NOTICE OF REGULAR COUNCIL MEETING OF THE CITY COUNCIL OF THE CITY OF SOCORRO

THE FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATION FOR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY CLERK'S OFFICE AT (915) 858-2915 FOR FURTHER INFORMATION.

NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF SOCORRO, TEXAS WILL BE HELD ON THURSDAY THE 20TH DAY OF OCTOBER, 2016 AT 6:00 P.M. AT THE CITY HALL CHAMBERS, 860 N. RIO VISTA RD., SOCORRO, TEXAS AT WHICH TIME THE FOLLOWING WILL BE DISCUSSED:

1. **Call to order**

2. **Pledge of Allegiance and a Moment of Silence**

3. **Establishment of Quorum**

PUBLIC COMMENT

4. **Public Comment** (The maximum time for public comment will be 30 minutes and three minutes will be allotted for each speaker. Government Code 551.042 allows for responses by city council to be a statement of specific factual information given in response to the inquiry; or a recitation of existing policy in response to the inquiry; or a decision to add the public comment to a future agenda.)

PROCLAMATION

5. ***Proclamation*** recognizing Municipal Courts Week November 7, through November 11, 2016. ***Judge Elia Garcia***

PRESENTATION

6. ***Presentation*** by City Manager, regarding September's monthly report. ***Adriana Rodarte***

7. ***Presentation*** by Judge Elia Garcia, regarding Teen Court. ***Judge Elia Garcia***

NOTICE TO THE PUBLIC

ALL MATTERS LISTED UNDER THE CONSENT AGENDA, INCLUDING THOSE ON THE ADDENDUM TO THE AGENDA, WILL BE CONSIDERED BY THE CITY COUNCIL TO BE ROUTINE AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION ON THESE ITEMS UNLESS CITY COUNCIL MEMBERS REMOVE SPECIFIC ITEMS FROM THE CONSENT AGENDA TO THE REGULAR AGENDA FOR DISCUSSION PRIOR TO THE TIME THE CITY COUNCIL MEMBERS VOTE ON THE MOTION TO ADOPT THE CONSENT AGENDA.

ITEMS REMOVED FROM THE CONSENT AGENDA TO THE REGULAR AGENDA WILL BE CONSIDERED BY THE CITY COUNCIL AFTER ACTING ON THE CONSENT AGENDA.

ANY MATTERS LISTED ON THE CONSENT AGENDA AND THE REGULAR AGENDA MAY BE DISCUSSED IN EXECUTIVE SESSION AT THE OPTION OF THE CITY OF SOCORRO CITY COUNCIL FOLLOWING VERBAL ANNOUNCEMENT, IF AN APPROPRIATE EXCEPTION TO THE OPEN MEETING REQUIREMENT OF THE TEXAS OPEN MEETINGS ACT IS APPLICABLE.

CONSENT AGENDA

8. ***Approval of*** Special Council Meeting Minutes of September 19, September 22, 2016 and Regular Meeting Minutes of October 6, 2016. ***Olivia Navarro***

9. ***Excuse*** absent council members. ***Olivia Navarro***

PUBLIC HEARINGS / ORDINANCES

PUBLIC COMMENTS ARE NOT TAKEN DURING THE INTRODUCTION OF ORDINANCES. PUBLIC COMMENTS WILL BE ALLOWED AT THE SCHEDULED PUBLIC HEARING-ORDINANCE 320

10. ***Introduction, First Reading and Calling for a Public Hearing*** of an Ordinance granting a franchise to El Paso Electric Company to maintain, erect, construct, equip and operate its business within the City of Socorro, Texas and to prescribe the terms and conditions of such grant. ***James A. Martinez***

11. ***Public Hearing*** of an Ordinance changing the zoning of Lot 11, Block 11, Socorro Mission #1 (511 Zebu) from R-1 (Single Family Residential) to R-2 (Medium Density Residential) plus a conditional use permit for Child Care Home. ***Sam Leony***

12. ***Second Reading and Adoption*** of an Ordinance changing the zoning of Lot 11, Block 11, Socorro Mission #1 (511 Zebu) from R-1 (Single Family Residential) to R-2 (Medium Density Residential) plus a conditional use permit for Child Care Home. ***Sam Leony***

13. ***Public Hearing*** of an Ordinance changing the Zoning of Lot 13, Block 11, Socorro Mission #1 at 531 Zebu from R-1 (Single Family Residential) to R-2 (Medium Density Residential). ***Sam Leony***

14. ***Second Reading and Adoption*** of an Ordinance changing the Zoning of Lot 13, Block 11, Socorro Mission #1 at 531 Zebu from R-1 (Single Family Residential) to R-2 (Medium Density Residential). ***Sam Leony***

REGULAR AGENDA

FINANCE DEPARTMENT

15. ***Discussion and action*** on approving the amended and restated contract for Consolidated Tax Collection Services. ***Charles Casiano***

MUNICIPAL COURT

16. ***Resolution*** 506, in recognition of Municipal Court Week November 7 through 11, 2016, recognizing the importance of Municipal Courts, the Rule of Law, and the Fair and Impartial Administration of Justice. ***Judge Elia Garcia***

POLICE DEPARTMENT

17. ***Discussion and action*** to allow Karina Rivera from Congressman Hurd's Office to present the Socorro Police Department with an award letter which was read on the Congress Floor by Congressman Hurd, recognizing the Department for being in the 50 Safest Cities 3 years in a row, and recognizing Chief Maldonado for his leadership skills that he has brought to the city. ***Chief Carlos Maldonado***

CITY MANAGER

18. ***Discussion and action*** on Interlocal Agreement with City of El Paso Animal Service Department. ***Adriana Rodarte***

19. ***Discussion and action*** to approve WellsOne Agreement Wells Fargo Bank Services to the City of Socorro, and to authorize City Manager or her designee to Execute Agreement. ***Adriana Rodarte***

20. ***Discussion and action*** on approving engaging with RPC CPAS+Consultans, LLP, Professional Services for auditing fiscal year 2016. ***Adriana Rodarte***

21. ***Discussion and action*** on Municipal Judge salary description, salary and minimum qualifications authorize city manager or her designee to search for a candidate. ***Adriana Rodarte***

The City Council of the City of Socorro may retire into EXECUTIVE SESSION pursuant to Section 3.08 of the City of Socorro Charter and the Texas Government Code, Sections 551, Subchapter D to discuss any of the following: (The items listed below are matters of the sort routinely discuss in Executive Session, but the City Council of the City of Socorro may move to Executive Session any of the items on this agenda, consistent with the terms of the Open Meetings Act.) The City Council will return to open session to take any final action and may also, at any time during the meeting, bring forward any of the following items for public discussion, as appropriate.

Section 551.071 CONSULTATIONS WITH ATTORNEY
Section 551.072 DELIBERATION REGARDING REAL PROPERTY
Section 551.073 DELIBERATION REGARDING PROSPECTIVE GIFT
Section 551.074 PERSONNEL MATTERS
Section 551.076 DELIBERATION REGARDING SECURITY
Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

Discussion on the following:

22. ***Discussion and action*** on advice received from City Attorney in closed session, and action to approve real estate transaction; authorize filing or settlement of legal action; authorize employment of expert witnesses and consultants, and employment of special counsel with respect to pending legal matters. ***Adriana Rodarte***

23. ***Discussion and action*** on qualifications of individuals for employment and for appointment to Boards & Commissions, job performance of employees, real estate acquisition and receive legal advice from City Attorney regarding legal issues affecting these matters. ***Adriana Rodarte***

24. ***Discussion and action*** regarding pending litigation and receive status report regarding pending litigation. ***Adriana Rodarte***

25. ***Discussion and action*** regarding Samuel Campos et al V. City of Socorro, Cause No. 2013DCV4546, in the 120th District Court of El Paso County [551.071]. ***James A. Martinez***

26. ***Adjourn***

DATED THIS 17TH DAY OF OCTOBER, 2016.

By: Olivia Navarro
Olivia Navarro, City Clerk

I, the undersigned authority, hereby certify that the above notice of the meeting of the City Council of Socorro, Texas is a correct copy of the notice and that I posted this notice at least Seventy-two (72) hours preceding the scheduled meeting at the City Administration Building, 124 S. Horizon Blvd., in Socorro, Texas.

DATED THIS 17TH DAY OF OCTOBER, 2016.

By: Olivia Navarro
Olivia Navarro, City Clerk

Agenda posted: 10-17-16 @ 2:35 pm
Removed: _____ Time: _____ by: _____

ITEM 5

DATE: 10/03/2016
TO: Mayor and City Council Members
FROM: Elia Garcia
SUBJECT: Teen Court

PRESENTATION

Proclamation recognizing Municipal Courts Week November 7, 2016 through November 11, 2016.

Local PROCLAMATION
Municipal Court Week
November 7 - November 11, 2016

Whereas, the Municipal Court of Socorro, a time honored and vital part of local government, has existed since 1990,

Whereas, more people, citizens and non-citizens alike, come in personal contact with municipal courts than all other Texas courts combined, and

Whereas, public impression of the entire Texas judicial system is largely dependent upon the public's experience in municipal court,

Whereas, Municipal Judges and court support personnel have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and conform to the standards set by the Canons of Judicial Conduct,

Whereas, the Municipal Courts play a significant role in preserving the quality of life in Texas communities through the adjudication of traffic offenses, ensuring a high level of traffic safety for our citizens,

Whereas, the Municipal Courts serve as the local justice center for the enforcement of local ordinances and fine-only state offenses that protect the peace and dignity of our community,

Whereas, the Municipal Judges and Clerks continually strive to improve the administration of justice through participation in judicial education programs, seminars, workshops and the annual meetings of their state and local professional organizations.

Therefore, it is most appropriate that we recognize the accomplishments of the 916 Texas Municipal Courts, and salute their critical role in preserving public safety, protecting the quality of life in Texas communities, and deterring future criminal behavior,

Now, I Jesus Ruiz, Mayor of the City of Socorro, do recognize the week of November 7 - November 11, 2016, as *Municipal Court Week*, and further extend appreciation to all Socorro Municipal Judge Elia Garcia and court support personnel: Rosa Isela Gonzalez, Cynthia D. Chaparro, Ivan Hernandez, Michelle Gomez, and Officer J. Esparza, for the vital services they perform and their exemplary dedication to our community. I call upon all residents of Socorro to join with the City Council in recognizing the vital service they perform and their exemplary dedication to the communities they represent.

Dated this day 20th of October, 2016.

Jesus Ruiz, Mayor

Attest: Olivia Navarro, City Clerk

ITEM 6

October 14, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Adriana Rodarte

SUBJECT: Presentation by City Manager, regarding September's monthly report.

SUMMARY

City Manager will provide a brief report on all City of Socorro Departments for the month of September's 2016.

STATEMENT OF THE ISSUE

City Council requires City Manager to present a monthly report.

FINANCIAL IMPACT

Account Code (GF/GL/Dept):

Funding Source:

Amount:

Quotes (Name/Commodity/Price) N/A

Co-op Agreement (Name/Contract#) N/A

ALTERNATIVE

N/A

STAFF RECOMMENDATION

N/A

REQUIRED AUTHORIZATION

1. **City Manager** _____ **Date**_____
2. **CFO** _____ **Date**_____
3. **Attorney** _____ **Date** _____

Socorro Municipal Court
September 2016 Monthly Report

1. **SMC has arraignments every Friday of the month from 8:30 AM to 12:00 PM and from 1:30 PM to 5:30 PM.**
2. **September 1st, exported 168 new warrants to Omni Base (defendants with active warrants will not be able to renew their DL) and 127 to Scofflaw defendants with active warrants will not be able to renew their registration).**
3. **Friday September 9th, SMC had double docket (arraignments)**
4. **Monday September 12th, SMC had Showcause hearings at 10:30 AM and Juvenile Pre-Trials at 4:00 PM.**
5. **Monday September 26th, pre-trials were set at 10:30 AM (Ordinance, Troopers, Animal Control).**

429 citations were issued by SPD for the month of September, 2016
26 DPS
17 Animal control
14 Ordinances

$81,613.89 total collected for the month of September, 2016.

6,507 SPD citations issued 2015/2016 fiscal year
555 DPS
547 Animal Control
169 Ordinances

$792,512.55 Total collected for the 2014/15 fiscal year

$998,154.11 Total collected for the 2015/2016 fiscal year

$205,641.56 More then 2014/2015 fiscal year

City of Socorro

2016 September HR Monthly Report

Rosio Marin

Human Resources Director

Human Resources September Report

The Human Resources department provides overall policy direction on human resources management issues and administrative support functions related to the management of employees for all City departments. The mission of the department is to be a strategic partner by providing Human Resources programs that attract, develop, retain, and engage a skilled and diverse workforce.

1. Celebrated Anniversaries and Birthdates for the month on Friday, October 7th.

2. Vacant Positions:
   - Planning Clerk
   - Code Enforcer
   - Communications Dispatcher
   - Equipment Operator (2)
   - Laborer, Full-Time
   - Parks Laborer, Part-Time
   - Mechanic, Part-Time
   - Recreations Leader, Full-Time
   - Recreations Leader, Part-Time
   - Police Officer (3)

3. 128 Leave Requests for the Month
   Vacation – 74
   Sick – 44
   Training – 3
   Personal Day – 2
   Bereavement – 0
   Unpaid – 0
   Military Leave – 1
   Jury Duty – 1
   Worker's Comp – 1
   FMLA - 2
   Missing Swipes - 25

4. Injuries: 2 Reported
   - Fred Fuentes 9/12/16
   - Johnny Harrelson 9/24/16

5. FMLA: 2 Employees Out on Leave
   - Fred Fuentes 9/12/16
   - Rommel Martinez 9/19/16

6. FMLA: 1 Employee Returned to Work
   - Samuel Anchondo 9/1/16

7. Workers Compensation: 1 Employee out
    - John Hernandez began workers comp on 5/2/16

8. Externship Student (Southwest University) & (International Business College)
    - Elizabeth Jacquez

9. Employment Separations for the Month
    - Samuel Jurado 9/6/16
    - Karen Barrientos 9/6/16
    - Bryan Barraza 9/6/16
    - Art Galvan 9/10/16
    - Carlos Morales 9/12/16

10. Interviews for the Month:
    - Sergeant Assessment Center- five candidates
    - Code Enforcer- two candidates
    - Police Officer- three candidates

11. New -Hires for the Month
    - Three Police Recruits selected on 9/15/16, will start in October pending pre-employment evaluations and tests

12. Personnel Changes
    - Christopher Rey, Police Officer to Sergeant effective 9/25/16

City of Socorro, Texas

Parks and Public Works

Monthly Report September , 2016

Parks & Public Works

Personnel:

Open positions: operator, labor and part time labor.

Mr. Fuentes out on medical leave until further notice

Department activities: The parks and public works department is working into adopting a systematic approach for all of our departments duties. This meaning that the department will divide the city into more manageable sections and work all issues per sections including but not limited to: pot holes, weed control, shoulder work, signalization, etc. This approach will make the department more efficient in providing a more effective and higher quality service to our constituents.

The department is also working on the transferring of the parks tools and supplies from rio vista to the old hueco yard. The main goal is to have all department's employees be centralized to maximize the efficiency of the employees, and at the same time have more control.

Major activities:

- clean out of ponding areas
- Cleaned streets – weeds and trash
- Replaced and repaired damaged signs in all districts
- Kept on working on yard clean up
- Cleared up all alleged violations with TECQ
- Prepared park facilities for park reservations
- Regular mowing ,watering and basic clean up of parks
- Kept on schedule with machinery and vehicle inspections
- Worked 2 sand bags days
- Paved McAdoo subdivision 65%
- Removal of dead animals
- Clean up of city property
- Installation of 301 place park
- Removal and replacement of drain pipe at cougar park
- Worked on thunder clear up
- Assisted rec with Chile war festival prep.
- Potholed all areas in all districts
- Water removal in all districts after rains

