional lane for two (2) hours from 1200 to 1400 hours on Wednesdays, Fridays and Saturdays.

- a. Number of lanes: one (1)
- b. Number of hours: 312 a year

### **III. PROCEDURES FOR REQUESTING ADDITIONAL SERVICES**

The following procedures only apply to requests for those services not already included in Section II of this Annex and holiday requests described in Section II ("additional services"):

- A. All requests for additional services and responses under this program must be conducted electronically in a standard format to support the integrity of this program.
- B. The City will submit requests for additional services to reimbursablefeeprogram-elpaso@cbp.dhs.gov, the official CBP email to address such requests, as soon as the nature of the service request is known.
- C. CBP will review and evaluate each request based on the availability of staff and mission priorities. CBP will return an electronic response with an approval or denial to The City's email.
- D. In the event it is necessary for The City to make an urgent telephone request, The City will follow up with an email to the above address detailing the request made by telephone as soon as practicable.
- E. The City will provide CBP with a request for additional services at least three (3) calendar days prior to the date of commencement of services.
- F. While The City may alter its request for additional services at any time for any reason, including but not limited to, demand, wait time and most efficient use of The City's resources, in the event it is necessary for The City to reduce or cancel any previously approved request for additional services, The City will notify CBP of the cancelation or reduction at least 24 hours prior to the commencement of the previously approved services.

### **IV. CBP ADMINISTRATIVE AND OPERATIONAL CONTROL**

The CBP Port Director retains sole and exclusive administrative, supervisory, and operational control and direction over the CBP personnel or its contracted employees at the ports of entry described in this Annex. The City shall not exercise any control or authority over CBP employees, methods of operation, or training of employees. The City does not have any authority or control over CBP policies, practices, or procedures (whether or not The City has knowledge of those policies, practices, or procedures). CBP mission-related emergencies may require adjustments and/or interruption of previously agreed-upon services.

In addition, CBP currently estimates that the rate at which CBP will charge The City for any reimbursable costs would be based on the hourly rate approximately equivalent to a GS-12 (step 5) CBP Officer as outlined by the U.S. Office of Personnel Management for this location, plus applicable benefits and indirect costs (which currently includes an assumption of 38.95% government contribution rate and 15% for indirect costs such as those related to program administration) for any overtime pay billed under the Agreement and this Annex; the actual hourly rate for each CBP officer may be lower or higher depending on the GS grade and step level of the CBP Officer(s) who actually perform(s) the requested services. The City acknowledges that this rate is only an estimate based on certain assumptions and is subject to change without advance notice to The City. CBP's intent in providing this cost information in the Annex is merely to provide a general sense of the possible charges to be made to The City. The actual amount to be billed by CBP will be based on the actual CBP services performed and CBP's reimbursable costs actually attributable to those services.

## **V. ADDITIONAL RESPONSIBILITIES**

- A. A committee of representatives from The City and CBP ("The Committee") will be established for the purpose of meeting at least once each month to review the wait times, services, times and days requested herein, along with the need for any additional services requests or cancellations identified for the upcoming months (i.e., holidays, start of school year, etc.). The Committee will jointly seek to identify successes and challenges encountered during the previous month and shall also discuss the reimbursable costs anticipated for each upcoming month(s) based on information provided by CBP. The Committee may schedule meetings in addition to the required monthly meeting as needed. The goals of The Committee shall be to reduce wait times in the following manner:

Pedestrian from 24-30 minutes to 12-15 minutes,  
Vehicles at PDN from 30 minutes to 15 minutes,  
Vehicles at Ysleta from 24 minutes to 12 minutes; and,  
Ysleta Cargo processing within 19 minutes or less.

- B. CBP agrees to provide The City, on a monthly basis, with the following:
1. A report of the actual hours worked by CBP officers at inspection lanes and reimbursable costs incurred, provided separately for each Port of Entry and to the extent possible by each type of service and/or lane (i.e., vehicular, pedestrian, and cargo).
  2. Any adjustments to the Port's overtime budget, staffing allocations, or funding levels that will impact CBP's regular scheduling assignments or services requested in this Annex.

- C. The City will provide CBP with a quarterly economic report to include all toll revenues for southbound users for the locations where services under this Annex are provided and any other metrics showing the impact on the economy that the City can provide or develop. CBP will provide the City with data collected related to the number of northbound users.

