



Antonio Araujo
Mayor

Leticia Miranda
Alderson Place 1

David Cantu
Alderson Place 2

Lorenzo E. Leyva Sr.
Alderson Place 3

Maria Covernali
Alderson Place 4

George Almanzar
Alderson Place 5

RESOLUTION NO. 2001R.05

A RESOLUTION APPROVING THE SECOND INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAN ELIZARIO AND THE COUNTY OF EL PASO FOR THE ADMINISTRATION AND ENFORCEMENT OF THE EL PASO MISSION TRAIL HISTORICAL AREA ZONING REGULATIONS.

RECITALS

- WHEREAS, pursuant to Texas Local Government Code Chapter 231.171 *et seq.*, the Commissioners Court of El Paso County, Texas adopted the El Paso Mission Trail Historical Area Zoning Regulations (“the Regulations”) by Order dated December 7, 1995; and,
- WHEREAS, the Regulations initially covered the area of the unincorporated community of San Elizario within El Paso County, which was later incorporated as the City of San Elizario in 2013 by vote of its residents and in which the District now lays; and,
- WHEREAS, to ensure the quasi-judicial and administrative review of the Regulations in the District, the Commissioners Court authorized the designation of the administrative bodies, County Mission Trail Zoning and Planning Commission, Mission Trail Board of Adjustment and Mission Trail Historical Landmark Commission; and,
- WHEREAS, the City has adopted and implemented a Historic Preservation Ordinance, and a Zoning Ordinance which created and established a Planning and Zoning Commission, a Historic Landmark Commission and a Board of Adjustment which duties are identical to the County's administrative bodies; and
- WHEREAS, in September 2017, the Parties entered into the initial Interlocal Agreement for the Administration and Enforcement of the El Paso Mission Trail Historical Area Zoning

Regulations and now desire to enter into this Second Interlocal Agreement to continue the purpose of the initial Agreement and to amend and revise several of the provisions to improve the ability of the City to administer and enforce the Regulations; and

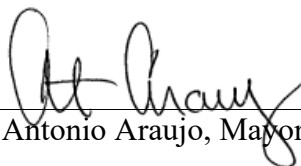
WHEREAS, Texas Government Code Chapter 791 authorizes a local government to contract or agree with another local government on the provision of services, and the City finds the interlocal agreement with the County of El Paso for the administration and management of the Mission Trail Historic District by the City of San Elizario is appropriate and in the best interest of the public.

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.
2. The City Council of the City of San Elizario hereby approves the "*Second Interlocal Agreement between the City of San Elizario and the County of El Paso for the Administration and Enforcement of the El Paso Mission Trail Historical Area Zoning Regulations*" attached hereto as *Attachment A* and incorporated fully herein.
3. The Mayor is hereby authorized to execute the Agreement attached hereto as *Attachment A* on behalf of the City.
4. This Resolution shall be effective immediately upon passage and approval.

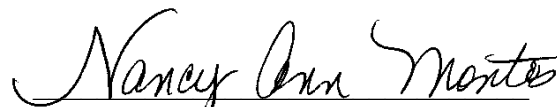
PASSED AND APPROVED this, the 25th day of April, 2020, by a vote of 5 (*ayes*) to 0 (*nays*) to 0 (*abstentions*) of the City Council of San Elizario, Texas.

CITY OF SAN ELIZARIO, TEXAS



Antonio Araujo, Mayor

ATTEST:



Nancy Montes, City Clerk

SECOND INTERLOCAL AGREEMENT

BETWEEN

THE COUNTY OF EL PASO AND
THE CITY OF SAN ELIZARIO, TEXAS

FOR THE

ADMINISTRATION AND ENFORCEMENT OF THE
EL PASO MISSION TRAIL
HISTORICAL AREA ZONING REGULATIONS

Approved April 25th, 2020

**SECOND INTERLOCAL AGREEMENT
BETWEEN
THE COUNTY OF EL PASO AND THE CITY OF SAN ELIZARIO, TEXAS
FOR THE ADMINISTRATION AND ENFORCEMENT OF THE
EL PASO MISSION TRAIL HISTORICAL AREA ZONING REGULATIONS**

The Commissioner's Court of the County of El Paso, Texas (“COUNTY”) and the City Council of the City of San Elizario, Texas (“CITY”), individually "PARTY", collectively "the PARTIES", by and through their respective duly authorized elected officials, enter into this Second Interlocal Agreement ("Agreement") for the administration and enforcement of the El Paso Mission Trail Historical Area Zoning Regulations.