City of Socorro, Texas

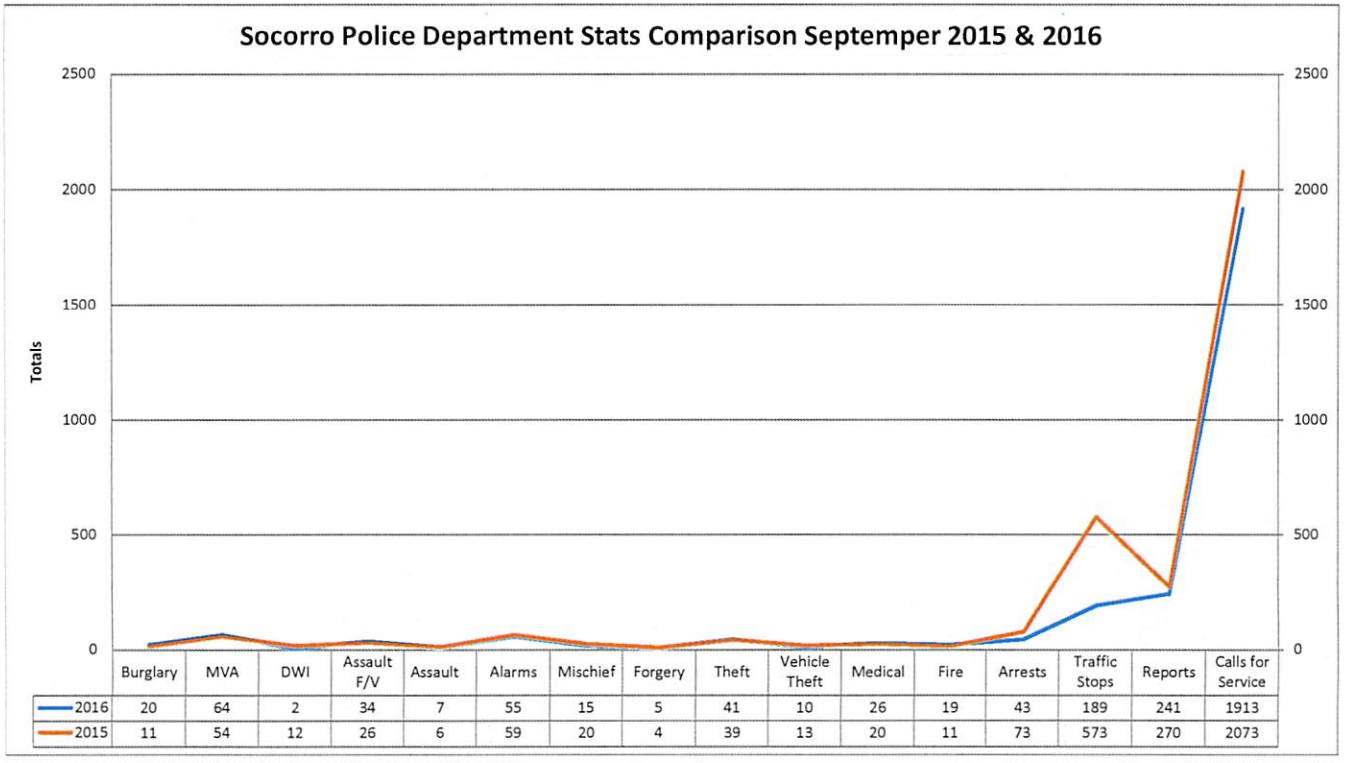
Parks and Public Works

Monthly Report September , 2016

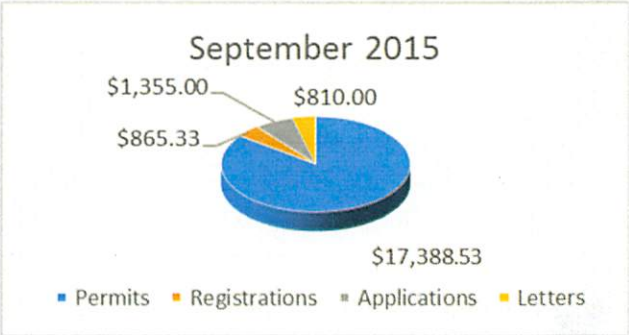
Pending Activities

- Finish McAdoo subdivision paving
- Transfer all materials and supplies from other locations to pw yard
- Finish machinery inspections
- Finish irrigation system maintenance in bulldog and Montreal park
- Finish preventive maintenance on bulldog park and other city parks

Call Type	2015	2016
Burglary	20	11
MVA	64	54
DWI	2	12
Assault F/V	34	26
Assault	7	6
Alarms	55	59
Mischief	15	20
Forgery	5	4
Theft	41	39
Vehicle Theft	10	13
Medical	26	20
Fire	19	11
Arrests	43	73
Traffic Stops	189	573
Reports	241	270
Calls for Service	1913	2073



	Burglary	MVA	DWI	Assault F/V	Assault	Alarms	Mischief	Forgery	Theft	Vehicle Theft	Medical	Fire	Arrests	Traffic Stops	Reports	Calls for Service
2016	20	64	2	34	7	55	15	5	41	10	26	19	43	189	241	1913
2015	11	54	12	26	6	59	20	4	39	13	20	11	73	573	270	2073



Planning & Zoning Department
Monthly Report

	September 2015		September 2016	
Permits				
Residential Permits	26	$6,702.50	46	$7,572.00
Commercial Permits	2	$775.00	4	$1,070.00
Excavation and Grading Permits	0	$0.00	1	$6,455.00
Demolition Permits	0	$0.00	1	$75.00
Utility Gas Permits	10	$500.00	6	$250.00
Utility Water Permits	2	$100.00	2	$100.00
Utility Sewer Permits	3	$150.00	10	$500.00
Utility Plumbing Permits	15	$1,045.00	10	$600.00
Utility Electric Permits	20	$1,220.00	16	$875.00
Utility Mechanical Permits	13	$2,020.00	12	$1,150.00
Re-Inspection Fees	0	$0.00	0	$0.00
Vendor Permits	26	$2,521.50	9	$450.00
Event Permits	1	$125.00	0	$0.00
Sign Permits	2	$784.53	1	$140.20
Special Use Permits	0	$0.00	0	$0.00
Special Inspections	0	$0.00	0	$0.00
Park Fees	5	$420.00	3	$540.00
Beer & Wine	0	$0.00	1	$525.00
Returned Check Fees	0	$0.00	0	$0.00
Building Card Replacement	1	$25.00	0	$0.00
Solar Panel Permit	7	$800.00	1	$50.00
Trailer Parking Permit	0	$0.00	0	$0.00
Security Alarm Permit	2	$200.00	0	$0.00
TOTALS	**135**	**$17,388.53**	**123**	**$20,352.20**

Registrations				
Business Registrations	16	$546.58	14	$485.43
Business Renewals	6	$318.75	19	$1,235.08
Car Dealership Annual Applications	0	$0.00	1	$150.00
Tire Management Registration	0	0	0	$0.00
Color Run Participants	0	0	0	$0.00
Event Sponsor	0	0	3	$540.00
	22	**$865.33**	**22**	**$2,410.51**
Applications				
Conditional Use Applications	2	$500.00	0	$0.00
Rezoning Applications	2	$750.00	1	$750.00
Lot Split Applications	0	0	0	$0.00
Re-Plat Applications	0	0	0	$0.00
Subdivision Applications	0	0	0	$0.00
BOA Applications	0	0	1	$100.00
Mobile Office	0	0	0	$0.00
Mobile Home Placements	1	$60.00	2	$120.00
Mobile Home Transporters	1	$45.00	0	$0.00
	6	**$1,355.00**	**6**	**$970.00**
Letters				
Official Address Changes	1	$15.00	5	$75.00
Zoning Confirmation Letters	2	$90.00	2	$90.00
Certificate of Occupancy	12	$600.00	11	$550.00
Letters Of Zoning Compliance	7	$105.00	3	$45.00
Flood Determination Letter	0	$0.00	0	$0.00
Zoning Map Printable			0	$0.00
		$810.00		**$760.00**
Grand Total		**$20,418.86**		**$24,492.71**

City of Socorro
Planning & Zoning Activity Report September 2016

INSPECTIONS

The Planning & Zoning Department conducted the following inspections during the past month:

Structural Inspections:	16
Mechanical	26
Electrical	36
Plumbing/Gas/Sewer	62
Concrete Work *(Incl. rock walls, footings, driveways & sidewalks, roofs)*	82
Solar Panels	0
Building Final	8
Change of Address	5
Zoning Compliance	3
Business Registration NOVs	13
TOTAL	**251**

CODE COMPLIANCE & ENFORCEMENT

The code compliance personnel accomplished the following activities during the past month:

Notices of Violation issued	45
Number of cleared cases (through voluntary compliance)	65
Citations Issued	9
TOTAL	**119**

Boards & Commissions

The following number of cases were brought before these boards and commissions during the past month:

City Council.....21
Planning & Zoning.....12
Historical Landmark Commission..... 3
Board of Adjustments..... 2
Building & Standards Commission..... 0

TOTAL CASES = 38

City of Socorro
Planning & Zoning Activity Report September 2016

INTERNAL AND EXTERNAL PROJECT INVOLVEMENT

---

1. Safe Routes To School II & III, and sidewalk master plan project.
2. CDBG Arroyo Improvement project.
3. Annexation project.
4. ROW acquisition projects.
5. Flood Mitigation and Preparedness project (existing and future storm water structures).
6. Connectivity and Traffic Master Plan / Bridge Expansion projects (Bauman, Rio Vista, etc.).
7. New development and rezoning projects.
8. Proposed Zoning Ordinance and Amendments.
9. Code compliance and public involvement.
10. Coordination and Involvement with external agencies (TXDOT, EPCWID#1, EPEC, LVWD, TGS, etc.)

TO: Mayor and Council

FROM: Olivia Navarro, City Clerk

SUBJECT: MONTHLY REPORT – September 2016

Council Meeting September 1, 15, 19 and 22

1. **Prepared minutes for 3 meetings**
2. **4 Publications**
3. **Received 12 Open Records Requests**
4. **Responded to 8 Open Records**

City of Socorro

Department of Recreation

Centers

2016 August Monthly Report

Issued by:

Victor Reta-Recreation Centers

Director

October 12, 2016

Goals:

- The Recreation Centers' goal is to establish themselves as a resource center in the community aimed at encouraging, educating, & empowering others through social, civic, and betterment opportunities for the people of Socorro.

- As Recreation Centers Director it is my ultimate goal that I meet the needs of the public in the City of Socorro, with solutions & answers; by creating good standing overarching partnerships I aim to provide an easily accessible network of aid. As such, I expect to have a highly effective team of employees who will receive continuing education & training so that they are capable of executing & facilitating the demands of the department with polite & welcoming community service.

- Goal of the month: Consistency

RVCC (Rio Vista Community Center):

- September Monthly Report Attached
- Senior Citizen Outing- 9/7
- Senior Citizen Celebration- 9/16

CACC (Chayo Apodaca Community Center):

- September Monthly Report Attached
- Regular Arcade Maintenance

Department Supervisory, Staff, and Cross Department Collaboration

- STRONG Coalition Mtg- 9/8
- National Park Service Visit for Rio Vista- 9/8
- SHS Homecoming Parade- 9/8
- AYSO Mtg. – 9/7
- TX A&M Family Fun Walk @ Bulldog- 9/10
- CWF Coordination Mtg- 9/12
- El Paso County Historical Commission Mtg. – 9/12
- Mary Gonzalez Office Mtg- 9/13
- Mauro Rosas Parkhill Smith & Cooper Mtg- 9/13
- National Trust for Historic Preservation Mtg- 9/14
- RVCC Historical Structure Report & Emergency Stablization Mtg- 9/16
- Chile War Festival- 9/17
- West Texas/El Paso Regional Transportation Advisory Committee Mtg- 9/15
- 301 Place Playground Install – 9/24
- TXDOT CarFit Certification Training- 9/27 & 9/28

MONTHLY REPORT September 2016

Fitness and Wellness

Class:	Instructor	Time(s):	Month Total:
Aerobics	Adriana	M-F 8-9am	235
Massage			17
Zumba	Alejandra	MTWR 6-7pm	131
Senior Fitness	Rocio	TTR 10-10:30am	62
Yoga	Nenna	MTWR 6-7pm	79
			524

Community Enrichment

Class:	Instructor	Time(s):	Month Total:
Family Violence Support		W 1-2pm	24
Al-Anon		F 12:30-2:30	31
GED		MWTR 9am-12am	161
GED		MWTR 5pm-8 pm	97
Citizenship (English)		MWTR 5pm-7pm	3
Citizenship (Spanish)		TTR 6:30pm-8pm	34
Nutrition Class		Varies	32
ESL		WF 9am - 12pm	142
Senior Nutrition		M-F 9am-1pm	596
			1120

Transportation

		Month Total:
Pick Ups		110
Drop Offs		109
Other		37
Church		20
		276

Calls & Visitors

		Month Total:
Phone Calls		175
Visitors		41
		216

Events

Total Events		Total Turnout
5		659
		659

Volunteers

	Month Total:
Volunteers / Community Service	15
	15

Total RVCC Visitor/Participant Traffic:

2810

E. G. "Chayo" Apodaca Community Center

September. 2016

Day	Computer Use	Laptop Use	Arcade	Volunteers	Visitor	Conference	Total
1	25	1	20	1	17	0	64
2	20	0	12	0	4	0	20
3							
4							
5							
6	20	0	12	1	18	0	51
7	28	0	14	0	6	0	48
8	27	0	17	1	9	0	54
9	27	0	21	1	10	2	61
10	17	0	7	1	0	0	25
11							
12							
13	26	0	18	2	6	0	52
14	27	0	17	2	0	0	46
15	25	0	12	1	7	0	45
16	25	0	13	1	9	1	49
17							
18							
19							
20	23	0	4	1	0	0	28
21	27	0	13	1	15	0	56
22	20	0	15	1	10	0	46
23	12	0	9	1	0	0	22
24	22	0	20	0	13	0	55
25							0
26							0
27	27	0	20	2	2	0	51
28	27	0	17	0	11	0	55
29	23	0	9	1	6	0	39
30	31	0	12	0	10	0	53
Total							
			Monthly Total				920

IT Projects and Improvements September, 2016.

Projects.

Installed City Sourced Widget in The City's Web Page

Performed Disaster Recovery Updates.

Working on AT&T Optimization and Billing.

Working on Warrants Module for PD.

Pending Renewal of Verizon Contract.

Council

Assigned Laptop, Cell phone and Email Account for District 1 Rep. Maria Reyes.

Administration

Managing the City's website. (Update Phone Numbers, Titles, Agendas, Videos, and Public Information).

Managing the City's cell phones.

Managing the Network.

Resolving Work Orders.

Court.

September Scofflaw Records processed successfully.

Successfully Ported over Fax machine phone line.

Police Department

Completed Quotes for Computer Systems.

Working on Warrants Module for PD.

Planning and Zoning

Pending Accela meeting.

Successfully ported over Debit machine phone line.

Parks.

Performed monthly camera maintenance.

Public Works.

Performed monthly camera maintenance.

Chayo Apodaca.

Pending assessment to improve operations.

ITEM 7

DATE: 10/03/2016
TO: Mayor and City Council Members
FROM: Elia Garcia
SUBJECT: Teen Court

PRESENTATION

Presentation by Judge Garcia, regarding Teen Court.

ITEM 8

Jesus Ruiz
Mayor

Rene Rodriguez
At Large/Mayor Pro Tem

Maria Reyes
District 1

Gloria M. Rodríguez
District 2

Victor Perez
District 3

Anthony Gandara
District 4

Adriana Rodarte
City Manager

SPECIAL COUNCIL MEETING MINUTES
SEPTEMBER 19, 2016 @ 6:00 P.M.

MEMBERS PRESENT:
Mayor Jesus Ruiz
Rene Rodriguez
Anthony Gandara

MEMBERS ABSENT:
Victor Perez
Gloria M. Rodriguez

STAFF PRESENT:
Adriana Rodarte, City Manager
Olivia Navarro, City Clerk
James A. Martinez, City Attorney

Chief Carlos Maldonado
Lt. Eddie Smith

1. CALL TO ORDER

The meeting was called to order at: 6:01 p.m.

2. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

Pledge of Allegiance was recited.

3. ESTABLISHMENT OF QUORUM

A quorum was established with all members present.

4. PUBLIC COMMENT

No Speakers.

REGULAR AGENDA

5. ***DISCUSSION AND ACTION*** **ON CANVASS OF THE CERTIFIED RETURNS OF HE SEPTEMBER 10, 2016 SPECIAL ELECTION.** ***ADRIANA RODARTE***

A motion was made by Rene Rodriguez seconded by Anthony Gandara to *accept the canvass of the certified returns for the September 10, 2016 Special Election (See Exhibit "A."* Motion passed.

Ayes: Rene Rodriguez, Anthony Gandara
Nays:
Absent: Victor Perez and Gloria M. Rodriguez

6. ***SWEARING IN*** **CEREMONY FOR DISTRICT 1 COUNCIL REPRESENTATIVE.** ***ADRIANA RODARTE***

Judge Elia Garcia sworn in Maria Reyes as District 1 Representative.

7. ***DISCUSSION AND ACTON*** **REGARDING POSTPONING INSTALLATION OF STREET LIGHTS AND SPEED HUMPS UNTIL AFTER THE RESULTS OF THE NOVEMBER 2016 ELECTIONS AND RUNOFFS RESULTING FROM THEM ARE KNOWN AND THE POST-ELECTION CITY COUNCIL IS SEATED.** ***ADRIANA RODARTE***

A motion was made by Rene Rodriguez seconded by Maria Reyes to *approve item number seven (7).* Motion passed.

Ayes: Rene Rodriguez, Anthony Gandara and Maria Reyes
Nays:
Absent: Victor Perez and Gloria M. Rodriguez

8. ***DISCUSSION AND ACTION*** **ON ADVICE RECEIVED FROM CITY ATTORNEY IN CLOSED SESSION, AND ACTION TO APPROVE REAL ESTATE TRANSACTION; AUTHORIZE FILING OR SETTLEMENT OF LEGAL ACTION; AUTHORIZE EMPLOYMENT OF EXPERT WITNESSES AND CONSULTANTS, AND EMPLOYMENT OF SPECIAL COUNSEL WITH RESPECT TO PENDING LEGAL MATTERS.** ***ADRIANA RODARTE***

9. ***DISCUSSION AND ACTION*** **ON QUALIFICATIONS OF INDIVIDUALS FOR EMPLOYMENT AND FOR APPOINTMENT TO BOARDS & COMMISSIONS, JOB PERFORMANCE OF EMPLOYEES, REAL ESTATE ACQUISITION AND RECEIVE LEGAL ADVICE FROM CITY ATTORNEY REGARDING LEGAL ISSUES AFFECTING THESE MATTERS.** ***ADRIANA RODARTE***

10. *DISCUSSION AND ACTION* REGARDING PENDING LITIGATION AND RECEIVE STATUS REPORT REGARDING PENDING LITIGATION.

ADRIANA RODARTE

A motion was made by Rene Rodriguez seconded by Maria Reyes to *delete items eight (8), nine (9), and ten (10).* Motion passed.

Ayes: Rene Rodriguez, Anthony Gandara and Maria Reyes
Nays:
Absent: Victor Perez and Gloria M. Rodriguez

11. *ADJOURN*

A motion was made by Anthony Gandara seconded by Maria Reyes to *adjourn at 6:11 p.m.* Motion passed.