#### **VI. CBP LIMITATIONS ON APPROVING OVERTIME REQUESTS**

- A. The City acknowledges that CBP must adhere to the provisions of the CBP Collective Bargaining Agreement relating to overtime assignments which include, but is not limited to, least cost principles. Efforts will be made by CBP to accommodate requests for overtime within the applicable constraints.
- B. All overtime will be billed in quarter-hour (15 minute) increments.
- C. An officer who works into the next quarter-hour increment will be paid for that full quarter hour.
- D. Officers that accrue \$17,500 in overtime earnings in a given fiscal year under current pay cap restrictions will be placed into a prorated earning status, possibly limiting the number of available staff to participate in overtime requests made pursuant to this Annex.
- E. To the extent possible, CBP will minimize overtime expenses incurred pursuant to this Annex for enforcement and administrative costs.
- F. Where cost savings may be realized, CBP will attempt to fulfill The City's requests for overtime with CBP officers, and not with supervisory CBP officers.
- G. As specified under the Act, the CBP Port Director cannot approve a request that will unduly and permanently impact CBP operations at the Port of El Paso or elsewhere.

#### **VII. FACILITIES**

The services requested in this Annex do not require any alteration or expansion of CBP facilities as contemplated by Section III of the Agreement. Therefore, during the term of the Agreement, The City is not responsible for the reimbursement of any costs referenced in Section III of the Agreement.

#### **VIII. LIMITATION OF LIABILITY**

The limitations contained in this section of the Annex are intended to be additional limitations to those contained in Section XV of the Agreement.

The reimbursements provided by The City to CBP are for enhancing operational capabilities in order to benefit the users of pedestrian, vehicular, and cargo lanes at the ports of entry described in this Annex, and not intended to be payments by The City to CBP employees. The City and CBP agree that no legal relationship is created between The City and CBP employees or agents by the services requested in this Annex, including but not limited to, that of employer-employee or principal-agent.

EXCEPT TO THE EXTENT THAT THE CITY IS LIABLE FOR THE AMOUNT OF REIMBURSABLE EXPENSES AND ANY ASSOCIATED PENALTY OR INTEREST OWED AS



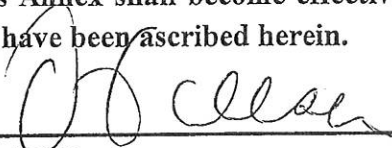
ARTICULATED UNDER THE AGREEMENT AND ANNEX, EACH PARTY SHALL BE SOLELY RESPONSIBLE FOR FISCAL PENALTIES, FINES OR ANY OTHER SANCTIONS OCCASIONED AS A RESULT OF A FINDING THAT VIOLATIONS OF ANY APPLICABLE LOCAL, STATE OR FEDERAL REGULATIONS, CODES OR LAWS OCCURRED AS A RESULT OF THAT PARTY'S ACTIONS PURSUANT TO THIS ANNEX, EXCEPT AS MAY BE SPECIFICALLY PROVIDED BY LAW. IN NO EVENT DO THE SERVICES REQUESTED IN THIS ANNEX MAKE THE CITY LIABLE FOR ANY CLAIM ARISING OUT OF, BASED UPON, OR RELATED TO CBP'S LIABILITY, OBLIGATIONS OR RESPONSIBILITIES AS AN EMPLOYER, INCLUDING BUT NOT LIMITED TO, ANY OBLIGATION OF CBP TO PROVIDE FOR WAGES, COMPENSATION, FICA, MEDICAID AND ANY OTHER PAYROLL TAXES, PREMIUMS FOR MEDICAL AND HEALTH INSURANCE, SEVERANCE PREMIUMS, ACCRUED VACATION OR SICK DAYS, ALL LIABILITIES, DEBTS, AND OBLIGATIONS RELATING TO ANY EMPLOYEE DEFERRED COMPENSATION PLAN, PENSION OR RETIREMENT PLANS, HEALTH, AND OTHER EMPLOYEE PLANS, INCLUDING, WITHOUT LIMITATION, ANY DEFINED BENEFIT PENSION PLAN.

#### IX. ANNEX TERM

- A. Any modification to this Annex must be agreed to by both The City and CBP, made in writing, and signed by the CBP DFO and Mayor of The City.
- B. The initial term of this Annex shall begin on the date that CBP commences the provision of services pursuant to this Annex and shall end on September 30, 2014 unless renewed for an additional one year term by The City through written notification to CBP to begin on October 1, 2014 and to terminate on September 30, 2015. The term of the Annex may be extended to include, but not to exceed, a total of five years.
- C. The City or CBP may terminate this Annex for any reason upon 30-days prior written notice to the other party.
- D. This section only pertains to and governs the Annex and shall have no impact on the duration, revision, and termination of the Agreement.

