

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

**INCINERATOR USE
INTERLOCAL AGREEMENT**

This Interlocal Governmental Agreement (“Agreement”) is entered into by and between Horizon City, Texas (“CITY”), the Horizon City Police Department (“HCPD”), 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 HCPD also has a need to destroy confiscated narcotics, but does not own its own incinerator; and

WHEREAS, the HCPD understands that, according to Texas Administration Code, incinerators may only burn waste generated on site, or illegal drugs confiscated by federal, state, or local law enforcement agencies; and

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

NOW, THEREFORE, THE CITY, HCPD, 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 HCPD is authorized to use the Sheriff’s incinerator to destroy confiscated narcotics.

2. SHERIFF’S OBLIGATIONS AND DUTIES.

- A. The Sheriff shall ensure the incinerator and the associated facilities are safe and in good working condition.
- B. The Sheriff shall be responsible for the operation of the incinerator and the destruction of the narcotics.
- C. The Sheriff shall weigh all narcotics prior to burning and will weigh the ashes after burning. The Sheriff shall provide the HCPD with documentation of the weight of the narcotics destroyed.

- D. The Sheriff shall maintain complete and accurate records of the narcotics destroyed, and other documents generated pursuant to this Agreement for a period of three (3) years after the destruction of the narcotics. The Sheriff shall permit and have readily available said records for inspection by the HCPD.

3. COUNTY'S OBLIGATIONS AND DUTIES.

- A. The County shall place any funds received under this Agreement 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 HCPD.

4. HCPD'S OBLIGATION AND DUTIES.

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

5. CONSIDERATION.

The HCPD shall pay the County one dollar and twenty-five cents (\$1.25) per pound for the destruction of narcotics. The Sheriff shall send an invoice to the HCPD after each burn for the total cost of the destruction of the narcotics. The HCPD 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 shall maintain the price of one dollar and twenty-five cents (\$1.25) per pound for the initial term of this Agreement. Thereafter, the Sheriff may unilaterally raise the price by giving ninety (90) days written notice to the County and the HCPD of the increase.

6. TERM AND TERMINATION

This Agreement shall be effective on August 01, 2025, regardless of its date of execution, and shall terminate on August 01, 2026. 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 HCPD: Chief of Police
Horizon City Police Department
14999 Darrington Road
Horizon City, Texas 79928
(915) 852-1047

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 County of El Paso, State of Texas, and shall be governed by the laws of State of Texas and the United States as applicable. Venue shall be in El Paso County, Texas.
- C. All persons who 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 all parties.

IN WITNESS WHEREOF this Interlocal Agreement has been executed by the County, by and through the County Judge, the Sheriff, and the HCPD, in the manner provided by law.

**EL PASO COUNTY
COUNTY**

THE SHERIFF OF EL PASO

County Judge Ricardo A. Samaniego

Sheriff Oscar Ugarte

Date: _____

Date: _____

HORIZON CITY, TEXAS

HORIZON CITY DEPT

Mayor Andres Renteria

Chief Marco A. Vargas

Date: _____

Date: _____