Ayes: Rene Rodriguez, Anthony Gandara and Maria Reyes
Nays:
Absent: Victor Perez and Gloria M. Rodriguez

_____
Jesus Ruiz, Mayor

_____
Olivia Navarro
City Clerk

_____
Date minutes were approved

Exhibit "A"

Election Summary Report
2016 CITY OF SOCORRO SPECIAL ELECTION
Summary For Jurisdiction Wide, All Counters, All Races
UNOFFICIAL FINAL ELECTION RESULTS

Registered Voters 4250 - Cards Cast 151 3.55%

Num. Report Precinct 6 - Num. Reporting 6 100.00%

CITY OF SOCORRO, ALDERMAN 1	Total	
Number of Precincts	6	
Precincts Reporting	6	100.0 %
Times Counted	151/4250	3.6 %
Total Votes	145	
Times Over Voted	2	
Number Of Under Votes	4	
MARIA REYES	81	55.86%
JOE BOB MARTINEZ	64	44.14%

SPECIAL COUNCIL MEETING MINUTES
SEPTEMBER 22, 2016 @ 6:00 P.M.

MEMBERS PRESENT:
Mayor Jesus Ruiz
Victor Perez
Rene Rodriguez
Anthony Gandara (*Arrived to the meeting at 6:57 p.m.)*
Maria Reyes
Gloria M. Rodriguez

MEMBERS ABSENT:

STAFF PRESENT:
Adriana Rodarte, City Manager
Olivia Navarro, City Clerk
David Mirazo, City Attorney
Sam Leony, Planning and Zoning Director

Chief Carlos Maldonado
Lt. Eddie Smith

1. CALL TO ORDER

The meeting was called to order at: 6:00 p.m.

2. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

Pledge of Allegiance was led by Miguel Rosas, Parks and Public Works Director.

3. ESTABLISHMENT OF QUORUM

A quorum was established with all members present.

4. PUBLIC COMMENT

Blanca Gallegos, Luis Sigala, Lorenza Fraire, Sergio Jaime and Daniel Hernandez spoke during Public Comment.

5. ***PRESENTATION* BY CITY MANAGER, REGARDING AUGUST'S MONTHLY REPORT.** ***ADRIANA RODARTE***

Presentation made by Adriana Rodarte.

CONSENT AGENDA

6. ***APPROVAL OF* REGULAR COUNCIL MEETING MINUTES OF AUGUST 18, 2016.** ***OLIVIA NAVARRO***

7. ***APPROVAL OF CASH* RECEIPTS TRANSACTION REPORT FOR AUGUST, 2016.** ***CHARLES CASIANO***

8. ***APPROVAL OF* ACCOUNTS PAYABLE TRANSACTION REPORT FOR AUGUST, 2016.** ***CHARLES CASIANO***

A motion was made by Rene Rodriguez seconded by Maria Reyes to *approve the Consent Agenda.* Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Maria Reyes and Gloria M. Rodriguez
Nays:
Absent: Anthony Gandara

PUBLIC HEARINGS / ORDINANCES

9. ***PUBLIC HEARING* OF AN ORDINANCE ADOPTING A BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2016 AND ENDING ON SEPTEMBER 30, 2017 FOR THE CITY OF SOCORRO, TEXAS.** ***ADRIANA RODARTE***

Public Hearing opened at 6:17 p.m.
Lorenza Fraire spoke during Public Hearing
Public Hearing closed at 6:23 p.m.

10. ***SECOND READING AND ADOPTION* OF AN ORDINANCE ADOPTING A BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2016 AND ENDING ON SEPTEMBER 30, 2017 FOR THE CITY OF SOCORRO, TEXAS.** ***ADRIANA RODARTE***

A motion was made by Rene Rodriguez seconded by Victor Perez to *approve item number ten (10).* Motion passed.

Ayes: Victor Perez, Rene Rodriguez and Gloria M. Rodriguez
Nays: Maria Reyes
Absent: Anthony Gandara

11. ***PUBLIC HEARING* OF AN ORDINANCE AUTHORIZING THE ASSESSMENT AND COLLECTION OF PROPERTY TAXES WITHIN THE CITY OF SOCORRO, TEXAS AND FURTHER AUTHORIZING THE EL PASO CITY TAX OFFICE TO PERFORM THE ACTUAL ASSESSMENT AND COLLECTION OF SAID PROPERTY TAXES ON BEHALF OF THE CITY OF SOCORRO, TEXAS FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2016 AND ENDING ON SEPTEMBER 30, 2017.**
ADRIANA RODARTE

Public Hearing opened at 6:27 p.m.
Lorenza Fraire spoke during Public Hearing.
Public Hearing closed at 6:30 p.m.

12. ***SECOND READING AND ADOPTION* OF AN ORDINANCE AUTHORIZING THE ASSESSMENT AND COLLECTION OF PROPERTY TAXES WITHIN THE CITY OF SOCORRO, TEXAS AND FURTHER AUTHORIZING THE EL PASO CITY TAX OFFICE TO PERFORM THE ACTUAL ASSESSMENT AND COLLECTION OF SAID PROPERTY TAXES ON BEHALF OF THE CITY OF SOCORRO, TEXAS FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2016 AND ENDING ON SEPTEMBER 30, 2017.**
ADRIANA RODARTE

A motion was made by Victor Perez seconded by Rene Rodriguez to *approve item number twelve (12).* Motion passed.

Ayes: Victor Perez, Rene Rodriguez and Maria Reyes
Nays: Gloria M. Rodriguez
Absent: Anthony Gandara

13. ***PUBLIC HEARING* OF AN ORDINANCE OF THE CITY OF SOCORRO, TEXAS ADOPTING THE AMENDED ORGANIZATIONAL CHART FOR THE CITY OF SOCORRO.** ***ADRIANA RODARTE***

Public Hearing opened at 6:31 p.m.
Lorenza Fraire spoke during Public Hearing.
Public Hearing closed at 6:33 p.m.

14. ***SECOND READING AND ADOPTION* OF AN ORDINANCE OF THE CITY OF SOCORRO, TEXAS ADOPTING THE AMENDED ORGANIZATIONAL CHART FOR THE CITY OF SOCORRO.** ***ADRIANA RODARTE***

A motion was made by Rene Rodriguez seconded by Victor Perez to *approve item number fourteen (14).* Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Maria Reyes and Gloria M. Rodriguez
Nays:
Absent: Anthony Gandara

15. ***PUBLIC HEARING*** **OF AN ORDINANCE CHANGING THE ZONING OF TRACT 12, ROBERT E. NIX SURVEY 302 AND A PORTION OF TRACT 2, ROBERT E. NIX SURVEY 303 FROM UNCLASSIFIED TO M-1 (LIGHT INDUSTRIAL).** ***SAM LEONY***

Public Hearing opened at 6:35 p.m.

Lorenza Fraire, Daniel Hernandez and Aaron Alvarado spoke during Public Hearing.

Public Hearing closed at 6:39 p.m.

16. ***SECOND READING AND ADOPTION*** **OF AN ORDINANCE CHANGING THE ZONING OF TRACT 12, ROBERT E. NIX SURVEY 302 AND A PORTION OF TRACT 2, ROBERT E. NIX SURVEY 303 FROM UNCLASSIFIED TO M-1 (LIGHT INDUSTRIAL).** ***SAM LEONY***

A motion was made by Victor Perez seconded by Rene Rodriguez to *approve item number sixteen (16).* Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Maria Reyes and Gloria M. Rodriguez
Nays:
Absent: Anthony Gandara

17. ***PUBLIC HEARING*** **OF AN ORDINANCE CHANGING THE ZONING OF LOT 18, BLOCK 1, COTTON VALLEY ESTATES AT 11885 PAMELA RAYE FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL).** ***SAM LEONY***

Public Hearing opened at 6:47 p.m.

Lorenza, Fraire and Daniel Hernandez spoke during Public Hearing.

Public Hearing closed at 6:51 p.m.

18. ***SECOND READING AND ADOPTION*** **OF AN ORDINANCE CHANGING THE ZONING OF LOT 18, BLOCK 1, COTTON VALLEY ESTATES AT 11885 PAMELA RAYE FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL).** ***SAM LEONY***

A motion was made by Victor Perez seconded by Gloria M. Rodriguez to *approve item number eighteen (18).* Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Maria Reyes and Gloria M. Rodriguez
Nays:
Absent: Anthony Gandara

19. *PUBLIC HEARING* OF AN ORDINANCE AMENDING THE CITY OF SOCORRO MASTER PLAN AND CHANGING THE ZONING OF LOT 2, BLOCK 6, EL CAMPESTRE SUBDIVISION FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO C-1 (LIGHT COMMERCIAL). *SAM LEONY*

Public Hearing opened at 6:53 p.m.
No Speakers for Public Hearing.
Public Hearing closed at 6:54 p.m.

20. *SECOND READING AND ADOPTION* OF AN ORDINANCE AMENDING THE CITY OF SOCORRO MASTER PLAN AND CHANGING THE ZONING OF LOT 2, BLOCK 6, EL CAMPESTRE SUBDIVISION FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO C-1 (LIGHT COMMERCIAL). *SAM LEONY*

A motion was made by Rene Rodriguez seconded by Gloria M. Rodriguez *to approve item number twenty (20).* Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Maria Reyes and Gloria M. Rodriguez
Nays:
Absent: Anthony Gandara

21. *PUBLIC HEARING* OF AN ORDINANCE CHANGING THE ZONING OF LOT 1, BLOCK 3, WISEMAN ESTATES FROM C-1 (LIGHT COMMERCIAL) TO C-2 (GENERAL COMMERCIAL) PLUS A CONDITIONAL USE PERMIT FOR A MECHANIC SHOP. *SAM LEONY*

Public Hearing opened at 6:56 p.m.
Lorenza Fraire spoke during Public Hearing.

Anthony Gandara arrived to the meeting at 6:57 p.m.

Daniel Hernandez spoke during Public Hearing.
Public Hearing closed at 6:58 p.m.

22. *SECOND READING AND ADOPTION* OF AN ORDINANCE CHANGING THE ZONING OF LOT 1, BLOCK 3, WISEMAN ESTATES FROM C-1 (LIGHT COMMERCIAL) TO C-2 (GENERAL COMMERCIAL) PLUS A CONDITIONAL USE PERMIT FOR A MECHANIC SHOP. *SAM LEONY*

A motion was made by Rene Rodriguez seconded by Anthony Gandara to *approve item number twenty-two (22).* Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Maria Reyes and Gloria M. Rodriguez
Nays:
Absent:

23. ***INTRODUCTION, FIRST READING AND CALLING FOR A PUBLIC HEARING*** **OF AN ORDINANCE CHANGING THE ZONING OF LOT 11, BLOCK 11, SOCORRO MISSION #1 (511 ZEBU) FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL) PLUS A CONDITIONAL USE PERMIT FOR CHILD CARE HOME.**
SAM LEONY

A motion was made by Rene Rodriguez seconded by Anthony Gandara to *approve item number twenty-three (23).*

Amalia Garcia, owner of the property spoke on this item.

Rene Rodriguez amended his motion to *approve with the condition not to allow the rental of the apartment.*

Rene Rodriguez rescinded his motion.

An amended motion was made by Rene Rodriguez seconded by Anthony Gandara to *postpone item number twenty-three and allow the owner to bring all documentation presented to the state.*

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Maria Reyes and Gloria M. Rodriguez
Nays:
Absent:

24. ***INTRODUCTION, FIRST READING AND CALLING FOR A PUBLIC HEARING*** **OF AN ORDINANCE AMENDING THE CITY OF SOCORRO MASTER PLAN AND CHANGING THE ZONING OF TRACT 12-A-2, BLOCK 23, SOCORRO GRANT FROM A-1 (AGRICULTURAL) TO C-1 (LIGHT COMMERCIAL).** ***SAM LEONY***

A motion was made by Gloria M. Rodriguez seconded by Anthony Gandara to *approve item number twenty-four.*

Anthony Gandara rescinded his motion.

Gloria M. Rodriguez rescinded her motion.

An amended motion was made by Gloria M. Rodriguez seconded by Anthony Gandara to *replat and post postpone this item.* Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Maria Reyes and Gloria M. Rodriguez
Nays:
Absent:

25. ***INTRODUCTION, FIRST READING AND CALLING FOR A PUBLIC HEARING* OF AN ORDINANCE AMENDING THE CITY OF SOCORRO MASTER PLAN AND CHANGING THE ZONING OF LOT 4, BLOCK 5, ROSEVILLE SUBDIVISION (330 BAUMAN RD.) FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO C-1 (LIGHT COMMERCIAL).** ***SAM LEONY***

A motion was made by Gloria M. Rodriguez seconded by Anthony Gandara to *approve item number twenty-five (25).* Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Maria Reyes and Gloria M. Rodriguez
Nays:
Absent:

26. ***INTRODUCTION, FIRST READING AND CALLING FOR A PUBLIC HEARING* OF AN ORDINANCE CHANGING THE ZONING OF LOT 7, BLOCK 3, MOON ADDITION #3 (368 CONRAD CT) FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL).** ***SAM LEONY***

A motion was made by Gloria M. Rodriguez seconded by Anthony Gandara to *approve item number twenty-six (26).* Motion passed.

Ayes: Victor Perez, Anthony Gandara and Gloria M. Rodriguez
Nays: Rene Rodriguez and Maria Reyes
Absent:

27. ***INTRODUCTION, FIRST READING AND CALLING FOR A PUBLIC HEARING* OF ORDINANCE 374 AMENDMENT NO. 3, ADOPTING AN AMENDED BUDGET TO DECREASE FY2015-2016 IN THE AMOUNT OF $173,720.00.** ***ADRIANA RODARTE***

A motion was made by Rene Rodriguez, seconded by Gloria M. Rodriguez to *approve item number twenty-seven (27).* Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara and Gloria M. Rodriguez
Nays:
Abstain: Maria Reyes

REGULAR AGENDA

FINANCE DEPARTMENT

28. *DISCUSSION AND ACTION* ON APPROVING THE UNAUDITED FINANCIAL REPORTS FOR AUGUST, 2016. ***CHARLES CASIANO***

A motion was made by Anthony Gandara seconded by Gloria M. Rodriguez to *approve item number twenty-eight (28).* Motion passed.

Luis Sigala was signed up to speak but declined.

Lorenza Fraire spoke on this item.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara and Gloria M. Rodriguez
Nays:
Abstain: Maria Reyes

HUMAN RESOURCES DEPARTMENT

29. *DISCUSSION AND ACTION* TO APPROVE ESI ASSISTANCE GROUP RENEWAL AGREEMENT WITH ESI GROUP FOR EMPLOYEE ASSISTANCE PROGRAM TO THE CITY OF SOCORRO, AND TO AUTHORIZE THE CITY MANAGER OR HER DESIGNEE TO EXECUTE AGREEMENT. ***ROSIO MARIN***

A motion was made by Rene Rodriguez seconded by Victor Perez to *approve item number twenty-nine (29).* Motion passed.

Luis Sigala was signed up to speak but declined.

Lorenza Fraire spoke on this item.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Maria Reyes and Gloria M. Rodriguez
Nays:
Abstain:

30. *DISCUSSION AND ACTION* TO APPROVE AMENDMENT TO EQUIPMENT OPERATOR JOB DESCRIPTION. ***ROSIO MARIN***

A motion was made by Gloria M. Rodriguez seconded by Victor Perez to *approve item number thirty (30).* Motion passed.

Lorenza Fraire spoke on this item.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Maria Reyes and Gloria M. Rodriguez
Nays:
Abstain:

GRANTS DEPARTMENT

31. ***DISCUSSION AND ACTION TO* SUBMIT RESOLUTION 504 GRANT APPLICATION WITH THE RIO GRANDE COUNCIL OF GOVERNMENTS FOR A SOLID WASTE GRANT IN THE AMOUNT OF $7,000.00.**
ANIBAL OLAGUE

A motion was made by Victor Perez seconded by Anthony Gandara to *approve the grant in the amount of $10,800.00.* Motion passed.

Lorenza Fraire spoke on this item.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Maria Reyes and Gloria M. Rodriguez
Nays:
Abstain:

CITY MANAGER

33. ***DISCUSSION AND ACTION* TO APPROVE El Paso COUNTY 911 DISTRICT FY 2017 BUDGET PLAN.** ***ADRIANA RODARTE***

A motion was made by Rene Rodriguez seconded by Anthony Gandara to *approve item number thirty-three (33).* Motion passed.

Lorenza Fraire spoke on this item.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Maria Reyes and Gloria M. Rodriguez
Nays:
Abstain:

32. ***DISCUSSION AND ACTION* TO RATIFY THE TAX INCREASE SET FORTH IN ORDINANCE ADOPTING A BUDGET FOR THE CITY OF SOCORRO.** ***ADRIANA RODARTE***

A motion was made by Rene Rodriguez seconded by Victor Perez to *approve item number thirty-two (32).* Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Maria Reyes and Gloria M. Rodriguez
Nays:
Abstain:

A motion was made by Rene Rodriguez seconded by Maria Reyes to *move item number thirty-four (34) into Executive Session.* Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Maria Reyes and Gloria M. Rodriguez
Nays:
Abstain:

34. *DISCUSSION AND ACTION* TO NEGOTIATE MUNICIPAL JUDGE TWO YEAR CONTRACT AND AUTHORIZE CITY MANAGER OR HER DESIGNEE TO FINALIZE AND EXECUTE CONTRACT.
ADRIANA RODARTE

MAYOR AND COUNCIL

35. *DISCUSSION AND ACTION* TO INCREASE CAPITAL FUNDING FOR THE PURCHASE OF ADDITIONAL VACUUM TRUCKS FOR 2017 IN THE AMOUNT OF $490,000.00. ***RENE RODRIGUEZ***

A motion was made by Rene Rodriguez seconded by Anthony Gandara to *approve item number thirty-five (35).* Motion passed.

Ralph Duran was signed up to speak on this item but declined.

Lorenza Fraire, Sergio Jaime, Luis Sigala and Daniel Hernandez spoke on this item.