RECITALS

WHEREAS, pursuant to Texas Local Government Code Chapter 231.171 *et seq.*, the Commissioners Court of El Paso County, Texas adopted the El Paso Mission Trail Historical Area Zoning Regulations (“the Regulations”) by Order dated December 7, 1995; and

WHEREAS, the Regulations apply to approximately 383 acres of property, described statutorily as the "El Paso Mission Trail Historical Area", and referenced herein as "Area", and are intended to:

- Promote orderly growth and development;
- Encourage tourism and economic development;
- Preserve historical, cultural and architecturally significant assets;
- Provide adequate health and safety requirements;
- Prevent overcrowding or undue concentration of population;
- Facilitate adequate public services and infrastructure;
- Develop parks, recreation and educational areas.

WHEREAS, the Regulations initially covered the area of the unincorporated community of San Elizario within El Paso County, which was later incorporated as the City of San Elizario in 2013 by vote of its residents and in which the Area now lays; and

WHEREAS, to ensure the quasi-judicial and administrative review of the Regulations in the Area, the Commissioners Court authorized the designation of the County Mission Trail Zoning and Planning Commission, the Mission Trail Board of Adjustment and the San Elizario Historical Landmark Commission; and

WHEREAS, since its incorporation, the CITY has adopted and implemented a Comprehensive Plan, in addition to a Historic Preservation Ordinance as well as a Zoning Ordinance which creates a Historic Overlay District, which ordinances include the Area and incorporate the Regulations for application to and enforcement in the Area; and

WHEREAS, in addition, the CITY has created and established a Planning and Zoning Commission, a Historic Landmark Commission and a Board of Adjustment, which duties are identical to the COUNTY'S administrative bodies; and

WHEREAS, the CITY continues to request delegation by the COUNTY to the CITY of the COUNTY'S statutory authority to regulate land use and buildings in the Area; and

WHEREAS, in September 2017, the Commissioners Court of the COUNTY entered into an Interlocal Agreement with the CITY, COUNTY Contract No. 2017-0384, as extended and attached hereto as "Exhibit A", , whereby the COUNTY delegated the authority and the CITY accepted the authority to regulate the land use and buildings in the Area for the period through April 29, 2020; and

WHEREAS, the Commissioners Court of the COUNTY finds that continuing the local control of the CITY through its aforementioned ordinances, and its Commissions and Board will allow and provide for the continued enforcement of the Regulations in the Area; and

WHEREAS, the CITY has demonstrated its commitment to the preservation, development, and protection of the historical and cultural aspects of the Area, and its actions comport with and align with the statutory purposes of the Regulations; and

WHEREAS, the Commissioners Court of the COUNTY finds that the continued transition to the CITY of the duties and responsibilities of statutory oversight of the Area would be of benefit not only to the COUNTY and to the CITY, but also to the unique historic and cultural treasure that is the Mission Trail Historical Area; and

WHEREAS, Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the "Act"), authorizes the COUNTY and CITY to enter into this Interlocal Agreement for the continued delegation by the COUNTY and the assumption by the CITY of the performance of the duties under the Regulations.

NOW, THEREFORE, in consideration of the recitals, agreements and covenants set forth herein, the COUNTY and CITY hereby agree as follows:

SECTION 1. FINDINGS OF FACT

The foregoing recitals are adopted as facts and are incorporated fully herein.

SECTION 2. DELEGATION; ACCEPTANCE

- A. Delegation by COUNTY. The COUNTY hereby delegates to the CITY the oversight, administration and enforcement (“powers”) of the Regulations in the Area that lies within the city limits of the City of San Elizario derived from and authorized by Local Government Code Section 231.171 *et. seq.*, and authorizes the CITY to perform all duties, functions and responsibilities as set forth therein and as provided by state law and this Agreement, including but not limited to making all decisions, holding hearings and taking adoption actions as authorized for the Commissioners Court by these statutes.
- B. Acceptance by CITY. The CITY hereby accepts the delegation from the COUNTY and agrees to assume and to exercise the powers set forth in the Regulations of the Area that lies within the city limits of the City of San Elizario derived from and authorized by Local Government Code Section 231.171 *et. seq.*, and to perform all duties, functions and responsibilities, including the duties of oversight, administration and enforcement of the Regulations in the Area, including but not limited to making all decisions, holding hearings and taking adoption actions as authorized for the Commissioners Court by these statutes. The CITY shall exercise these duties through its respective boards and commissions established for the Area and described herein.

