



**Maya Sanchez**  
Mayor

**Leticia Miranda**  
Alderson Place 1

**David Cantu**  
Alderson Place 2

**Miguel Najera Jr.**  
Alderson Place 3

**Rebecca Martinez-Juarez**  
Alderson Place 4

**George Almanzar**  
Alderson Place 5

### **RESOLUTION NO. 1701R.05**

**A RESOLUTION BY THE CITY OF SAN ELIZARIO APPROVING AND AUTHORIZING THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND THE EL PASO COUNTY EMERGENCY SERVICES DISTRICT NO 2.**

#### RECITALS

WHEREAS, the City of San Elizario ("City") is a Type A general-law municipality situated in El Paso County, State of Texas; and

WHEREAS, the El Paso Emergency Services District No. 2 ("District") established pursuant to Chapter 775 of the Texas Health and Safety Code, is located in El Paso County, Texas and provides its statutory services to the City; and

WHEREAS, the City is eligible to apply and receive the services of the District's Fire Marshal; and

WHEREAS, the District and the City desire to utilize the services of the District's Fire Marshal for certain inspection and investigation services; and

WHEREAS, the City Council finds that a cooperative agreement with the District to provide Fire Marshal Services to the City benefits residents of both entities; and

WHEREAS, the City and District are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 *et seq.*, which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of San Elizario, Texas, that:

1. The foregoing Recitals are hereby adopted as facts and are incorporated fully herein.

Interlocal Cooperation Agreement  
between the  
El Paso County Emergency Services District No.2  
and the  
City of San Elizario, Texas,  
Regarding Fire Marshal Services

---

Approved October 24, 2017

STATE OF TEXAS       §  
                                  §  
COUNTY OF EL PASO   §

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE EL PASO COUNTY EMERGENCY SERVICES DISTRICT NO.  
2, AND THE CITY OF SAN ELIZARIO, TEXAS,  
REGARDING FIRE MARSHAL SERVICES**

This Agreement is made on this the 24<sup>th</sup> day of October, 2017, by and between the El Paso County Emergency Services District No. 2, hereinafter referred to as "District" and the City of San Elizario, Texas, hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

WHEREAS, the District is an Emergency Services District established pursuant to Chapter 775 of the Texas Health and Safety Code, located in El Paso County, Texas;

WHEREAS, the City of San Elizario, Texas, is a municipality situated in El Paso County, State of Texas;

WHEREAS, the District and the City, each pursuant to its statutory and constitutional authority, are responsible for the safety and welfare of those which it serves and are desirous that the necessary services be provided within the District and City; and

WHEREAS, the City is eligible to apply and receive the services of the District's Fire Marshal; and

WHEREAS, the District and the City desire to utilize the services of the District's Fire Marshal for certain inspection and investigation services; and

WHEREAS, the District and the City believe that a cooperative agreement authorizing the District to provide Fire Marshal Services to the City would provide a mutual benefit to residents of both the District and the City; and

WHEREAS, the District and the City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act:

NOW THEREFORE, the District and the City, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. **Services.** The District and the City agree that the District will make available the services of the Fire Marshal and his deputies (hereafter "Fire Marshal") for the El Paso County Emergency Services District No. 2, for certain inspections and investigations relating to certain ordinance violations occurring in any and all public and private facilities and properties located in El Paso County, Texas, that lie within the municipal limits of the City of San Elizario, Texas, as follows:
  - a. The Fire Marshal shall work with San Elizario staff regarding the enforcement of City ordinances that relate to matters concerning or affecting fire safety. Such ordinances may include the weed and debris ordinance.
  - b. The Fire Marshal, upon observance of an ordinance violation may conduct an investigation into such violation. If the violation is such that the owner or occupant of the property can make a correction, the Fire Marshal may contact the owner or occupant of a property in violation to advise of the violation and request that the violation be corrected or cured. The Fire Marshal may submit a report of such violation, to include any steps taken requesting correction or cure and the effect of such request, to the San Elizario Court Clerk using any forms as are provided by the City, which shall be forwarded to the City Prosecutor. Such report shall contain adequate information from which the Prosecutor may make a determination regarding the filing of charges for the violation in the San Elizario Municipal Court.
  - c. If the City Prosecutor accepts the case for prosecution, the Fire Marshal or deputy submitting the case will be notified and requested to sign a complaint affidavit within 10 business days. At least three weeks prior to setting the case for court, the San Elizario Court Clerk will notify the Fire Marshal or deputy submitting the case to determine his or her availability for attendance in court. The Fire Marshal or deputy submitting the case will advise the San Elizario Court Clerk within 3 business days of the notification if they will not be available for the proposed court setting. The Elizario Court Clerk will confirm the actual court setting with the Fire Marshal or deputy

submitting the case approximately 10 days prior to court. The Fire Marshal or deputy submitting the case, unless they provide the notification of unavailability, shall appear at the San Elizario Municipal Court on the day and time as notified without the necessity of the Court issuing a summons for their attendance.

2. **Purpose.** This Interlocal Agreement is limited solely to the purposes expressed herein.
3. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law) present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail. The Agreement shall be modified only to the extent as necessary to conform the agreement to the applicable law bring them within the legal requirements and only during the time such conflicts exist.
4. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
5. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the District and City, and not otherwise.
6. **Texas Law to Apply.** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas.
7. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, (ii) sent by registered or certified mail, return receipt requested, postage prepared and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District: El Paso County Emergency Services District No. 2  
Attention: Rogelio Esparza, Fire Marshal  
100 S. San Elizario Rd.  
Clint, Texas 79836

If to City: City of San Elizario  
Attention: Maya Sanchez, Mayor  
12710 Church St.  
P.O. Box 1723  
San Elizario, Texas 79849

Each notice demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed, at such time as it is deposited in the United States mail.

8. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
9. **Assignment.** This Agreement shall not be assignable.
10. **Termination.** This Agreement shall be in full force and effect from the effective date until such time as the Agreement is terminated by either party upon giving written notice to the other party of termination, effective on the date as set forth in the notice or upon receipt by the other party if no termination date is specified.
11. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
12. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
13. **Authority to Execute.** The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary law,

resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

14. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
15. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.
16. **Severability.** Should any phrase, clause, sentence or section of this Agreement be Judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included.

WITNESS THE HAND OF THE PARTIES effective as of the day and year last written below.


**EL PASO COUNTY EMERGENCY SERVICES DISTRICT NO. 2**

APPROVED AND AGREED TO:

  
\_\_\_\_\_  
Adrian Santana  
El Paso County Emergency Services District No. 2

Date: March 3, 2017

**CITY OF SAN ELIZARIO**

  
\_\_\_\_\_  
Mayor Maya Sanchez  
City of San Elizario, Texas

Date: 10/24/2017