A motion was made by Gloria M. Rodriguez seconded by Rene Rodriguez to *suspend the rule to allow a speaker to speak.* Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Maria Reyes and Gloria M. Rodriguez
Nays:
Abstain:

Daniel Martinez spoke on this item.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Maria Reyes and Gloria M. Rodriguez
Nays:
Abstain:

36. *DISCUSSION AND ACTION* REGARDING POSTPONING INSTALLATION OF STREET LIGHTS AND SPEED HUMPS UNTIL AFTER THE RESULTS OF THE NOVEMBER 2016 ELECTIONS AND RUNOFFS RESULTING FROM THEM ARE KNOWN AND THE POST-ELECTION CITY COUNCIL IS SEATED. ***RENE RODRIGUEZ***

A motion was made by Maria Reyes seconded by Rene Rodriguez to *delete item number thirty-six (36).* Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Maria Reyes and Gloria M. Rodriguez
Nays:
Abstain:

37. *DISCUSSION AND ACTION* TO REVIEW AND APPROVE DANNENBAUM COST ESTIMATE ON DATSUN RD. TO BEGIN IMMEDIATELY AFTER FOLLOWING THE PROCUREMENT PROCESS. ***ANTHONY GANDARA***

A motion was made by Gloria M. Rodriguez seconded by Anthony Gandara to *approve item number thirty-seven (37).* Motion passed.

Lorenza Fraire spoke on this item.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Maria Reyes and Gloria M. Rodriguez
Nays:
Abstain:

A motion was made by Rene Rodriguez seconded by Victor Perez to *move into Executive Session at this time.* Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Maria Reyes and Gloria M. Rodriguez
Nays:
Abstain:

THE CITY COUNCIL CONVENED INTO EXECUTIVE SESSION AT 8:42 P.M.

EXECUTIVE SESSION

THE CITY COUNCIL RECONVENED BACK IN OPEN SESSION AT 9:07 P.M.

34. ***DISCUSSION AND ACTION*** **TO NEGOTIATE MUNICIPAL JUDGE TWO YEAR CONTRACT AND AUTHORIZE CITY MANAGER OR HER DESIGNEE TO FINALIZE AND EXECUTE CONTRACT.**
ADRIANA RODARTE

A motion was made by Victor Perez seconded by Gloria M. Rodriguez *not to renew the contract and exercise the option to keep her employed until a decision is made.* Motion passed.

Lorenza Fraire, Sergio Jaime and Daniel Hernandez spoke on this item.

Luis Sigala was signed up to speak but declined.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Maria Reyes and Gloria M. Rodriguez
Nays:
Abstain:

38. ***DISCUSSION AND ACTION*** **ON ADVICE RECEIVED FROM CITY ATTORNEY IN CLOSED SESSION, AND ACTION TO APPROVE REAL ESTATE TRANSACTION; AUTHORIZE FILING OR SETTLEMENT OF LEGAL ACTION; AUTHORIZE EMPLOYMENT OF EXPERT WITNESSES AND CONSULTANTS, AND EMPLOYMENT OF SPECIAL COUNSEL WITH RESPECT TO PENDING LEGAL MATTERS.** ***ADRIANA RODARTE***

39. ***DISCUSSION AND ACTION*** **ON QUALIFICATIONS OF INDIVIDUALS FOR EMPLOYMENT AND FOR APPOINTMENT TO BOARDS & COMMISSIONS, JOB PERFORMANCE OF EMPLOYEES, REAL ESTATE ACQUISITION AND RECEIVE LEGAL ADVICE FROM CITY ATTORNEY REGARDING LEGAL ISSUES AFFECTING THESE MATTERS.**
ADRIANA RODARTE

40. ***DISCUSSION AND ACTION*** **REGARDING PENDING LITIGATION AND RECEIVE STATUS REPORT REGARDING PENDING LITIGATION.**
ADRIANA RODARTE

A motion was made by Victor Perez seconded by Anthony Gandara to *delete items number thirty-eight (38), thirty-nine (39) and forty (40).* Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Maria Reyes and Gloria M. Rodriguez
Nays:
Abstain:

41. ***ADJOURN***

A motion was made by Victor Perez seconded by Rene Rodriguez to *adjourn at 9:14 p.m.*

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Maria Reyes and Gloria M. Rodriguez
Nays:
Abstain:

_____
Jesus Ruiz, Mayor

_____
Olivia Navarro
City Clerk

_____
Date minutes were approved

REGULAR COUNCIL MEETING MINUTES
OCTOBER 6, 2016 @ 6:00 P.M.

MEMBERS PRESENT:
Mayor Jesus Ruiz
Victor Perez
Anthony Gandara
Gloria M. Rodriguez

MEMBERS ABSENT:
Rene Rodriguez
Maria Reyes

STAFF PRESENT:
Olivia Navarro, City Clerk
James A. Martinez, City Attorney
Sam Leony, Planning and Zoning Director

Lt. Eddie Smith
Sgt. C. Rey
Charles Casiano, Finance Director
Rosio Marin, HR Director

1. CALL TO ORDER

The meeting was called to order at: 6:12 p.m.

2. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

Pledge of Allegiance was led by Charles Casiano, Finance Diretor

3. ESTABLISHMENT OF QUORUM

A quorum was established with all members present.

A motion was made by Victor Perez seconded by Anthony Gandara to *move into Executive Session for item number twenty–two (22) of the Regular Agenda and item number eight (8) of the Addendum to the Agenda.*

Ayes: Victor Perez, Anthony Gandara and Gloria M. Rodriguez
Nays:
Absent: Rene Rodriguez and Maria Reyes

THE CITY COUNCIL CONVENED INTO EXECUTIVE SESSION AT 6:16 P.M.

EXECUTIVE SESSION

THE CITY COUNCIL RECONVENED BACK IN OPEN SESSION AT 6:47 P.M.

4. PUBLIC COMMENT

Jose Elizalde, Daniel Hernandez and Sergio Jaime spoke during Public Comment.

CONSENT AGENDA

6. *APPROVAL OF* REGULAR COUNCIL MEETING MINUTES OF SEPTEMBER 1, 2016. ***OLIVIA NAVARRO***

7. *EXCUSE* ABSENT COUNCIL MEMBERS. ***OLIVIA NAVARRO***

A motion was made by Anthony Gandara seconded by Victor Perez to *approve the Consent Agenda.* Motion passed.

Ayes: Victor Perez, Anthony Gandara and Gloria M. Rodriguez
Nays:
Absent: Rene Rodriguez and Maria Reyes

PUBLIC HEARINGS / ORDINANCES

8. *INTRODUCTION, FIRST READING AND CALLING FOR A PUBLIC HEARING* OF AN ORDINANCE CHANGING THE ZONING OF LOT 11, BLOCK 11, SOCORRO MISSION #1 (511 ZEBU) FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL) PLUS A CONDITIONAL USE PERMIT FOR CHILD CARE HOME. ***SAM LEONY***

A motion was made by Victor Perez seconded by Anthony Gandara to *approve item number eight (8).* Motion passed.

Ayes: Victor Perez, Anthony Gandara and Gloria M. Rodriguez
Nays:
Absent: Rene Rodriguez and Maria Reyes

9. ***INTRODUCTION, FIRST READING AND CALLING FOR A PUBLIC HEARING* OF AN ORDINANCE CHANGING THE ZONING OF LOT 13, BLOCK 11, SOCORRO MISSION #1 AT 531 ZEBU FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL).** ***SAM LEONY***

A motion was made by Anthony Gandara seconded by Victor Perez to *approve item number nine (9).* Motion passed.

Ayes: Victor Perez, Anthony Gandara and Gloria M. Rodriguez
Nays:
Absent: Rene Rodriguez and Maria Reyes

10. ***PUBLIC HEARING* OF AN ORDINANCE AMENDING THE CITY OF SOCORRO MASTER PLAN AND CHANGING THE ZONING OF LOT 4, BLOCK 5, ROSEVILLE SUBDIVISION (330 BAUMAN RD.) FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO C-1 (LIGHT COMMERCIAL).** ***SAM LEONY***

Public Hearing opened at 6:57 p.m.
Daniel Hernandez spoke during Public Hearing
Public Hearing closed at 6:58 p.m.

PRESENTATION

5. ***PRESENTATION* BY WELLS FARGO BANK REGARDING WELLSONE AGREEMENT.** ***CHARLES CASIANO***

Presentation made by Giselle Smith and Luther Fischer from Wells Fargo Bank.

11. ***SECOND READING AND ADOPTION* OF AN ORDINANCE AMENDING THE CITY OF SOCORRO MASTER PLAN AND CHANGING THE ZONING OF LOT 4, BLOCK 5, ROSEVILLE SUBDIVISION (330 BAUMAN RD.) FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO C-1 (LIGHT COMMERCIAL).** ***SAM LEONY***

A motion was made by Gloria M. Rodriguez seconded by Anthony Gandara to *approve item number eleven (11).* Motion passed.

Ayes: Victor Perez, Anthony Gandara and Gloria M. Rodriguez
Nays:
Absent: Rene Rodriguez and Maria Reyes

12. *PUBLIC HEARING* OF AN ORDINANCE CHANGING THE ZONING OF LOT 7, BLOCK 3, MOON ADDITION #3 (368 CONRAD CT) FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL). ***SAM LEONY***

Public Hearing opened at 7:08 p.m.

Jose Sanchez, Magdalena Sanchez and Daniel Hernandez spoke during Public Hearing.

Public Hearing closed at 7:13 p.m.

13. *SECOND READING AND ADOPTION* OF AN ORDINANCE CHANGING THE ZONING OF LOT 7, BLOCK 3, MOON ADDITION #3 (368 CONRAD CT) FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL). ***SAM LEONY***

A motion was made by Victor Perez seconded by Anthony Gandara to *deny item number thirteen (13).* Motion passed.

Ayes: Victor Perez, Anthony Gandara and Gloria M. Rodriguez
Nays:
Absent: Rene Rodriguez and Maria Reyes

14. *PUBLIC HEARING* OF ORDINANCE 374 AMENDMENT NO. 3, ADOPTING AN AMENDED BUDGET TO DECREASE FY2015-2016 IN THE AMOUNT OF $173,720.00. ***ADRIANA RODARTE***

Public Hearing opened at 7:21 p.m.

No speakers for Public Hearing

Public Hearing closed at 7:21 p.m.

15. *SECOND READING AND ADOPTION* OF ORDINANCE 374 AMENDMENT NO. 3, ADOPTING AN AMENDED BUDGET TO DECREASE FY2015-2016 IN THE AMOUNT OF $173,720.00. ***ADRIANA RODARTE***

A motion was made by Victor Perez seconded by Anthony Gandara to *approve item number fifteen (15).* Motion passed.

Ayes: Victor Perez, Anthony Gandara and Gloria M. Rodriguez
Nays:
Absent: Rene Rodriguez and Maria Reyes

REGULAR AGENDA

GRANTS DEPARTMENT

16. *DISCUSSION AND ACTION* TO APPROVE RESOLUTION 505 DESIGNATING MAYOR AND CITY MANAGER AS AUTHORIZED SIGNATORIES UNDER CDBG CONTRACT #7215479. *ANIBAL OLAGUE*

A motion was made by Victor Perez seconded by Gloria M. Rodriguez to *approve item number sixteen (16).* Motion passed.

Daniel Hernandez spoke on this item.

Ayes: Victor Perez, Anthony Gandara and Gloria M. Rodriguez
Nays:
Absent: Rene Rodriguez and Maria Reyes

PLANNING AND ZONING DEPARTMENT

17. *DISCUSSION AND ACTION* ON THE AUTHORIZATION TO REQUEST A HYDROLOGY STUDY TO CERTIFY THE LEVEES OF THE SECTION OF THE RIO GRANDE ABUTTING THE CITY OF SOCORRO. *SAM LEONY*

A motion was made by Gloria M. Rodriguez seconded by Anthony Gandara to *approve item number seventeen (17).* Motion passed.

Daniel Hernandez spoke on this item.

Ayes: Victor Perez, Anthony Gandara and Gloria M. Rodriguez
Nays:
Absent: Rene Rodriguez and Maria Reyes

INFORMATION TECHNOLOGY DEPARTMENT

18. *DISCUSSION AND ACTION* TO RENEW THE WIRELESS AND CELL PHONE SERVICES WITH VERIZON. *OMAR GUEVARA*

A motion was made by Victor Perez seconded by Gloria M. Rodriguez to *approve item number eighteen (18).* Motion passed.

Ayes: Victor Perez, Anthony Gandara and Gloria M. Rodriguez
Nays:
Absent: Rene Rodriguez and Maria Reyes

19. ***DISCUSSION AND ACTION*** **ON ADVICE RECEIVED FROM CITY ATTORNEY IN CLOSED SESSION, AND ACTION TO APPROVE REAL ESTATE TRANSACTION; AUTHORIZE FILING OR SETTLEMENT OF LEGAL ACTION; AUTHORIZE EMPLOYMENT OF EXPERT WITNESSES AND CONSULTANTS, AND EMPLOYMENT OF SPECIAL COUNSEL WITH RESPECT TO PENDING LEGAL MATTERS.** ***ADRIANA RODARTE***

20. ***DISCUSSION AND ACTION*** **ON QUALIFICATIONS OF INDIVIDUALS FOR EMPLOYMENT AND FOR APPOINTMENT TO BOARDS & COMMISSIONS, JOB PERFORMANCE OF EMPLOYEES, REAL ESTATE ACQUISITION AND RECEIVE LEGAL ADVICE FROM CITY ATTORNEY REGARDING LEGAL ISSUES AFFECTING THESE MATTERS.**
ADRIANA RODARTE

21. ***DISCUSSION AND ACTION*** **REGARDING PENDING LITIGATION AND RECEIVE STATUS REPORT REGARDING PENDING LITIGATION.**
ADRIANA RODARTE

A motion was made by Victor Perez seconded by Anthony Gandara to *delete items number nineteen (19), twenty (20) and twenty-one (21).* Motion passed.

Ayes: Victor Perez, Anthony Gandara and Gloria M. Rodriguez
Nays:
Absent: Rene Rodriguez and Maria Reyes

ADDENDUM TO THE AGENDA

8. ***DISCUSSION AND ACTION*** **REGARDING UTILITY FRANCHISE AGREEMENT WITH EL PASO ELECTRIC COMPANY [551.071].**
JAMES A. MARTINEZ

A motion was made by Victor Perez seconded by Anthony Gandara to *proceed with the city attorney's recommendation.* Motion passed.

Ayes: Victor Perez, Anthony Gandara and Gloria M. Rodriguez
Nays:
Absent: Rene Rodriguez and Maria Reyes

22. ***DISCUSSION AND ACTION*** **REGARDING SAMUEL CAMPOS ET AL V. CITY OF SOCORRO, CAUSE NO. 2013DCV4546, IN THE 120TH DISTRICT COURT OF El Paso COUNTY.** ***JAMES A. MARTINEZ***

A motion was made by Victor Perez seconded by Gloria M. Rodriguez to *approve the city attorney's recommendation for item number twenty-two (22).* Motion passed.

Ayes: Victor Perez, Anthony Gandara and Gloria M. Rodriguez
Nays:
Absent: Rene Rodriguez and Maria Reyes

9. *ADJOURN*

A motion was made by Victor Perez seconded by Anthony Gandara to *adjourn at 7:29 p.m.*

Ayes: Victor Perez, Anthony Gandara and Gloria M. Rodriguez
Nays:
Absent: Rene Rodriguez and Maria Reyes

_____
Jesus Ruiz, Mayor

_____
Olivia Navarro
City Clerk

_____
Date minutes were approved

ITEM 10

ORDINANCE NO. _____

AN ORDINANCE GRANTING A FRANCHISE TO EL PASO ELECTRIC COMPANY TO MAINTAIN, ERECT, CONSTRUCT, EQUIP AND OPERATE ITS BUSINESS WITHIN THE CITY OF SOCORRO, TEXAS, AND TO PRESCRIBE THE TERMS AND CONDITIONS OF SUCH GRANT.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF SOCORRO, TEXAS:

Section 1. Grant of Authority

There is hereby granted to El Paso Electric Company (the "Company"), a Texas corporation, its legal representatives, successors, and assigns, for the term of twenty-five (25) years from November 1, 2016, , a Franchise, pursuant to Section 33.008 of the Texas Utilities Code, as may be amended, the right, privilege, and franchise to: (i) construct, extend, reconstruct, repair, access, maintain, use, and operate in, along, across, over or under the present and future streets, highways, alleys, sidewalks, bridges, public ways, parks, public utility easements, and public places and extensions thereof of the City of Socorro, Texas (the "City"), electric power lines and facilities with all necessary or desirable appurtenances (including poles, towers, wires, underground conduits, related telephone and communication lines) for the transmission and distribution of electrical energy; and (ii) promote, construct, extend, reconstruct, repair, access, maintain, use, build, equip, conduct, or otherwise establish and operate in said City, works or systems and plants to generate, manufacture, use, store, sell, distribute, transmit, serve, supply, furnish, and convey electrical energy; in each instance whether now installed and in operation or as may be hereafter installed and operated in the City for the use of the City, its inhabitants thereof and properties therein, and persons, firms, and corporations beyond the corporate limits thereof.

Section 2. Police Power

Work done in connection with the construction, repair, maintenance and operation of distribution facilities is subject to the continuing police power of the City, and the Company shall comply with all present and future laws, ordinances, regulations, and standards except such as conflicts with any provision hereof lawfully surrendering the City's authority.

The Company shall within a reasonable time restore to their original condition as before working thereon as nearly as reasonably possible all streets excavated by it. In the event

of an emergency requiring immediate excavation, the Company shall notify the City as soon as practicable thereafter.
If the City abandons any public rights-of-ways in which the Company has facilities, such abandonment shall be conditioned on Company's right to maintain its use of the former public rights-of-ways and on the obligation of the party to whom the public rights-of-way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the public rights-of-way.

Section 3. Interference with Public or Private Property
All poles placed within the City and all excavations or other construction in the streets, alleys or public places shall be done so as to minimize interference with the use of streets, alleys, and public places and with the use of private property as may be reasonably accomplished, in accordance with direction given by or under the authority of the Council under the police and regulatory power of the City. Future installations of the Company shall not conflict with then existing gas pipes, water pipes, telephone lines or conduits, or sewers, except with the consent of the City. Nothing herein shall be construed in any way to restrict or limit the Company's right of eminent domain as to private property.