SECTION 3. COUNCIL, COMMISSIONS AND BOARD OF ADJUSTMENT

- A. The City Council of the CITY shall assume and perform the duties and functions of the Commissioners Court in accordance with Texas Local Government Code Chapter 231.171 *et seq.*
- B. The City of San Elizario Planning and Zoning Commission shall assume and perform the duties and functions of the County Mission Trail Zoning and Planning Commission in accordance with Texas Local Government Code Chapter 231.171 *et seq.*
- C. The City of San Elizario Board of Adjustment shall assume and perform the duties and functions of the County Mission Trail Board of Adjustment in accordance with Texas Local Government Code Chapter 231.171 *et seq.* In accordance with Local Government Code Section 231.181, judicial review of a Board decision shall be conducted by a court of record. The PARTIES agree that a district court or a county court at law shall serve as a court of record.
- D. The City of San Elizario Historical Landmark Commission shall assume and perform the duties and functions of the COUNTY’S San Elizario Historical Landmark Commission, a commission established by the Regulations. The COUNTY delegates from the COUNTY to the Council of the CITY the authority to hear and decide an appeal of a ruling by the Landmark Commission.
- E. Commission and Board members shall serve without compensation.
- F. In accordance with Local Government Code Section 231.183(a), in exercising their respective powers on matters, the Council, Commissions and Board shall apply the Regulation if the Regulation imposes higher standards than those required under another statute or local order,

including CITY ordinances, or regulation. If the other statute or local order, including CITY ordinances, or regulation imposes higher standards, that statute, order or regulation controls.

- G. The COUNTY delegates to the City Council of the CITY the process for initiating proposed amendments, conducting hearings and making the decisions to adopt proposed amendments to a Regulation or a district boundary as outlined in Local Government Code Section 231.177 and may be provided for in the Regulations.
- H. Except as set forth below, the CITY assumes the responsibility and shall bear all costs for managing, operating, enforcing and defending the Regulations and the decisions of the above-listed Commissions and Board on matters under the Regulations in the Area. The CITY shall provide and appoint legal counsel to serve as counsel for the Commissions and Board. The preceding provisions shall survive termination of this Agreement. The PARTIES agree that civil penalties assessed for enforcement violations and recovered by the County shall be transferred to the CITY as partial consideration for the performance of this Agreement.
 - 1. The COUNTY shall keep the Zoning Map for the Area as provided in Section 72 of the Regulations of the Area and shall revise and update the Zoning Map as necessary to reflect changes in the boundaries of the districts occurring after 2016. In the event that the Regulations of the Area are revised to allow the CITY to incorporate the Zoning Map of the Area into the City's general Zoning Map, the COUNTY shall provide all data relating to the Zoning Map of the Area to the CITY and shall assist the CITY with the preparation of a new Zoning Map.
 - 2. The PARTIES agree that nothing in this Agreement or in the Regulations prohibits the City from charging such fees or surcharges to the fees provided for in the Regulations of the Area for the purpose of assuring that the CITY is able to charge fees of such an adequate amount to cover the CITY's actual costs to administer the Regulations.
- I. The PARTIES agree that the CITY may adopt the Regulations in the Area as a penal ordinance of the CITY, and the CITY may enforce such CITY Ordinance as the CITY determines to be appropriate. Violations of such an Ordinance may be prosecuted in the San Elizario Municipal Court in the same manner as violations of all other penal ordinances of the CITY. The CITY may enforce all of its Ordinances regulating the health and safety of the portion of the CITY located within the Area, and in the event that any such provisions conflict with the Regulations of the Area, the CITY may elect to enforce the ordinance or regulation with the higher standard and protection of the health and safety of the portion of the CITY located in the Area.
- J. It is understood and agreed to by the PARTIES that the City, Council, Commissions and Board shall perform their respective functions and duties in the same manner as if they were the Commissioners Court, Commissions and Board of the COUNTY, respectively. These bodies are separate from the COUNTY and shall operate independently from the COUNTY. Separate COUNTY approval, authorization, or ratifications of actions taken by the City Council, Commissions and Board are not required nor may the COUNTY take action to override or change such decisions during the term of this Agreement.

SECTION 4. ZONING ADMINISTRATOR

- A. The City of San Elizario City Administrator or other designee of the Mayor shall assume and perform the duties of the Mission Trail Zoning Administrator.
- B. The Mission Trail Zoning Administrator shall submit an annual report at the end of every calendar year to the COUNTY detailing the decisions and activities performed by the Commissions and the Board of Adjustment in the year.

SECTION 5. EFFECTIVE DATE; TERM; TERMINATION

This Agreement shall commence on April 30, 2020 and shall be in effect through December 31, 2020, and thereafter shall automatically renew on a calendar year basis, unless terminated as provided herein.