#### X. SIGNATURES BY PARTIES

Agreement to the terms of this Annex is attested to by the signatures ascribed below. It is agreed that each individual who is signing on behalf of each party is authorized to enter into this binding Annex. This Annex shall become effective on the day that all signatures of the required parties noted below have been ascribed herein.

  
\_\_\_\_\_  
Mayor, City of El Paso

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director, Field Operations, El Paso Field Office

  
\_\_\_\_\_  
Date





# **Agenda Item # 11.1**

## **“Section 560”**

Public-Private-Partnership (P3)



THE CITY OF EL PASO  
**INTERNATIONAL  
BRIDGES**

September 23, 2014



## Section 560 Background

- El Paso chosen as one of five cities to participate in a five year Pilot Public-Private-Partnership Program with Customs and Border Protection (CBP)
- City pays for additional service hours through tolls, which were increased by \$0.50 for autos, and \$0.50 per axle for commercial vehicles. (January 2014)
- Allows the City to pay for CBP overtime in an effort to reduce wait times at Ports of Entry and staff all lanes during peak hours in general
- Agreement approved by City Council on December 3<sup>rd</sup>, 2013
- Implementation: January 26<sup>th</sup>, 2014

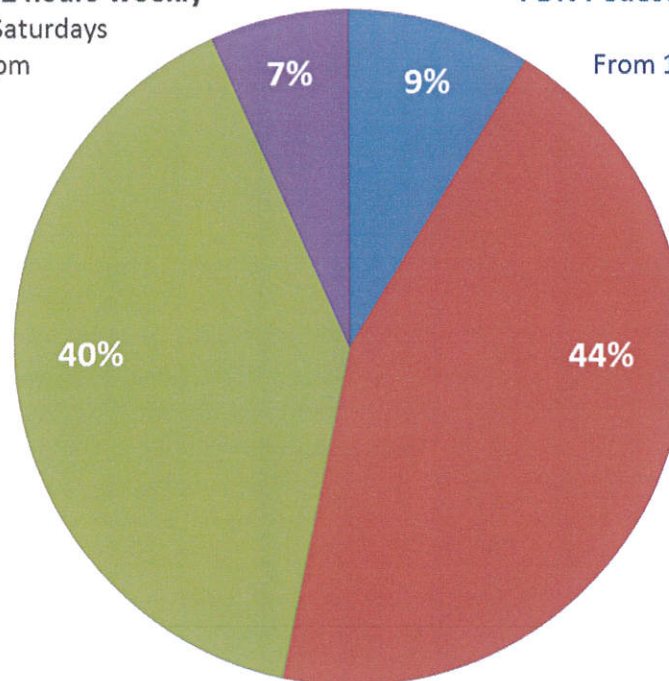


## Distribution of Hours

**Ysleta-Zaragoza Commercial - 12 hours weekly**  
 Wednesdays, Fridays and Saturdays  
 From 12:00 to 2:00 pm  
 1 Lane

**PDN Pedestrians - 16 hours weekly**  
 Mondays  
 From 10:00 am to 2:00 pm  
 2 Lanes

**Ysleta-Zaragoza Vehicles**  
**72 hours weekly**  
 Saturdays  
 From 2:00 to 6:00 pm  
 6 lanes  
 Sundays  
 From 10:00 pm to 12:00 am



**PDN Vehicles - 80 hours weekly**  
 Mondays  
 From 5:00 to 6:00 am  
 4 Lanes  
 Saturdays  
 From 2:00 to 6:00 pm  
 6 Lanes  
 Sundays  
 From 10:00 pm to 12:00 am

9,360 Overtime Hours  
 15 Holidays (3,060 hours)





# Additional Hours for Ysleta Cargo

- Every Saturday enhance by adding 2 hours to the front of 1200-1400 (12:00 pm to 2:00 pm)
- Every Thursday add 2 more lanes from 1600 to 2000 (4:00 pm to 8:00 pm)
- Every Friday add 2 more lanes from 1600 to 2000 (4:00 pm to 8:00 pm)



## Action Requested

- Authorize that the City Manager provide written notification to renew Section 560 Annex between the City and U.S. Customs and Border Protection (CBP) for additional one year term to begin on October 1, 2014 and terminate on September 30, 2015 to allow for the reimbursement of additional CBP staffing hours to reduce wait times at the City's ports of entry.





## Questions/Comments

THE CITY OF EL PASO  
INTERNATIONAL  
BRIDGES