Section 4. Trimming Trees
The Company may trim trees or vegetation upon and overhanging the streets, alleys, sidewalks, and public places of the City so as to eliminate or minimize interference with the wires, cables, or system of the Company; provided, however, upon streets bordered by parks, whenever trees shall have attained a size or height which interferes with pole lines) the City Council of said City may require such pole lines to be relocated. or removed to adjacent alleys when feasible and when such relocation or removal will not entail excessive or unreasonable cost.

Section 5. Wire Changes to Permit Moving of Structures
The Company on request of any person shall within a reasonable period of time remove, rearrange, raise, or lower its aerial distribution cables or wires temporarily to permit the moving of houses, machinery, or other objects or structures. The expense of such temporary removal, rearrangement, raising, or lowering of the aerial distribution cables or wires shall be paid by the benefited party or parties, and the Company may require such payment in advance. The Company shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire changes.

Section 6. Furnishing Service
The Company shall furnish service under approved tariffs, service rules, and regulations to any person, firm, or corporation that shall request service within the City, subject to regulation as provided in Section 10 of this Franchise, and shall make connections therefore on request, without unreasonable delay, provided that the extension of service demanded is not prohibited by state or federal law.
The Company shall have the right to operate and control all meters, wires, appliances, and appurtenances owned by the Company. In case of refusal or failure on the part of any customer to pay the Company proper charges for electricity consumed and other related services, or to observe approved rules and regulations established by the Company, the Company shall have the right to disconnect its service and wires to the

premises of such customer and to remove all facilities furnished and owned by the Company.

Section 7. Other Utility Installations

The City reserves the right to install and permit to be installed, gas, water, other utility lines, cable television lines, fiber optic lines and facilities and permits to be done any work that may be deemed necessary or proper by the Council in, across, over, or under any street, alley, or public place occupied by the Company and to change any curb or sidewalk or the grade of any street. However, such installation shall not interfere with the operations or assets of the Company or violate safety standards and the City shall not require the Company to allow others use of Company's assets without prior express written permission of the Company. In doing or permitting such reasonable work, the City shall not be liable to the Company for any damage so occasioned. However, the City shall not require the Company (except as provided in Section 2) to move its line(s) entirely from any street, alley, or public place. If the City shall require the Company to adapt or conform its lines or in any way or manner to alter, relocate, or change its property to enable any other corporation or person except the City to use with greater convenience such street, alley, or public place, the Company shall not be bound to make any such changes until such other corporation or person shall have undertaken with solvent bond to reimburse the Company for any loss and relocation of the Company property; provided, however, that the City shall not be liable for such reimbursement.

Section 8. Indemnification

The Company shall indemnify and save the City harmless from and against all claims, demands, or causes of action against the City for injury to persons or property occasioned by or arising out of the construction, reconstruction, maintenance, repair, or operation of its system or by the conduct of its business in the City.

Section 9. Quality of System and Service

The Company shall construct, install, and maintain its system with appropriate apparatus and equipment in reasonable operating condition at all normal times. The service shall be sufficient to meet reasonable demands without undue interruption or fluctuation, except when interrupted, prevented, or impaired by fire, strikes, riots, war, storms, floods, state or federal restrictions, reliability or safety standards, or any other occurrences beyond the control of the Company in any of which events the Company shall do all things reasonably within its power to restore service, but shall not be liable for claims, demands, causes of action, or damages occasioned by interruption or fluctuations so caused. It is understood and agreed that the settlement of strikes, walkouts, lockouts, or other labor disputes shall be entirely within the discretion of the Company.

Section 10. Reports

The City shall have the right to keep informed as to the operation and services of the Company within the incorporated limits of the City. The Company will make available such pertinent information as may from time to time be reasonably required by the City related to information furnished to the Public Utility Commission of Texas, or its successor agency, and the records of the Company related to its operations within the incorporated limits of the City. The Company shall make the information available for inspection by the City at its corporate offices in El Paso, Texas at a reasonable time;

provided that such information can be produced from the Company's records existing at the time of the request without unreasonable burden or expense. Further, Company shall have no obligation to provide any information to the extent such disclosure is limited by any law, regulation, or confidentiality agreement.
Upon request of the City, the Company will file with the City Clerk an operating statement for the previous calendar year.

Section 11. Compensation
As full compensation for the rights herein granted, the Company will pay the City quarterly during the life of its Franchise, a sum of money equal to 4.0 % of the quarterly gross revenues, excluding revenues from the City or its departments, and all municipal, county, state and Federal government agencies and institutions received by the Company, its successors, lessees and assigns, from the sale of electric energy within the corporate limits of the City including any extension of those City limits from time to time. Said payments shall be based on gross receipts for each calendar quarter. Such sums shall be payable on the last day ofJanuary, March, June and September of each year or the following business day due date is a weekend or legal holiday following the year with respect to which sum shall be payable.
The consideration set forth above in this Section shall be in lieu of any other tax, fee, or charge, by whatever name called, for the privileges granted in this Franchise. The City will not assess against the Company any additional street rental charge, pole tax, inspection tax, or charge for the occupancy or use of the places to which this Franchise relates under Section 1, or tax on this Franchise as property. This does not bar the City from assessing against the Company or its property ad valorem taxes levied on property generally, fees charged generally to the public for the services of departments or agencies of the City, excise taxes levied generally, or other taxes, fees, and charges that are general and not compensation for the privileges herein granted. Until the last day of January 2017, the Company will continue the payments specified under the provisions of the franchise dated as of November 1986,
The payment or rendition of the consideration provided in this Grant shall not, except as otherwise provided herein, in any way limit any of the privileges or rights of the City that it may now or hereafter have under the Constitution and laws of the State Texas.
The provisions of Section 12 shall not be construed to excuse the Company from collecting from its electric service customers and paying over to the City or the state for the benefit of the City additional municipal sales tax levied in the event said City or state shall, at any time during the term of this Franchise, enact such additional municipal sales tax.
The City shall notify the Company (Attention: Tax Department) in writing of any changes in the municipal boundaries of the City within thirty (30) days of any annexation, de-annexation, extension, or contraction of boundaries becoming effective. The notice shall provide a description of the new and former municipal boundaries and provide Company copies of all relevant ordinances and maps. Company shall have no obligation to calculate, collect, or pay the Franchise fee attributable to any newly extended municipal boundaries until at least sixty (60) days have elapsed from Company's receipt of such notice.

Section 12. Acceptance
This Franchise shall not take effect unless, within sixty (60) days after its passage and approval, the Company files its written acceptance with the City clerk.

Section 13. Rights of Successors
This Franchise shall be binding upon the legal representatives, successors, lessees, and assigns of the parties hereto.

Section 154. Invalidation of Provision
If any section, paragraph, subdivision, clause, phrase, or provision of this ordinance shall be declared or adjudged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any part of the provisions hereof, other than the part so determined to be invalid or unconstitutional.

Section 15. Supersedes Previous Ordinances
This Franchise shall supersede any and all other franchises granted by the City to Company, its predecessors and assigns.

Section 16. Interpretation
This Franchise is subject to, and shall be interpreted to conform to, all applicable laws State of Texas. Any changes in applicable laws, rules, orders and regulations shall become effective with regard to this Franchise and any other agreements made pursuant to it as of the effective date of such law. The Company shall have the right and option to terminate this Franchise upon written notice to the City if the Company is required by any law, rule, order or regulation to cease providing one or more of the services or obligations that the Company has agreed to perform under the terms of this Franchise.

Section 17.
If any section, paragraph, subdivision, clause, phrase or provision of this Ordinance shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

PASSED AND APPROVED this _____ day of _November
_____, 2016.

CITY OF SOCORRO, TEXAS

By:

_____

Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

Introduction, First Reading and Calling for a Public Hearing: October 20, 2016
Second Reading and Adoption

ITEMS 11 AND 12

DATE: October 20, 2016

TO: MAYOR & CITY COUNCIL

FROM: Sam Leony, Planning and Zoning Director

CC: Adriana Rodarte, City Manager

SUBJECT:

Second Reading and Adoption of Ordinance____; and Ordiannce for the proposed rezoning of Lot 11, Block 11, Socorro Mission #1, from R-1 (SFR) to R-2 (MDR) plus a Conditional Use Permit for a Child Care Home on Lot 11, Block 11, Socorro Mission #1,

SUMMARY:

The property matter of this request is located at 511 Zebu Rd., located at 2220 feet east from the edge of Socorro Rd. This property has an estimated area of 22,500 sq. ft. (0.5165 acres), owned by Amalia Garcia, 511 Zebu Rd., Socorro, TX 79927.

BACKGROUND:

This case was tabled in the previous meeting in order to allow the petitioner an opportunity to bring the approval from the State for the existing business.

Socorro Mission #1 Subdivision was recorded in 1988 with 83 residential lots classified as R-1 (SFR) after the City's reactivation in 1985.

According to our Future Land Use map, the projected land use for this property is: Residential.

According to the Flood Insurance Rate Maps, the referenced property lies within an area determined to be outside of the 500-year flood plain, more particularly described as **Zone X**; this classification is the safest area with the less possibility of being flooded (Community Panel # 480212 0250-B / FEMA, September 4, 1991).

The current use of the property is: Residential

The proposed use of the property: Two dwellings (the existing home and an apartment at the rear side of the property) plus Child Care Home activities.

Adjacent Land Uses: North: R-1 (SFR), South: R-1 (SFR), East: R-1 (SFR), West: R-1 (SFR).

STATEMENT OF THE ISSUE:

The Planning and Zoning department is currently conducting a revision to all the businesses within the City of Socorro to verify that the classification assigned to the property is correct based upon the land use. This is the case for this property. They started doing business several years ago with the property classified as R-1 without a conditional use permit for a Child Care Home.

ALTERNATIVE:

N/A

STAFF RECOMMENDATION:

The Planning and Zoning Commission recommends TO APPROVE with the following observations:

1. The Conditional Use Permit can be approved because the existing Child Care Home activities are currently in compliance with the State's regulations, with this C.U.P. the property will be in full compliance with our zoning regulations.
2. The R-2 request can also be considered for approval with the condition of allowing a maximum of 2 dwellings within the property.

CITY OF SOCORRO
REQUEST FOR CITY COUNCIL AGENDA ITEM

Note: Regular Council meetings are held on the 1st. and 3rd. Thursday of each month. Requests **MUST** be submitted to the City Clerk by **12:00 p.m.** on the **THURSDAY** one week before the scheduled meeting date. **Late items (received by 5:00 p.m.) on the Friday prior the meeting will be placed as an Addendum. NO AGENDA ITEMS RECEIVED AFTER 5:00 ON THE FRIDAY prior to the Regular Agenda will be placed on the agenda.**

Date Submitted: October 13, 2016 Department: _____ 10/13/16
Planning and Zoning

Signature: _____ Approved by: _____

DESCRIBE REQUEST:

SECOND READING AND ADOPTION OF ORDINANCE ____, AN ORDINANCE CHANGING THE ZONING OF LOT 11, BLOCK 11, SOCORRO MISSION #1 (511 ZEBU) FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL) PLUS A CONDITIONAL USE PERMIT FOR A CHILD CARE HOME.

THE PLANNING AND ZONING COMMISSION RECOMMENDS APPROVAL

_____FOR OFFICE USE ONLY_____
Please check one:

( ) Presentation Agenda ( ) Consent Agenda

(X) Regular Agenda ( ) Executive Session

This item is to be placed on the agenda for: October 20, 2016

Received by City Clerk on: _____, 2016. Time: _____

Approved to be placed on the agenda : _____
City Council / City Manager

ACTION TAKEN: (____) Approved
(____) Not approved
(____) Tabled
(____) Other

ORDINANCE ____

AN ORDINANCE CHANGING THE ZONING OF LOT 11, BLOCK 11, SOCORRO MISSION #1, AT 511 ZEBU RD., IS CHANGED FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL) PLUS A CONDITIONAL USE PERMIT FOR A CHILD CARE HOME.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SOCORRO, TEXAS:

That pursuant to Chapter 46 of the Codification of Ordinances of the City of Socorro, Texas, the Zoning Ordinance of the City of Socorro, as amended, the zoning of Lot 11, Block 11, Socorro Mission #1, located at 511 Zebu Rd., has been changed from R-1 (Single Family Residential) to R-2 (Medium Density Residential), plus a Conditional Use Permit for a Child Care Home with the condition of not to build more than 2 dwellings within the property.

READ, APPROVED AND ADOPTED this _____ day of _____ 2016.

CITY OF SOCORRO, TEXAS

_____
Jesus Ruiz, Mayor

ATTEST:

_____
Olivia Navarro, City Clerk

APPROVED AS TO FORM:

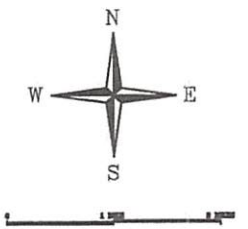
_____
James A. Martinez
Socorro City Attorney

APPROVED AS TO CONTENT:

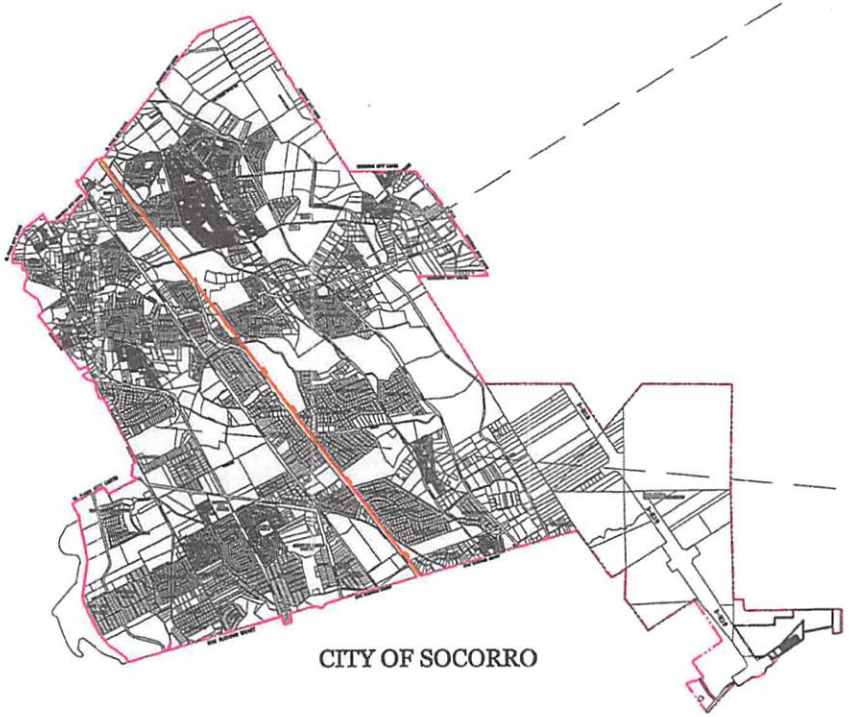
_____
Adriana Rodarte, City Manager

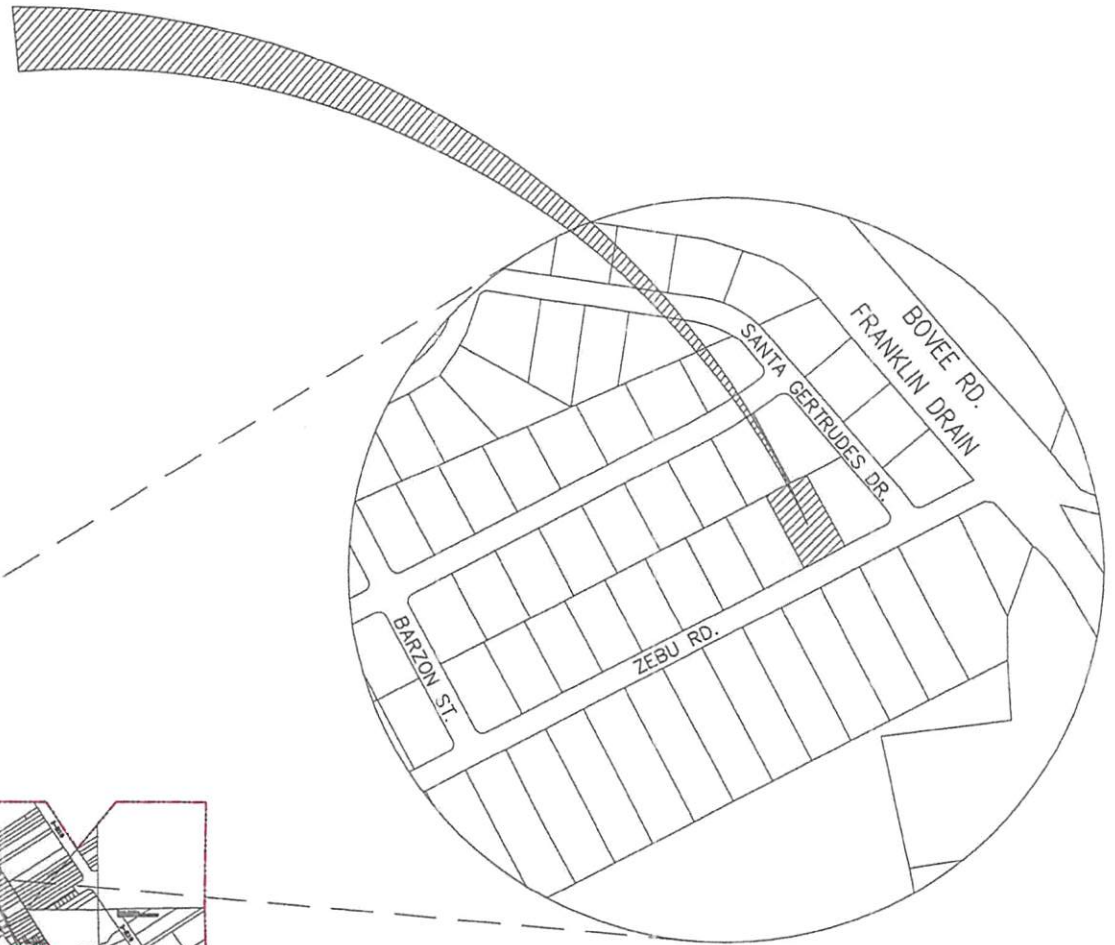
Introduction and First Reading: October 6, 2016

Second Reading and Adoption: October 20, 2016



PROJECT SITE;
511 Zebu Rd.
Lot 11, BLOCK 11,
Socorro Mission #1





LOCATION MAP

Scale: AS SHOWN

Planning and Zoning Department
860 N. Rio Vista Socorro, Texas 79927 Tel. (915) 872-8531 Fax (915) 872-8673

CONDITIONAL USE PERMIT REQUEST

1. Name: Amalia Garcia Date: 1-19-16

   Address: 511 Zebu Rd. Phone: 915-860-0477

   Representative: _____

   Address: _____ Phone: _____

2. Property Location: 511 Zebu Rd.

   Legal Description: _____

   If legal description is not available, a metes and bounds description will be required.