The governing body of either PARTY may terminate this Agreement by giving the other PARTY ninety (90) days advance written notice. The COUNTY may terminate this Agreement immediately for cause upon a showing of incompetence or gross negligence in performance of duties by the CITY. Pending and unresolved applications at the time of termination shall be referred to the COUNTY for appropriate action, unless this Agreement is automatically terminated as provided in the following sentence. This Agreement shall automatically terminate upon the effective date of any legislation provided in Section 6 below.

SECTION 6. LEGISLATIVE ASSIGNMENT; STATUTORY AMENDMENT

The PARTIES hereby agree that upon successful performance by the CITY of the duties and obligations of this Agreement, the PARTIES may seek a repeal or amendment of Local Government Code Chapter 231, Subchapter I, granting management and administration of the Area within the city limits of the City of San Elizario to the CITY.

SECTION 7. NOTICE

All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

To COUNTY:
 El Paso County
 Director of Planning & Development
 800 E. Overland, Suite 200
 El Paso, Texas 79901

To CITY:
 City of San Elizario, Texas
 Antonio Araujo, Mayor
 P.O. Box 1723
 San Elizario, TX 79849

With a copy to:
 El Paso County Attorney
 500 E. San Antonio
 El Paso, Texas 79901

Either PARTY may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in the U.S. mail.

SECTION 8. ENTIRE AGREEMENT; AMENDMENT

This Agreement contains the entire agreement of the PARTIES. There are no other promises or conditions in any other agreement either oral or written. This Agreement supersedes any prior written agreements between the PARTIES. This Agreement may be modified or amended in writing signed by the governing bodies of each PARTY.

SECTION 9. CHANGE OF STATUS

This Agreement shall automatically terminate if either Governmental Entity ceases to exist or substantially changes the nature of its governing business.

SECTION 10. NO JOINT ENTERPRISE OR EMPLOYMENT RELATIONSHIP

CITY and COUNTY are associated only for the purposes set forth in this Agreement. Each PARTY is an independent entity and shall have the sole right to supervise, manage, operate, control, and direct the performance of its respective duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of an employer-employee or principal-agent, or to otherwise create any liability whatsoever with respect to the indebtedness, liabilities, and obligations of either PARTY.

SECTION 11. LIABILITY

Each PARTY is solely responsible for the actions or omissions of its employees and agents to the extent required by Texas law. Where injury or property damage results from the joint or concurring acts or omissions of the PARTIES, liability, if any, shall be shared by each PARTY in accordance with the applicable laws of the State of Texas, and subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the PARTIES and not for the benefit of any person. No provision of this Agreement may be deemed a waiver of any defenses available by law.

SECTION 12. INTERPRETATION

Regardless of which PARTY drafted this Agreement or the language at issue, any ambiguities in this Agreement or the language at issue shall not be interpreted against the drafting PARTY.

SECTION 13. SEVERABILITY

If for any reason any clause, sentence, paragraph, section or part of this Agreement is held invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not affect any valid provisions of this Agreement. In the event that

this Agreement in its entirety is held to be invalid, unconstitutional, or unenforceable by a court of competent jurisdiction, then the PARTIES agree that the Agreement shall be considered null and void.

SECTION 14. APPLICABLE LAW

The laws of the State of Texas shall govern this Agreement. Venue for any disputes arising under this Agreement shall be in El Paso County, Texas.

SECTION 15. SIGNATORY AUTHORITY

The signatory for each PARTY represents and warrants that it has full and complete authority to execute this Agreement.

SECTION 16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be an original instrument, and all of which, when taken together, shall constitute one and the same instrument. Evidence of execution will be acceptable by original signature, email, PDF or facsimile transmission and shall be given the same force and effect as original signatures.

IN WITNESS WHEREOF, the undersigned PARTIES have executed this Agreement on the dates indicated herein.

[Signature Page(s) follow.]

COUNTY OF EL PASO, TEXAS

Ricardo A. Samaniego
Ricardo A. Samaniego, County Judge

4/20/2020
Date

CITY OF SAN ELIZARIO, TEXAS

Antonio Araujo
Antonio Araujo, Mayor

4/25/2020
Date

ATTACHMENT “A”

Contract No. 2017-0384

INTERLOCAL AGREEMENT
BETWEEN
THE COUNTY OF EL PASO AND THE CITY OF SAN ELIZARIO, TEXAS
FOR THE ADMINISTRATION AND ENFORCEMENT OF THE
EL PASO MISSION TRAIL HISTORICAL AREA ZONING REGULATIONS

The Commissioner's Court of the County of El Paso, Texas ("COUNTY") and the City Council of the City of San Elizario, Texas ("CITY"), individually "PARTY", collectively "the PARTIES", by and through their respective duly authorized elected officials, enter into this Interlocal Agreement ("Agreement") for the administration and enforcement of the El Paso Mission Trail Historical Area Zoning Regulations.