Area (Sq. ft. or Acreage)	Current Zoning	Current Land Use
	R-1	Home + Day Care

Proposed Zoning	Proposed Land Use
R2 + CUP	Day Care + Apartments

3. All owners of record must sign document.

_____ _____

_____ _____

_____ _____

EACH ITEM ON THIS FORM MUST BE COMPLETED AND ALL EXHIBITS MUST BE SUBMITTED BEFORE THIS REQUEST CAN BE SCHEDULED FOR A PUBLIC HEARING

JT	Amalia Garcia
Planning Department	Owner or Representative
Date	Date

Socorro, Tx., Octubre 29 2016

A quien Corresponda:

Por medio de la presente, me comunico con ustedes Para informarles, que la peticion que me hicieron en la pasada junta del dia Veintidos de Septiembre del presente año, no me fue posible obtener.

Dicha peticion era., que les presentara una carta del Departamento de Licencias, en la cual se dijera, que ellos estaban enterados, Y que no tenian ningun inconveniente, que aun continuando con el cuidado De niños (Day Care), se construyan apartamentos en la parte final de mi - - Propiedad, ubicada en el 511 zebu Rd., pues bien, me communiqué con Ellos y les volvi a hacer la pregunta., al igual me contestaron lo mismo., que Ellos no toman desiciones en las propiedades privadas,

Les agrego los escritos (textos) que atravez del - - Telefono mi inspectora la Senorita Claudia Rodriguez me envio., en los cuales Les envia los numerous de teléfono a donde ustedes se pueden comunicar Con ellos y hacer preguntas.

Sin más por el momento, y agradeciendo sus finas Atenciones, quedo de ustedes.

ATENTAMENTE

Amalia Garcia

Amalia Garcia

Claudia Rodrigu

Ms Garcia, I got your message. The city of SOCORRO can call me at 834-5764 or my supervisor Celeste Parrott at 834-5730 if they have any concerns or questions. We don't make decisions on private property, they should know that but they can call us. For your CDA you have until October 9. If you don't have it by that time you can ask for extension and I'll give another month. Once you have it you can send me a copy. Thank you

Add text

Claudia Rodrigu

12:07 PM

Diaculpeme

12:07 PM

Mi supervisora me dijo que no hiciera una carta. Que la ciudad nos hablara. Si gusta hablara con mi supervisora llame a Celeste Parrott 834-5730.

12:21 PM

No se me preocupe yo les voy a decir

12:34 PM

Cuidado y Muy pronto la

Add text

ITEMS 13 AND 14

DATE: October 20, 2016

TO: MAYOR & CITY COUNCIL

FROM: Sam Leony, Planning and Zoning Director

CC: Adriana Rodarte, City Manager

SUBJECT:

Second Reading and Adoption of Ordinance____; an Ordinance for the proposed rezoning of Lot 13, Block 11, Socorro Mission #1, located at 531 Zebu Rd. from R-1 (Single Family Residential) to R-2 (Medium Density Residential).

SUMMARY:

The property matter of this request is located at 2000 feet east from the edge of Socorro Rd. This property has an estimated area of 22,500 sq. ft. (0.5165 acres), owned by Amalia Garcia, 511 Zebu Rd., Socorro, TX 79927.

STATEMENT OF THE ISSUE:

The petitioner is requesting a change in the zoning classification in order to build an apartment complex. The existing classification only allows a single dwelling. According to the information provided by the owner, the plan is to build approximately 4 small apartments.

BACKGROUND:

Socorro Mission #1 Subdivision was recorded in 1988 with 83 residential lots classified as R-1 (SFR) after the City's reactivation in 1985.

According to our Future Land Use map, the projected land use for this property is: Residential. According to the Flood Insurance Rate Maps, the referenced property is described as **Zone X**.

The current use of the property is: Vacant Lot
The proposed use of the property: Residential with Apartments.

Adjacent Land Uses: North: R-1 (SFR), South: R-1 (SFR), East: R-1 (SFR), West: R-1 (SFR).

ALTERNATIVE:

Originally the applicant was requesting a R-3 zoning classification in order to build 10 small apartments. The Planning & Zoning Commission approved a R-2 (Medium Density Residential) classification with conditions. The site plan was modified as per the Commission's request.

STAFF RECOMMENDATION:

The Planning and Zoning Commission recommends APPROVAL with the following conditions:

1. A maximum of 4 dwellings shall be built within the property and shall include,
2. Ponding areas,
3. Parking spaces,
4. Trash collection areas, and
5. Setback compliance.

CITY OF SOCORRO
REQUEST FOR CITY COUNCIL AGENDA ITEM

Note: Regular Council meetings are held on the 1st. and 3rd. Thursday of each month. Requests **MUST** be submitted to the City Clerk by **12:00 p.m.** on the **THURSDAY** one week before the scheduled meeting date. **Late items (received by 5:00 p.m.) on the Friday prior the meeting will be placed as an Addendum. NO AGENDA ITEMS RECEIVED AFTER 5:00 ON THE FRIDAY prior to the Regular Agenda will be placed on the agenda.**

Date Submitted: October 13, 2016 Department: _____ 10/13/16
Planning and Zoning

Signature: _____ Approved by: _____

DESCRIBE REQUEST:

SECOND READING AND ADOPTION OF ORDINANCE ____, AN ORDINANCE CHANGING THE ZONING OF LOT 13, BLOCK 11, SOCORRO MISSION #1 AT 531 ZEBU FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL).

THE PLANNING AND ZONING COMMISSION RECOMMENDS APPROVAL

FOR OFFICE USE ONLY

Please check one:

( ) Presentation Agenda ( ) Consent Agenda

(X) Regular Agenda ( ) Executive Session

This item is to be placed on the agenda for: October 20, 2016

Received by City Clerk on: _____, 2016. Time: _____

Approved to be placed on the agenda : _____
City Council / City Manager

ACTION TAKEN: (____) Approved
(____) Not approved
(____) Tabled
(____) Other

ORDINANCE ____

AN ORDINANCE CHANGING THE ZONING OF LOT 13, BLOCK 11, EL SOCORRO MISSION #1, AT 531 ZEBU RD., IS CHANGED FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SOCORRO, TEXAS:

That pursuant to Chapter 46 of the Codification of Ordinances of the City of Socorro, Texas, the Zoning Ordinance of the City of Socorro, the zoning of Lot 13, Block 11, Socorro Mission #1, located at 531 Zebu Rd., has been changed from R-1 (Single Family Residential) to R-2 (Medium Density Residential), with the following conditions:

1. A maximum of 4 dwellings shall be built within the property
2. The lot shall include ponding areas, parking spaces and trash collection areas within the property and shall comply with the required setbacks.

READ, APPROVED AND ADOPTED this _____ day of _____ 2016.

CITY OF SOCORRO, TEXAS

_____
Jesus Ruiz, Mayor

ATTEST:

_____
Olivia Navarro, City Clerk

APPROVED AS TO FORM:

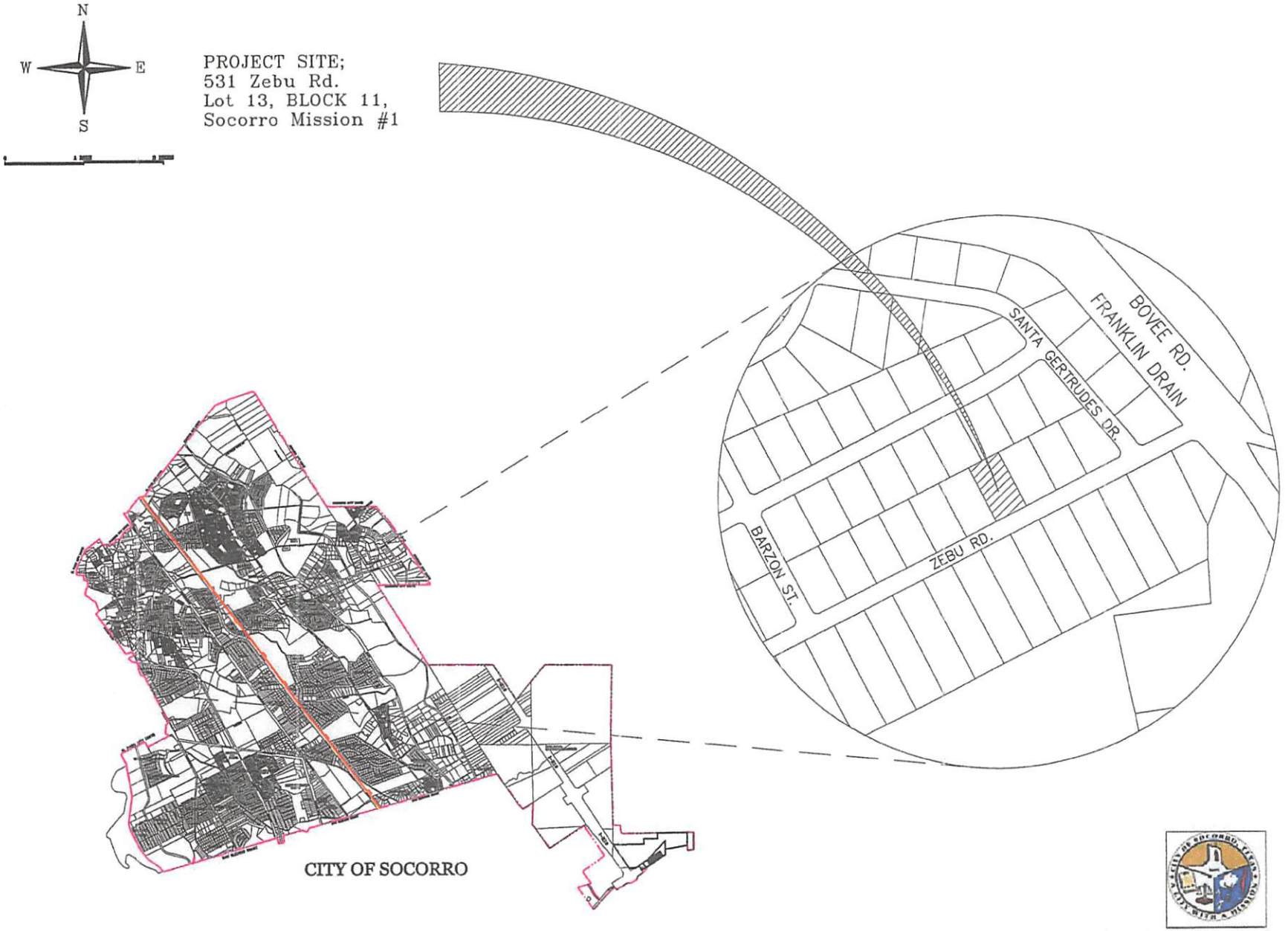
_____
James A. Martinez
Socorro City Attorney

APPROVED AS TO CONTENT:

_____
Adriana Rodarte, City Manager

Introduction and First Reading: October 6, 2016

Second Reading and Adoption: October 20, 2016



LOCATION MAP

Scale: AS SHOWN

Planning and Zoning Department
860 N. Rio Vista Socorro, Texas 79927 Tel. (915) 872-8531 Fax (915) 872-8673

N
W E
S

0 90 180 360 Feet

531 ZEBU

CITY OF SOCORRO
PLANNING & ZONING
860 N. RIO VISTA
SOCORRO, TX.79927

Date: 9/20/2016

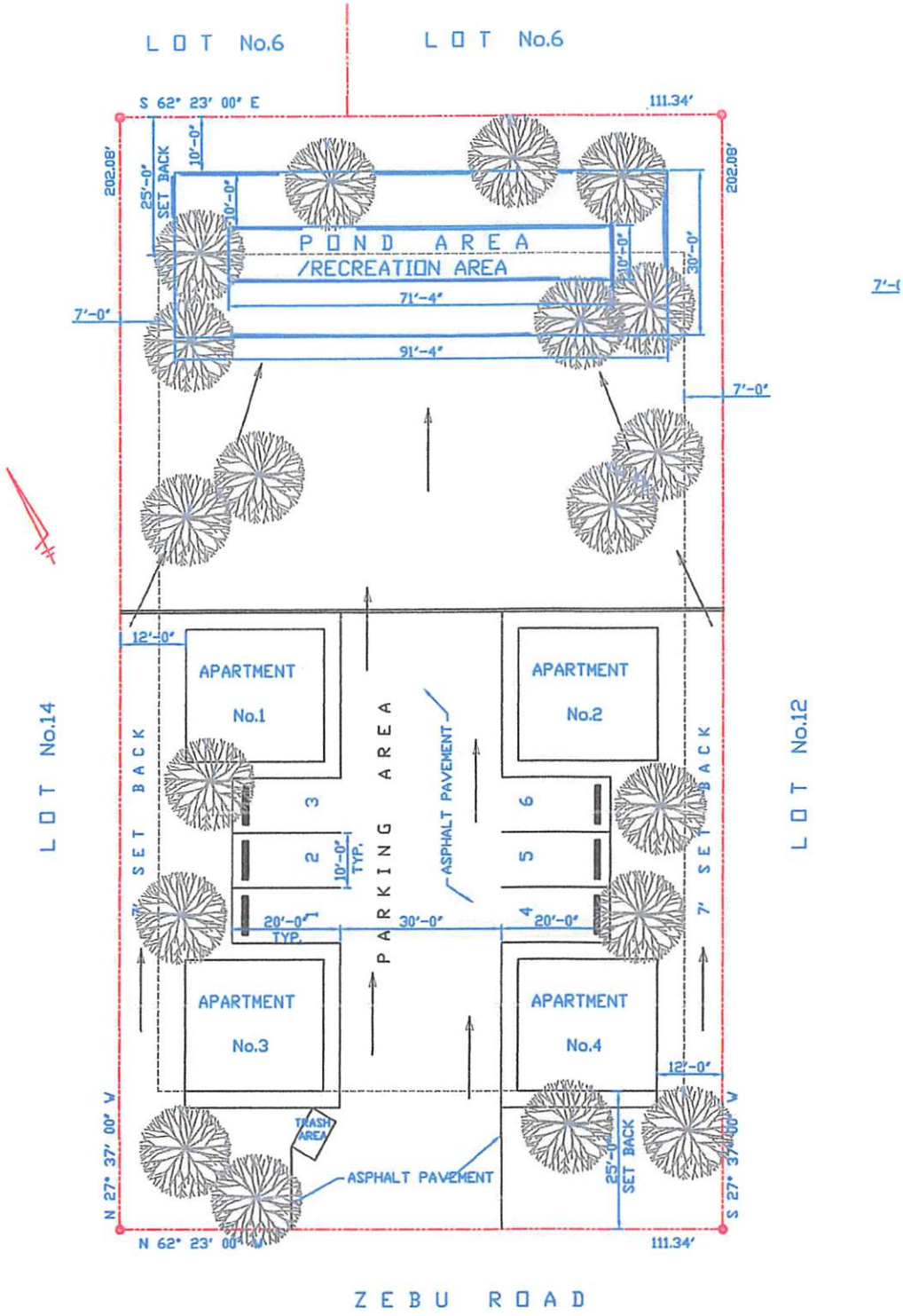
N
W E
S

0 90 180 360 Feet

531 ZEBU

CITY OF SOCORRO
PLANNING & ZONING
860 N. RIO VISTA
SOCORRO, TX.79927

Date: 9/20/2016



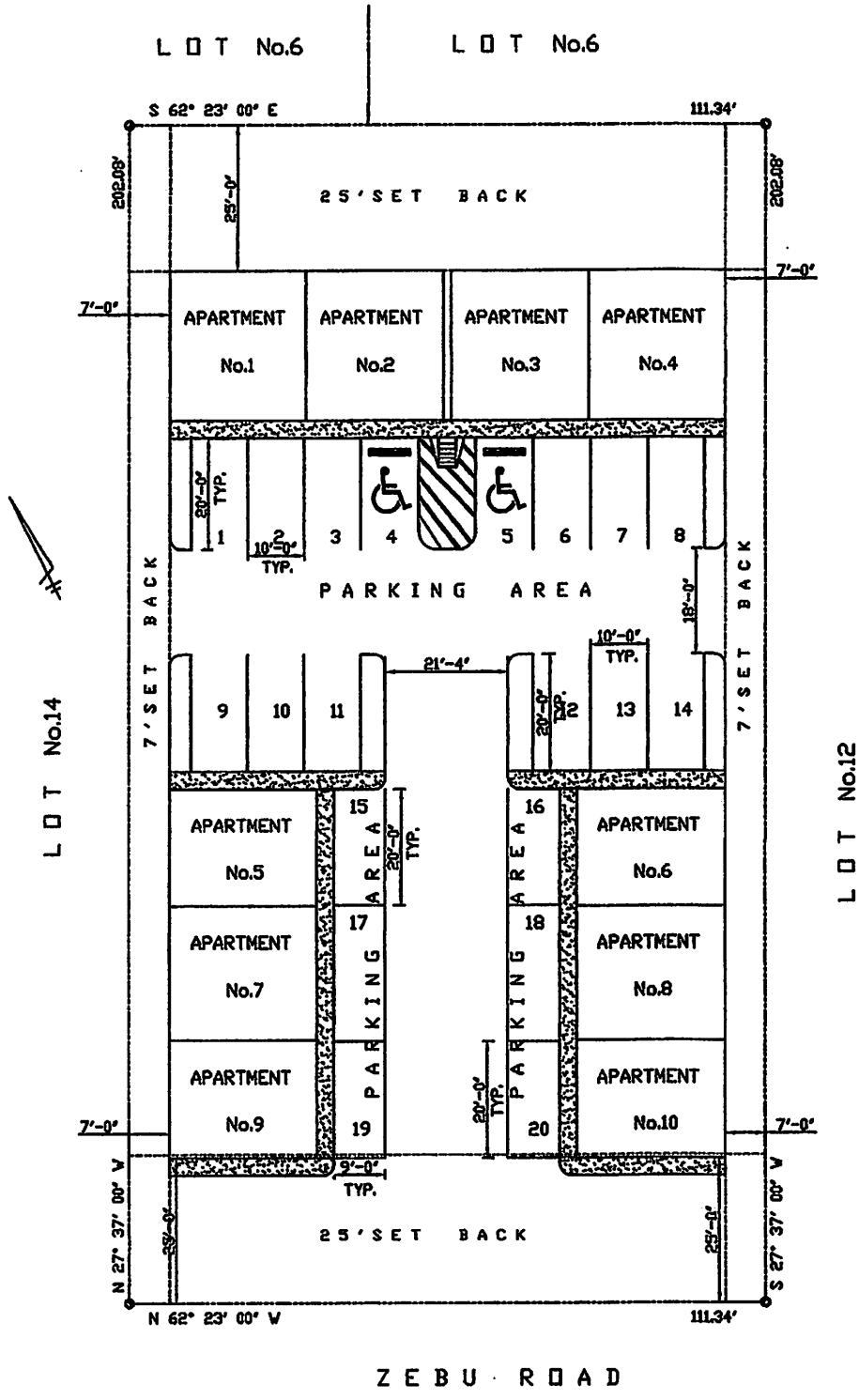
PLOT PLAN

SCALE: 1" = 30'

LEGAL DESCRIPTION:

BEING ALL LOT 13, BLOCK 11,
SOCORRO MISSION
CITY OF SOCORRO, EL PASO, COUNTY TEXAS.