RECITALS

WHEREAS, pursuant to Texas Local Government Code Chapter 231.171 *et seq.*, the Commissioners Court of El Paso County, Texas adopted the El Paso Mission Trail Historical Area Zoning Regulations ("the Regulations") by Order dated December 7, 1995; and

WHEREAS, the Regulations apply to approximately 383 acres of property, described statutorily as the "El Paso Mission Trail Historical Area", and referenced herein as "Area", and are intended to:

- Promote orderly growth and development;
- Encourage tourism and economic development;
- Preserve historical, cultural and architecturally significant assets;
- Provide adequate health and safety requirements;
- Prevent overcrowding or undue concentration of population;
- Facilitate adequate public services and infrastructure;
- Develop parks, recreation and educational areas.

WHEREAS, the Regulations initially covered the area of the unincorporated community of San Elizario within El Paso County, which was later incorporated as the City of San Elizario in ~~2014~~ by vote of its residents and in which the Area now lays; and

2013

WHEREAS, to ensure the quasi-judicial and administrative review of the Regulations in the Area, the Commissioners Court authorized the designation of the County Mission Trail Zoning and Planning Commission, the Mission Trail Board of Adjustment and the San Elizario Historical Landmark Commission; and

WHEREAS, since its incorporation, the CITY has adopted and implemented a Comprehensive Plan, in addition to a Historic Preservation Ordinance as well as a Zoning Ordinance which creates a Historic Overlay District, which ordinances include the Area and incorporate the Regulations for application to and enforcement in the Area; and

WHEREAS, in addition, the CITY has created and established a Planning and Zoning Commission, a Historic Landmark Commission and a Board of Adjustment, which duties are identical to the COUNTY'S administrative bodies; and

WHEREAS, the CITY requested delegation by the COUNTY to the CITY of the COUNTY'S statutory authority to regulate land use and buildings in the Area; and

WHEREAS, in August 2016, the Commissioners Court of the COUNTY issued an interim order, "Exhibit A", attached hereto and incorporated fully herein, whereby the CITY's zoning administrative bodies were appointed as the zoning administrative bodies of the County for the Area and the Mayor of San Elizario was authorized to appoint the members of the Board of Adjustment pending the adoption of an interlocal agreement delegating COUNTY zoning regulation duties of the Area to the CITY; and

WHEREAS, the Commissioners Court of the COUNTY finds that the local controls of the CITY through its aforementioned ordinances, and its Commissions and Board will allow and provide for the continued enforcement of the Regulations in the Area; and

WHEREAS, the CITY has demonstrated its commitment to the preservation, development, and protection of the historical and cultural aspects of the Area, and its actions comport with and align with the statutory purposes of the Regulations; and

WHEREAS, the Commissioners Court of the COUNTY finds that the transition to the CITY of the duties and responsibilities of statutory oversight of the Area would be of benefit not only to the COUNTY and to the CITY, but also to the unique historic and cultural treasure that is the Mission Trail Historical Area; and

WHEREAS, Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the "Act"), authorizes the COUNTY and CITY to enter into this Interlocal Agreement for the immediate delegation by the COUNTY and the assumption by the CITY of the performance of the duties under the Regulations.

NOW, THEREFORE, in consideration of the recitals, agreements and covenants set forth herein, the COUNTY and CITY hereby agree as follows:

SECTION 1. FINDINGS OF FACT

The foregoing recitals are adopted as facts and are incorporated fully herein.

SECTION 2. DELEGATION; ACCEPTANCE

- A. Delegation by COUNTY. The COUNTY hereby delegates to the CITY the oversight, administration and enforcement (“powers”) of the Regulations in the Area derived from and authorized by Local Government Code Section 231.171 *et. seq.*, and authorizes the CITY to perform all duties, functions and responsibilities as set forth therein and as provided by state law and this Agreement.
- B. Acceptance by CITY. The CITY hereby accepts the delegation from the COUNTY and agrees to assume and to exercise the powers set forth in the Regulations of the Area derived from and authorized by Local Government Code Section 231.171 *et. seq.*, and to perform all duties, functions and responsibilities, including the duties of oversight, administration and enforcement of the Regulations in the Area. The CITY shall exercise these duties through its respective boards and commissions established for the Area, and described herein.

SECTION 3. COMMISSIONS AND BOARD OF ADJUSTMENT

- A. The City of San Elizario Planning and Zoning Commission shall assume and perform the duties and functions of the County Mission Trail Zoning and Planning Commission.
- B. The City of San Elizario Board of Adjustment shall assume and perform the duties and functions of the County Mission Trail Board of Adjustment. In accordance with Local Government Code Section 231.181, judicial review of a Board decision shall be conducted by a court of record. The PARTIES agree that a district court or a county court at law shall serve as a court of record.
- C. The City of San Elizario Historical Landmark Commission shall assume and perform the duties and functions of the COUNTY’S San Elizario Historical Landmark Commission, a commission established by the Regulations. The COUNTY delegates from the COUNTY to the Council of the CITY the authority to hear and decide an appeal of a ruling by the Landmark Commission.
- D. Commission and Board members shall serve without compensation.
- E. In accordance with Local Government Code Section 231.183(a), in exercising their respective powers on matters, the Commissions and Board shall apply the Regulation if the Regulation imposes higher standards than those required under another statute or local order, including CITY ordinances, or regulation. If the other statute or local order, including CITY ordinances, or regulation imposes higher standards, that statute, order or regulation controls.
- F. The COUNTY delegates to the City Council of the CITY the process for hearing and adoption of a proposed amendment to a Regulation as outlined in Local Government Code Section 231.177.
- G. The CITY assumes the responsibility and shall bear all costs for managing, operating, enforcing and defending the Regulations and the decisions of the above-listed Commissions

and Board on matters under the Regulations in the Area. The CITY shall provide and appoint legal counsel to serve as counsel for the Commissions and Board. The preceding provisions shall survive termination of this Agreement. The PARTIES agree that civil penalties assessed for enforcement violations and recovered by the County shall be transferred to the CITY as partial consideration for the performance of this Agreement.

- H. It is understood and agreed to by the PARTIES that while the Commissions and Board shall perform their respective functions and duties in the same manner as if they were the Commissions and Board of the COUNTY, these bodies are separate from the COUNTY and shall operate independently from the COUNTY. Separate COUNTY approval, authorization, or ratifications of actions taken by these Commissions and Board are not required nor may the COUNTY take action to override or change such decisions during the term of this Agreement.

SECTION 4. ZONING ADMINISTRATOR

- A. The City of San Elizario City Administrator or other designee of the Mayor shall assume and perform the duties of the Mission Trail Zoning Administrator.
- B. The Mission Trail Zoning Administrator shall submit an annual report to the COUNTY detailing the decisions and activities performed by the Commissions and the Board of Adjustment in the year.

SECTION 5. EFFECTIVE DATE; TERM; TERMINATION

This Agreement shall commence upon the last day of execution of the PARTIES of this Agreement and shall be in effect through December 31, 2019, unless terminated as provided herein.

The governing body of either PARTY may terminate this Agreement by giving the other PARTY ninety (90) days advance written notice. The COUNTY may terminate this Agreement immediately for cause upon a showing of incompetence or gross negligence in performance of duties by the CITY. Pending and unresolved applications at the time of termination shall be referred to the COUNTY for appropriate action.

SECTION 6. LEGISLATIVE ASSIGNMENT; STATUTORY AMENDMENT

The PARTIES hereby agree that upon successful performance by the CITY of the duties and obligations of this Agreement, the PARTIES shall seek a repeal of Local Government Code Chapter 231, Subchapter I, or an amendment to state law granting management and administration of the Area within the City of San Elizario to the CITY.

SECTION 7. NOTICE

All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

To COUNTY:

The County of El Paso
El Paso County Director of Public Works
800 E. Overland, Suite 407
El Paso, Texas 79901

To CITY:

City of San Elizario, Texas
Maya Sanchez, Mayor
P.O. Box 1723
San Elizario, TX 79849

With a copy to:

El Paso County Attorney
500 E. San Antonio
El Paso, Texas 79901

Either PARTY may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in the U.S. mail.

SECTION 8. ENTIRE AGREEMENT; AMENDMENT

This Agreement contains the entire agreement of the PARTIES. There are no other promises or conditions in any other agreement either oral or written. This Agreement supersedes any prior written agreements between the PARTIES. This Agreement may be modified or amended in writing signed by the governing bodies of each PARTY.

SECTION 9. CHANGE OF STATUS

This Agreement shall automatically terminate if either Governmental Entity ceases to exist or substantially changes the nature of its governing business.

SECTION 10. NO JOINT ENTERPRISE OR EMPLOYMENT RELATIONSHIP

CITY and COUNTY are associated only for the purposes set forth in this Agreement. Each PARTY is an independent entity and shall have the sole right to supervise, manage, operate, control, and direct the performance of its respective duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of an employer-employee or principal-agent, or to otherwise create any liability whatsoever with respect to the indebtedness, liabilities, and obligations of either PARTY.