22500.00 S.F. O .5165 Acres

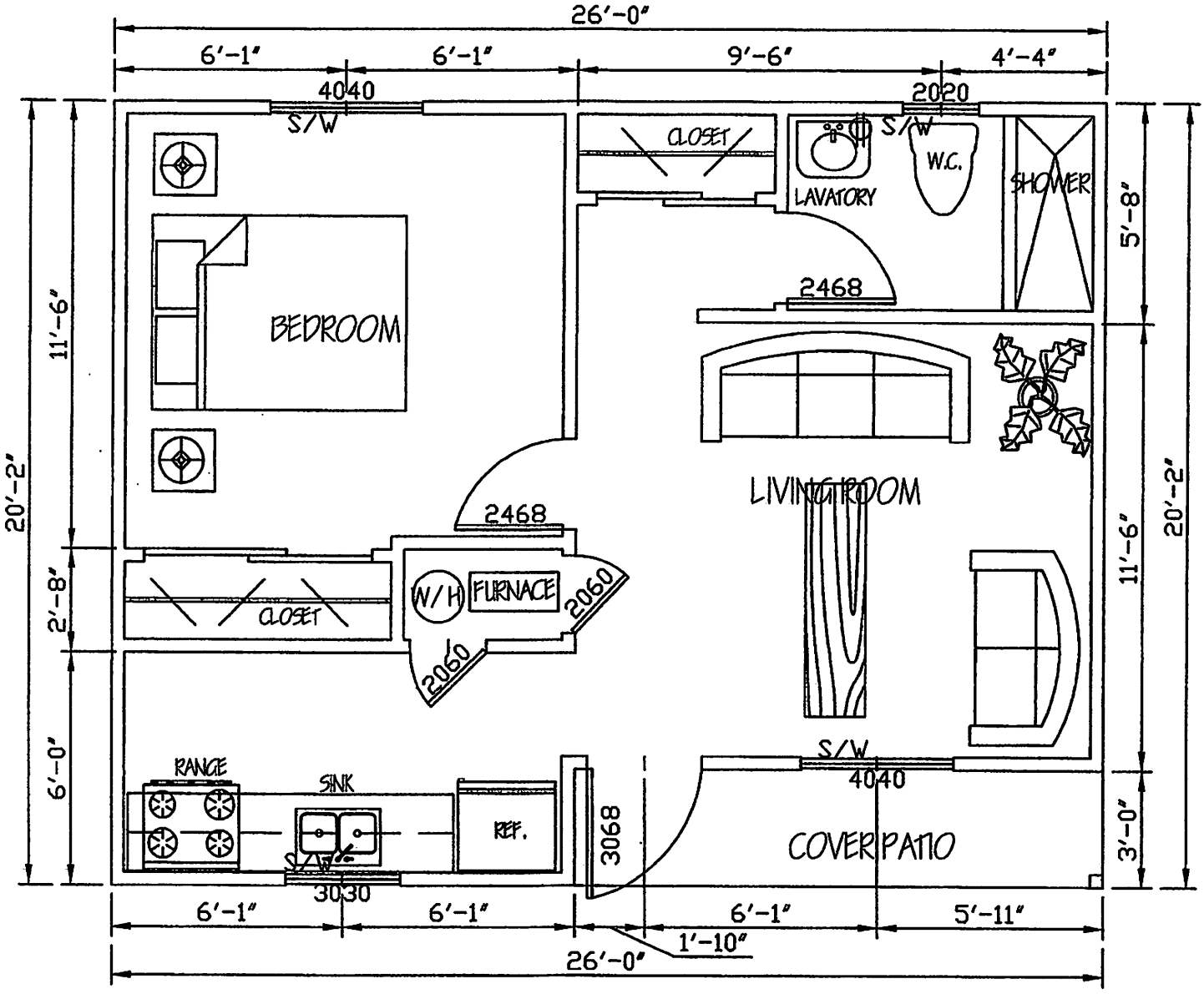


SITE PLAN

SCALE: 1" = 30'

LEGAL DESCRIPTION:

BEING ALL LOT 13, BLOCK 11,
SOCORRO MISSION
CITY OF SOCORRO, EL PASO, COUNTY TEXAS.



FLOOR PLAN

SCALE: 1/4"

1 BEDROOM 20'-2" x 26'-0" = 524.33' S.F.

PLANNING AND ZONING DEPARTMENT
REQUEST TO AMEND ZONING MAP AND/OR CITY OF SOCORRO MASTER PLAN

1. Name: Amalia Garcia

   Address: 511 Zebu Rd. Phone: 915-860-0477

   Representative: _____

   Address: _____ Phone: _____

   Email Address: ama.gar64@yahoo.com

2. Property Location: 531 Zebu Rd.

   Legal Description: Socorro Mission #1 lot. 13 Block 11

   If legal description is not available, a metes and bounds description will be required.

22,500	R1	Residential
Area (Sq. ft. or Acreage)	Current Zoning	Current Land Use

R-3	Apartments
Proposed Zoning	Proposed Land Use

3. All owners of record must sign document.

Amalia Garcia

Note: Each item on this form must be completed and all supporting documentation must be submitted before this request can be scheduled for a public hearing.

Amalia Garcia — Representative/Owner

6-29-16 — Date

ALL FEES ARE NON-REFUNDABLE

ITEM 15

Tax Office

DATE: May 25, 2016

TO:

FROM: Maria O. Pasillas, RTA
Tax Assessor/Collector
El Paso Consolidated Tax Office

TOPIC: Revised Interlocal Contract for Tax Collections

On August 13, 2013, an updated interlocal contract for tax collections was sent to all the taxing entities. One of the taxing entities did not approve the recommended contract. Therefore, the Consolidated Tax Office staff, the City of El Paso and County of El Paso Attorney's Office, the County Tax Assessor Collector, and the Tax Advisory Committee have reviewed the contract once more and additional minor updates were made. The specific updates that have been recommended, and that you may review in the attached Updated Contract, are:

1) Tax Advisory Committee (Page 4): The 1983 contract called for a Tax Advisory Committee to be composed of volunteer citizen members who were appointed by the participating entities to provide counsel and oversight to the Consolidated Tax Office. An additional seat has been added for a member to be appointed by the Socorro Independent School District.

2) County Reimbursement (page 6) - The City will reimburse the County for personnel and other costs incurred by the County in accepting and collecting property tax payments a flat rate of $4.00 per parcel for each property tax payment the County processes. This fee will be added to the City Tax Office budget.

This letter is to make you aware of these proposed updates to the contract, and to ask that you formally adopt, sign, and return to me the attached "Amended and Restated Contract for Consolidated Tax Collection". This contract will be presented for City Council approval upon receipt of all 38 contracts.

Maria O. Pasillas, RTA – Tax Assessor/Collector
Wells Fargo Plaza | 221 N Kansas, Suite 300 | El Paso, Texas 79901 | (915) 212-0106

If I may be of any assistance during this process, please contact me.

It is my pleasure to work with you and serve you.

Respectfully,

Maria O. Pasillas, RTA
Tax Assessor/Collector
El Paso Consolidated Tax Office
915-212-1737
pasillasmo@elpasotexas.gov

THE STATE OF TEXAS	}	**AMENDED AND RESTATED**
	}	**CONTRACT**
COUNTY OF EL PASO	}	**FOR CONSOLIDATED TAX COLLECTION**

This Amended and Restated Contract for Consolidated Tax Collection ("Amended and Restated Contract") made by and between the CITY OF EL PASO, TEXAS, hereinafter referred to as "City," and COUNTY OF EL PASO; EL PASO INDEPENDENT SCHOOL DISTRICT; YSLETA INDEPENDENT SCHOOL DISTRICT; EL PASO COUNTY COMMUNITY COLLEGE DISTRICT; UNIVERSITY MEDICAL CENTER; CITY OF SOCORRO; SOCORRO INDEPENDENT SCHOOL DISTRICT; CLINT INDEPENDENT SCHOOL DISTRICT; FABENS INDEPENDENT SCHOOL DISTRICT; TOWN OF CLINT; HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT; EL PASO COUNTY EMERGENCY SERVICES DISTRICT NO. 1; ANTHONY INDEPENDENT SCHOOL DISTRICT; TOWN OF ANTHONY; CANUTILLO INDEPENDENT SCHOOL DISTRICT; SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT; TORNILLO INDEPENDENT SCHOOL DISTRICT; HACIENDA DEL NORTE WATER DISTRICT; LOWER VALLEY WATER DISTRICT; EL PASO COUNTY EMERGENCY SERVICES DISTRICT NO. 2; EL PASO COUNTY TORNILLO WATER IMPROVEMENT DISTRICT; CITY OF HORIZON; EL PASO DOWNTOWN MANAGEMENT DISTRICT; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 10; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 1; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 3; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 11; VILLAGE OF VINTON; EL PASO COUNTY WATER CONTROL & IMPROVEMENT (FABENS) DISTRICT #4; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 2; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 5; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 6; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 7; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 8; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 9; MONTECILLO MUNICIPAL MANAGEMENT DISTRICT #1; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT #4; AND CITY OF SAN ELIZARIO or some of them and others who may join, hereinafter referred to "Entity," or collectively as "Entities".

WHEREAS, the Legislature of the State of Texas has enacted certain legislation empowering political subdivisions of the state to enter into contracts for the consolidated effort of assessing and collecting property taxes; and

WHEREAS, such consolidated effort in the assessment and collection of taxes is beneficial to both the City and the Entities, as well as to the general public; and

WHEREAS, the City and the Entities have entered into a contract for the City's collection of property taxes on behalf of each Entity ("Prior Contract") prior to the date of this Amended and Restated Contract; and

WHEREAS, the City and Entities desire to amend the Prior Contract to amend certain terms and conditions of such consolidated tax collection.

WITNESSETH:

NOW, THEREFORE, it is mutually agreed as follows:

1) SCOPE OF SERVICES. The parties agree that the City will, pursuant to the Property Tax Code, act as Assessor Collector for each Entity and determine the total assessed value and taxable value of the property taxable by the Entity, except that the County Tax Assessor Collector will continue to perform the assessing functions for the County. The parties further agree that the City will collect all taxes for the Entities on all properties within their boundaries. It is agreed that the City Tax Assessor Collector has authority to make refunds for the Entities as appropriate under Section 31.11 and Section 42.43 of the Texas Property Tax Code provided that all refunds in excess of $2,500 must have the approval of City Council and that each Entity will be notified of any refund for the Entity.

2) SERVICE COSTS. For the services set forth above, participating entities agree that they will pay to the City a Cost-Per- Parcel share of the City Tax Office's budget that is dedicated to

provide property tax collection services to the participating Entities. The City Tax Office budget will be determined and approved by the governing body of the City of El Paso. The Cost- Per-Parcel of each Entity will be calculated annually by dividing the City Tax Office budget for property tax collections by the total number of property tax accounts of the participating Entities as determined by the El Paso Central Appraisal District. Each participating Entity will be responsible for paying each year the Cost-Per-Parcel multiplied by the total number of parcels of that participating Entity.

On or before April 20 of each year during which this Amended and Restated Contract is effective, the City will submit to each participating Entity a preliminary estimate of the Costs-Per-Parcel for the services for the following budget year. The parties agree that the consolidated effort is to their mutual benefit and to the benefit of their respective taxpayers, and also agree that the calculation of payments set forth above provides for reasonable and adequate consideration for services performed under this Amended and Restated Contract. The parties further recognize that the County Tax Assessor Collector has certain constitutional duties and functions which cannot be abrogated by contract to the City. In return for performing those necessary functions, the City agrees during the County's participation in the consolidated tax effort to reimburse to the County on a monthly basis, within 30 days after being invoiced by the County, the indirect costs and personnel costs incurred by the County Tax Assessor Collector in performance of those constitutional duties and functions. The City's costs covered by the payments set forth above shall include, but shall not be limited to, such costs as salaries, normal travel expenditures for tax purposes, education, licenses or other fees required by the State of Texas, appropriate supplies and other items necessary for the appropriate and efficient performance of the City's duties herein.

In addition to payments set forth above, each Entity expressly agrees:

(a) To pay the cost of reprocessing and mailing tax notices if the Entity incurs a rollback or other modification of its tax rate; and

(b) To pay such actual costs as may be incurred by City in preparation and mailing of separate tax statements if City shall determine that such separate tax statements are necessary because Entity has failed to adopt its tax rate by September 30 of the tax year in question and thereby caused an unreasonable delay in the preparation of consolidated tax statements; and

(c) That City shall retain any and all revenues received for the preparation and issuance of tax certificates.

The Entities, (except the County), agree to pay their respective Cost-Per-Parcel on an annual basis, within 30 days of receipt of invoice from the City. The County agrees to pay its respective share of the service costs on a monthly basis, within 30 days of receipt of invoice from the City. Such invoices shall not exceed the costs established in this Section 2.

3) ADVISORY COMMITTEE. An Advisory Committee ("Committee") of non-elected officials formed by contract dated August 28, 1984 as amended shall continue to review all costs and make recommendations for an annual budget and monitor the general performance of the tax collection process. An annual notice of the meeting of the Committee shall be sent by the City to all participating Entities by March 1 of each year.

The Committee is to be composed of nine (9) members: one (1) member appointed by the Mayor of the City, one (1) member appointed by the County Judge, one (1) member appointed by City Council, one (1) member appointed by County Commissioners Court, one (1) member

appointed by the El Paso Independent School District, one (1) member appointed by Ysleta Independent School District, one (1) member appointed by the Socorro Independent School District, and two (2) members appointed jointly by the other Entities which are a party to this agreement. In addition, the City Tax Collector and the County Tax Assessor Collector shall serve as ex-officio members of this Committee without power to vote and shall not be counted for purposes of determining a quorum. The members shall serve four-year staggered terms, and may be reappointed. The representatives of Ysleta ISD, El Paso ISD, Socorro Independent School District, the County Judge and the Mayor shall serve on one staggered four-year cycle and the other representatives shall serve on the alternate cycle. The Committee shall elect its chairperson, meet regularly, and submit reports and recommendations to the City and the Entities. This Committee shall be advisory only, and nothing herein shall be construed to result in delegation of any decision making authority to the Committee by any of the parties. In the event any Entity specifically referenced in this paragraph shall decline to join or shall terminate while the consolidated effort continues, its appointment shall lapse. In the event an Entity not specifically referenced in this paragraph shall decline to join or terminate while the consolidated effort continues, any appointment by such Entity shall resign and a successor shall be appointed by the remaining Entities not specifically referenced in this paragraph.

4) REPORTS. The City shall provide to the Entities computer reports as provided in Attachment "A."

5) TAX NOTICES AND STATEMENTS. Tax notices and statements will be mailed in a form complying with requirements of the laws of the State of Texas, on all property accounts of the Entities by the City in an accurate and timely manner, and no later than October 15 of each year, or as provided by law. Each Entity shall submit its tax rate to the City no later than September 15 or

shortly thereafter of each year; provided that if required by law, the City or County has officially calculated the Entity's effective tax rate at least 15 days prior to that date (Independent School Districts will calculate their own effective tax rates as required by law). If an Entity's tax rate has not been set by the Entity by-October 1, the Entity shall advise the City whether the mailing of statements or notices shall be delayed. If there is a delay in the mailing of the statements or notices occasioned by the conduct of any Entity, the Entity shall pay the actual cost incurred resulting from the delay, including the cost, if any, of mailing separate statements. Any delay desired by the City in mailing its own property account notices shall not be cause to delay the requirement for mailing the Entities' notices by October 15 without written permission from the Entity. Any delay in the time schedule set forth above occasioned by the Central Appraisal District shall extend each respective date by an equivalent length of time.