SECTION 11. LIABILITY

Each PARTY is solely responsible for the actions or omissions of its employees and agents to the extent required by Texas law. Where injury or property damage results from the joint or concurring acts or omissions of the PARTIES, liability, if any, shall be shared by each PARTY in accordance with the applicable laws of the State of Texas, and subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the PARTIES and not for the benefit of any person. No provision of this Agreement may be deemed a waiver of any defenses available by law.

SECTION 12. INTERPRETATION

Regardless of which PARTY drafted this Agreement or the language at issue, any ambiguities in this Agreement or the language at issue shall not be interpreted against the drafting PARTY.

SECTION 13. SEVERABILITY

If for any reason any clause, sentence, paragraph, section or part of this Agreement is held invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not affect any valid provisions of this Agreement. In the event that this Agreement in its entirety is held to be invalid, unconstitutional, or unenforceable by a court of competent jurisdiction, then the PARTIES agree that the Agreement shall be considered null and void.

SECTION 14. APPLICABLE LAW

The laws of the State of Texas shall govern this Agreement. Venue for any disputes arising under this Agreement shall be in El Paso County, Texas.

SECTION 15. SIGNATORY AUTHORITY

The signatory for each PARTY represents and warrants that it has full and complete authority to execute this Agreement.

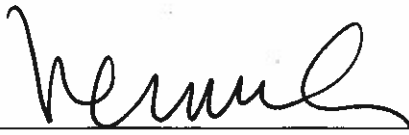
SECTION 16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be an original instrument, and all of which, when taken together, shall constitute one and the same instrument. Evidence of execution will be acceptable by original signature, email, PDF or facsimile transmission and shall be given the same force and effect as original signatures.

IN WITNESS WHEREOF, the undersigned PARTIES have executed this Agreement on the dates indicated herein.

(Signature Page(s) follow.)

COUNTY OF EL PASO, TEXAS



Veronica Escobar, County Judge

9/18/17

Date

Attest:

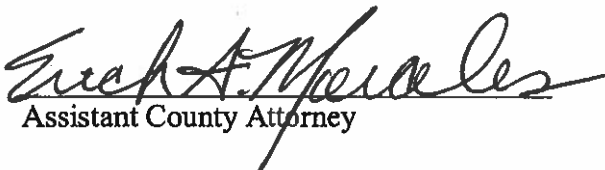


County Clerk

9/18/17

Date

Approved as to form only:

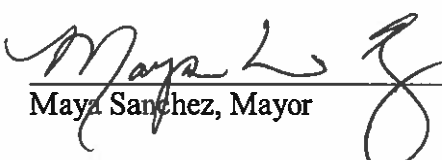


Assistant County Attorney

9/26/2017

Date

CITY OF SAN ELIZARIO, TEXAS



Maya Sanchez, Mayor

9/12/17

Date

ORDER RELATING
TO THE APPOINTMENT OF
ADMINISTRATIVE BODIES OF
THE CITY OF SAN ELIZARIO, TEXAS
FOR THE INTERIM ADMINISTRATION AND ENFORCEMENT
OF THE
EL PASO MISSION TRAIL HISTORICAL AREA
ZONING REGULATIONS

*Issued August, 2016 by the
Commissioners Court of El Paso County, Texas*

**ORDER RELATING
TO THE APPOINTMENT OF
ADMINISTRATIVE BODIES OF
THE CITY OF SAN ELIZARIO, TEXAS
FOR THE INTERIM ADMINISTRATION AND ENFORCEMENT
OF THE
EL PASO MISSION TRAIL HISTORICAL AREA
ZONING REGULATIONS**

*Issued August, 2016 by the
Commissioners Court of El Paso County, Texas*

**ORDER RELATING TO THE APPOINTMENT OF
ADMINISTRATIVE BODIES OF THE CITY OF SAN ELIZARIO, TEXAS
FOR THE INTERIM ADMINISTRATION AND ENFORCEMENT OF THE
EL PASO MISSION TRAIL HISTORICAL AREA ZONING REGULATIONS**

WHEREAS, the Commissioners Court of El Paso County, Texas adopted the El Paso Mission Trail Historical Area Zoning Regulations ("the Regulations") by Order dated December 7, 1995 pursuant to the Texas Local Government Code Chapter 231.171 et seq.; and,

WHEREAS, the Regulations apply to approximately 383 acres of property and are intended to:

- Promote orderly growth and development;
- Encourage tourism and economic development;
- Preserve historical, cultural and architecturally significant assets;
- Provide adequate health and safety requirements;
- Prevent overcrowding or undue concentration of population;
- Facilitate adequate public services and infrastructure;
- Develop parks, recreation and educational areas; and,

WHEREAS, the Regulations initially covered the area of the unincorporated community of San Elizario within El Paso County, which was later incorporated as the City of San Elizario in 2014 by vote of its residents; and,

WHEREAS, Commissioners Court designated the Public Works Department to enforce the Regulations and the Public Works Department has been coordinating with the City of San Elizario in all aspects of the administration and enforcement of the Regulations; and,

WHEREAS, on July 25, 2016 the Commissioners Court authorized the designation of the administrative bodies necessary to ensure the quasi-judicial and administrative review of the Regulations through appointment of a County Mission Trail Zoning & Planning Commission, Mission Trail Board of Adjustment and Mission Trail Historical Landmark Commission; and,

WHEREAS, the City of San Elizario is requesting that the County consider assigning to the City oversight, administration and enforcement of the Regulations due to the City's recent adoption of local controls which would allow the coordinated enforcement in the historic area; and,

WHEREAS, the Commissioners Court has instructed that an Interlocal Agreement be effected to allow the City of San Elizario's assumption of the oversight, administration and enforcement of the Regulations as soon as possible, and allowing the Public Works Department to assist in their transition to the City; and,

WHEREAS, it is understood that adoption of such an Interlocal Agreement will take time and it is necessary that more immediate steps be taken in order to address matters pending within the El Paso Mission Trail Historical Area;

It is therefore Ordered that:

Section 1. The County Public Works Department is tasked with handling the transition of the oversight, administration and enforcement of the Regulations to the City of San Elizario.

Section 2. The Planning and Zoning Commission of the City of San Elizario shall serve as the County's Mission Trail Zoning and Planning Commission until further notice. The Mission Trail Zoning and Planning Commission shall serve and perform those duties and functions as provided for in Local Government Code §231.176 and the Regulations. Members shall serve without compensation.

Section 3. A County Mission Trail Board of Adjustment is established and shall serve and perform those duties and functions as provided for in Local Government Code § 231.178 et seq. and the Regulations. The membership shall consist of five individuals named by the Mayor of the City of San Elizario who shall serve for initial staggered terms not to exceed two years each. Members shall serve without compensation.

Section 4. A County Mission Trail Historical Landmark Commission is established pursuant to the Regulations. The City of San Elizario Historical Landmark Commission shall serve as the County's Mission Trail Historical Landmark Commission and shall perform the duties and functions as required in the County's Regulations until further notice. Members shall serve without compensation.

Section 5. The names and contact information for each member of the County's Mission Trail Zoning and Planning Commission, Mission Trail Board of Adjustment and Mission Trail Historical Landmark Commission shall be provided by the Mayor of the City of San Elizario to the County Public Works Director within ten (10) calendar days of execution of this Order.

Section 6. The County appoints the County Public Works Director as the Zoning Administrator for the El Paso Mission Trail Historical Area Zoning Regulations until further notice.

Section 7. The appointments made pursuant to this Order are effective upon adoption by the Court and shall remain in effect until adoption of an appropriate interlocal agreement by the County and the City of San Elizario.

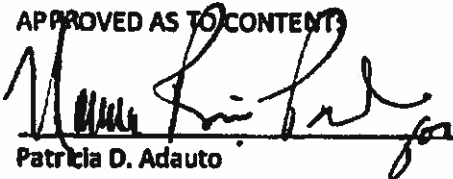
Approved by Order of the Commissioners Court, El Paso County, Texas, this 29th day of August, 2016.

SIGNED:



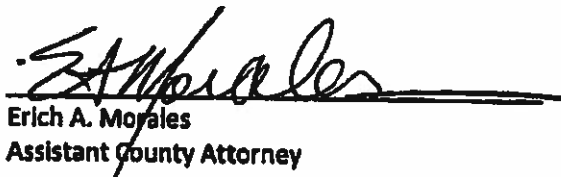
Veronica Escobar, El Paso County Judge

APPROVED AS TO CONTENT:



Patricia D. Adauto
Public Works Director

APPROVED AS TO FORM:



Erich A. Morales
Assistant County Attorney

**INTERLOCAL AGREEMENT
BETWEEN
THE COUNTY OF EL PASO AND THE CITY OF SAN ELIZARIO, TEXAS
FOR THE ADMINISTRATION AND ENFORCEMENT OF THE
EL PASO MISSION TRAIL HISTORICAL AREA ZONING REGULATIONS**

ENTERED INTO IN SEPTEMBER 2017