6) To the extent financially feasible the City shall use the most advanced and efficient methods available for the collection of taxes during the term of this contract. The procedures will be submitted to the Committee for review and recommendations. During participation by the County such procedures shall include a provision for acceptance of payments at the County Tax office and substations. Any documented shortages and/or overages in such payments to the County Tax Office will be audited and made whole by the County Tax Office. Any documented shortages and/or overages in such payments to the City Tax Office will likewise be audited and made whole by the City Tax Office. Further, regardless of where payments are received, no Tax Certificates shall be issued, except by the City Tax Office.

The County will invoice the City and the City will reimburse the County for personnel and other costs incurred by the County in accepting and collecting property tax payments a flat rate of $4.00 per parcel for each property tax payment the County processes. County will not include

any additional expenses other than the $4.00 per parcel flat rate in the invoices submitted to the City, unless City has previously agreed to cover the additional expense. Upon agreement of both parties, County and City may revisit and reevaluate this reimbursement plan. Any new reimbursement plan will be adopted only with the approval of both the City and County Tax Assessor Collectors.

7) DISTRIBUTION OF FUNDS. Funds will be accounted for and distributed weekly to the Entities, except during the peak period of December 15 thru January 31, during which time funds collected will be distributed no less than Monday, Wednesday and Friday of each week. The Entities will be responsible for making special arrangements whenever their normal working hours would not allow such a schedule. The funds to be accounted for will be designated as funds out of the current year of collection or for delinquent collection.

8) COLLECTION OF DELINQUENT TAXES. The City shall collect delinquent taxes for the Entities and agrees to collect all penalties, interest, and attorney's fees authorized under Texas law and all interest, penalties, and fees collected shall be forwarded to the Entities on a timely basis by electronic means or otherwise. The procedure for the collection of delinquent taxes shall be reviewed by the Committee. The City reserves the right to contract, as provided under Section 6.30 of the Texas Property Tax Code, with an attorney to collect taxes for any Entity having complied with Section 33.07 of the Texas Property Tax Code.

9) INDEMNITY. Each Entity agrees, to the extent allowed by law, to indemnify and hold harmless the City for any and all claims, liabilities, and expenses incurred as a result of that respective Entity's breach or nonperformance of this contract and its obligations or for the negligence of any officer, agent or employee of that respective Entity. The City agrees, to the extent allowed by law, to indemnify or hold harmless the Entities for any and all claims, liabilities,

and expenses incurred as a result of City's breach or nonperformance of this contract and its obligations or for the negligence of any officer, agent, or employee of the City. In the event any such liability occurs, all parties agree to comply with Constitutional and Statutory requirements for the satisfaction of debts.

10) EFFECTIVE DATE. The parties agree that the commitment of each Entity one to the other is consideration for the promise to participate of each Entity to amend the 1986 contract as set forth in this Amended and Restated Agreement. The terms of the Amended and Restated Contract will become effective as to all signatories at such time as it is signed by the City following the execution of the Entities (the "Restated Effective Date").

11) RENEWAL AND TERMINATION. This contract shall be in effect for one year following the Restated Effective Date until August 31 of the first following calendar year, and shall be automatically renewed thereafter on a year to year basis and remain in effect until terminated by mutual consent of the parties or by effective written notice of any party. Notice of termination by any Entity received by the City on or before May 10 shall constitute effective notice of termination as to such Entity only, as of the following August 31. Notice of termination by the City received by one or more Entities before May 31 shall constitute effective notice as to such Entity or Entities only as of the following August 31. The parties agree to cooperate in the process of providing or allowing access to all necessary records, data, or other information necessary for the Entities to continue the collection of taxes in another manner. The Entities shall reimburse the City for any additional costs incurred by the City in providing them with this information.

12) NOTICE. Notice to parties under this contract shall be sent by certified mail, return receipt requested, to those persons identified in Attachment "B" attached hereto and incorporated

herein for all purposes and to such persons as may be identified for purposes of notice by Entities which have joined in the agreement by counterpart and may not be represented in Attachment "B."

13) SEVERABILITY. If any part of this agreement is held to be illegal, such part shall be deemed severable and the remaining parts shall nevertheless be binding.

14) ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the parties and any prior understandings, written or oral agreements between them are merged into this agreement.

15) INSPECTION OF RECORDS. The City shall supply to all Entities a copy of the independent annual audit of the City Tax Collector. The fiscal records of the City made and kept pursuant to this agreement are available for inspection by the Entities at times mutually convenient to the City and an Entity. Any cost of such inspection shall be borne by the Entity.

16) EXECUTION. This agreement may be executed jointly or in counterpart and the authorized signature upon a counterpart of any Entity whether or not named above creates the same binding commitment between the parties as if the Entity had jointly executed this document if the counterpart is duly executed by the City.

[Signature Page to follow]

WITNESS our hands this _____ day of _____, 201_.

CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

_____
Sol M. Cortez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Maria O. Pasillas
City Tax Assessor Collector

ATTEST:

By:_____

ENTITY:_____

By:_____
Presiding Officer

ATTACHMENT A

THE FOLLOWING REPORTS WILL BE AVAILABLE ON A DAILY BASIS:

1. DISTRIBUTION REPORTS:
   Based on each taxing entity's pro-rata share of the taxes due, a distribution of the entity's taxes collected will be produced. A detailed listing of each payment and descriptive information about the parcel and the taxes paid can also be generated upon request.

THE FOLLOWING REPORTS WILL BE AVAILABLE ON A MONTHLY BASIS:

1. ACCOUNTS RECEIVABLE SUMMARY REPORT: The A/R Summary Report summarizes all of the tax collection activity for a particular period.

2. AUDITOR'S TRANSACTION SUMMARY: The Auditor's Transaction Summary lists the types of transactions processed in the tax collection system with the total number of transactions and total amount of money for each taxing entity.

3. LEVY CHANGES REPORT: All transactions listed in the tax collection system that cause an increase or decrease in the amount of the original levy are detailed in this report.

4. DAILY DEPOSIT RECAP REPORT: This report covers batches which have distribution dates within a selected period.

5. TOTALS BY TAX YEAR BY ENTITY REPORT: This report prints a summary of balance of accounts by year as of the date the report is run.

6. LEGAL TRANSACTIONS BY ENTITY: This report provides information on how much is owed to individual entities and the amounts owed on accounts with legal codes.

THE FOLLOWING REPORTS ARE OPTIONAL AND AVAILABLE UPON REQUEST:

1. ACCOUNTS RECEIVABLE REGISTER: The Accounts Receivable Register lists all accounts in the tax collection system. This report is generated on a quarterly basis.

REPORTS AVAILABLE UPON REQUEST (Continued):

2. TAX ROLL: A tax roll which lists the property for each taxing entity including calculations of taxes calculated and exemptions are deducted to determine the taxes due will be made available to each taxing entity.

   A taxing entity summary showing assessment data, tax date and exemption data can be generated upon request.

3. DELINQUENT TAX ROLL: The Delinquent Tax Roll lists all accounts that have become delinquent.

4. LEGAL EXCEPTION REPORT: If an account has a repayment agreement for delinquent monies, it is subject to review on a periodic basis. This report lists any account that does not show the appropriate payment has been made as per the agreement.

ATTACHMENT B
TAXING ENTITY OFFICIALS

Tomas Gonzalez
City Manager
City of El Paso
P.O. Box 1890
El Paso, Texas 79950-1890
(915) 221-0023

Veronica Escobar
County Judge
County of El Paso
500 E. Overland
El Paso, Texas 79901
(915) 546-2047

Dr. William Serrata
President
El Paso County Community College District
P.O. Box 20500
El Paso, Texas 79998
(915) 775-6044

Juan E. Cabrera
Superintendent
El Paso Independent School District
P.O. Box 20100
El Paso, Texas 79998-0100
(915) 779-3781

Benny Davis
President
Horizon Regional Municipal Utility District
14100 Horizon Boulevard
El Paso, Texas 79928
(915) 852-3917

Marvin McLellan
President
El Paso County Emergency Services District #1
14151 Nunda Ave.
El Paso, Texas 79927
(915) 852-3204

Dr. Steven Saldivar
Superintendent
Anthony Independent School District
840 6th Street
Anthony, Texas 79821
(915) 886-6500, ext. 6501

Mario Aguirre
President
El Paso Water Control & Improvement
District #4 (Fabens)
P.O. Box 3880
Fabens, Texas 79838-3880
(915) 764-2212

Bill Adler
President
El Paso County Emergency Services District #2
P.O. Box 683
Clint, Texas 79836
(915) 851-0304

Dr. Jose Espinoza
Superintendent
Socorro Independent School District
12440 Rojas Drive
El Paso, Texas 79928
(915) 937-0013

Eldefonso "Poncho" Garcia
Superintendent
Fabens Independent School District
P.O. Box 697
Fabens, Texas 79838
(915) 764-2025

Luis Ortega
President
Paseo del Este MUD No. 10
c/o Ty Embry
816 Congress Avenue, Suite 1900
Austin, Texas 78701

Joseph S. McCandless
President
Hacienda Del Norte Water District
13931 Sagebrush RR3
El Paso, Texas 79936
(915) 526-0141

Steve Degroat
Board Chair
El Paso County Hospital District
University Medical Center of El Paso
4815 Alameda
El Paso, Texas 79905
(915) 544-1200

Sylvia Hopp
Superintendent
San Elizario Independent School District
P.O. Box 920
San Elizario, Texas 79848
(915) 872-3939

Charles Gonzalez
Mayor
Town of Clint
P.O. Box 350
Clint, Texas 79836
(915) 851-3146

Dr. Javier De La Torre
Superintendent
Ysleta Independent School District
9600 Sims Dr.
El Paso, Texas 79925-7295
(915) 434-0000

Martin Lerma
Mayor
Town of Anthony
P.O. Box 1269
Anthony, Texas 79821
(915) 886-3944

Jamie Gallagher
President
El Paso Downtown Management District
201 E. Main Street, Suite 107
El Paso, Texas 79901
(915) 400-2294

Juan Martinez
Superintendent
Clint Independent School District
14521 Horizon Blvd.
El Paso, Texas 79928
(915) 926-4001
(915) 926-4000

Ruben Mendoza
Mayor
City of Horizon
14999 Darrington Road
El Paso, Texas 79927
(915) 852-1046

Dr. Pedro Galaviz
Superintendent
Canutillo Independent School District
P.O. Box 100
Canutillo, Texas 79835
(915) 877-3726

Jose Luis Soria
President
El Paso County Tornillo Water Improvement District
P.O. Box 136
Tornillo, Texas 79853
(915) 764-2966

Peter Sellers
President
Paseo del Este MUD No. 11
c/o Ty Embry
816 Congress Avenue, Suite 1900
Austin, Texas 78701
(512) 322-5829

Jesus Ruiz
Mayor
City of Socorro
124 S. Horizon Blvd.
Socorro, Texas 79927
(915) 858-2915

Madeleine Praino
Mayor
Village of Vinton
436 East Vinton Road
Vinton, Texas 79821
(915) 886-5104

Mike McLean
President
Paseo del Este MUD No. 5
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Dr. Jeannie Meza-Chavez
Superintendent
Tornillo Independent School District
P.O. Box 170
Tornillo, Texas 79853
(915) 764-2820

Rosalinda Vijil
President
Lower Valley Water District
P.O. Box 909
Clint, Texas 79836
(915) 791-4480

Doug Borret
President
Paseo del Este MUD No. 2
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Lorraine Huit
President
Paseo del Este MUD No. 6
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Tom Hansen
President
Paseo del Este MUD No. 7
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Manuel A. Quinones
President
Paseo del Este MUD No. 8
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Ken Weaver
President
Paseo del Este MUD No. 3
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Jack Holford
President
Paseo del Este MUD No. 1
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Maya Sanchez
Mayor
City of San Elizario
P.O. Box 1723
San Elizario, Texas 79849
(915) 252-6599

Elizabeth Bustamante
President
Paseo del Este MUD No. 9
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Lori Jackson
President
Paseo del Este MUD No. 4
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Mrs. K.C. Griffin
President
Montecillo Municipal Management District #1
8201 Lockheed #100
El Paso, Texas 79925
(915) 772-5170

ITEM 16

RESOLUTION NO. 506

IN RECOGNITION OF MUNICIPAL COURT WEEK
November 7-11, 2016
A RESOLUTION RECOGNIZING THE IMPORTANCE OF MUNICIPAL COURTS, THE RULE OF LAW, AND THE FAIR AND IMPARTIAL ADMINISTRATION OF JUSTICE

WHEREAS, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas;

WHEREAS, more people come in contact with municipal courts than all other Texas courts combined and public impression of the Texas judicial system is largely dependent upon the public's experience in municipal court;

WHEREAS, the City of Socorro hosts the Socorro Municipal Court since 1990;

WHEREAS, state law authorizes a municipality to either appoint or elect a municipal judge for a term of office, the Socorro Municipal Court is a state court and its judges are members of the state judiciary;

WHEREAS, the procedures for the Socorro Municipal Court operations are set forth in the Texas Code of Criminal Procedure and other laws of the State of Texas;

WHEREAS, the City of Socorro is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary;

WHEREAS, the Socorro Municipal Judge is not a policy maker for the City of Socorro but is bound by the law and the Canons of Judicial Conduct and is required to make decisions independent of the governing body of the City Council, city officials, and employees;

WHEREAS, the City Council recognizes that the Constitution and laws of the State of Texas contain procedural safeguards in criminal cases for all defendants, including indigent defendants, and supports the Socorro Municipal Court in complying with such legal requirements.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOCORRO, TEXAS THAT THE WEEK OF NOVEMBER 7 – 11, 2016 IS HEREBY RECOGNIZED AS MUNICIPAL COURT WEEK IN RECOGNITION OF THE FAIR AND IMPARTIAL JUSTICE OFFERED TO OUR CITIZENS BY THE MUNICIPAL COURT OF SOCORRO.

PASSED AND APPROVED ON THIS THE 20th DAY OF October, 2016.

_____
Jesus Ruiz, MAYOR

ATTEST:

_____
Olivia Navarro, CITY SECRETARY

ITEM 17

DATE: August 4, 2016

TO: MAYOR AND CITY COUNCIL

FROM: CHIEF CARLOS MALDONADO

SUBJECT: DISCUSSION AND ACTION TO ALLOW KARINA RIVERA FROM CONGRESSMAN HURD'S OFFICE TO PRESENT THE SOCORRO POLICE DEPARTMENT WITH AN AWARD LETTER WHICH WAS READ ON THE CONGRESS FLOOR BY CONGRESSMAN HURD, RECOGNIZING THE DEPARTMENT FOR BEING IN THE 50 SAFEST CITIES 3 YEARS IN A ROW, AND RECOGNIZING CHIEF MALDONADO FOR HIS LEADERSHIP SKILLS THAT HE HAS BROUGHT TO THE CITY.

SUMMARY

See attached letter.

BACKGROUND

City of Socorro Police Department was recognized by Congressman Will Hurd on the 7th day of September, 2016 on the Congressional floor.

STATEMENT OF THE ISSUE

Recognition for the Socorro Police Department and Chief Carlos Maldonado

FINANCIAL IMPACT

None

ALTERNATIVE

N/A

STAFF RECOMMENDATION

It is recommended to approve the reading of the letter of recognition.

REQUIRED AUTHORIZATION

1. **City Manager** _____ **Date** _____
2. **CFO** _____ **Date** _____
3. **Attorney** _____ **Date** _____

WILL HURD
23rd District, Texas

COMMITTEE ON
HOMELAND SECURITY
Vice Chairman, Subcommittee on
Border and Maritime Security
Subcommittee on
Counterterrorism and Intelligence

COMMITTEE ON OVERSIGHT
AND GOVERNMENT REFORM
Chairman, Subcommittee on
Information Technology
Subcommittee on National Security

Congress of the United States
House of Representatives
Washington, DC 20515–4323

317 Cannon House Office Building
Washington, DC 20515
(202) 225-4511

17721 Toepperwein Ranch Parkway
Suite 120
San Antonio, TX 78258
(210) 821-3130

Texas A&M San Antonio Patriots' Casa
One University Way, Suite 212E & 212F
San Antonio, TX 78224
(210) 764-6023

1104 West 10th
Del Rio, TX 78840
(830) 422-3040

100 Monroe Streets
Eagle Pass, TX 78852
(210) 228-4296

124 South Horizon
Socorro, TX 79927
(915) 239-6421

September 7, 2016

Mr. Carlos Maldonado
Chief of Police
Socorro Police Department
800 N Rio Vista Rd
El Paso, TX 79927

Dear Chief Maldonado,

I want to express my sincere gratitude for your selfless and dedicated service to the City of Socorro Police Department. Your thorough knowledge of community-focused law enforcement is evident to all those around you. I am encouraged by hard working, determined leaders like you who serve communities within the 23rd Congressional District of Texas with passion and integrity. As always, if there's any way my office can help, please don't hesitate to contact us at (202) 225-4511.

Sincerely,

Will Hurd

WILL HURD
Member of Congress

IN RECOGNITION OF THE 150TH ANNIVERSARY OF THE BOROUGH OF SHENANDOAH

HON. MATT CARTWRIGHT

OF PENNSYLVANIA

IN THE HOUSE OF REPRESENTATIVES

Wednesday, September 7, 2016

Mr. CARTWRIGHT. Mr. Speaker, I rise today to honor the Borough of Shenandoah, which celebrated its 150th anniversary on August 27, 2016. Shenandoah is located in Schuylkill County, Pennsylvania.

The area that became Shenandoah was first settled in 1835 by Peter Kehley, who developed the land for farming. The settlement was maintained for two decades. After anthracite coal was discovered, the land was sold to the Philadelphia Land Company. Planning for the town began under Peter Schaeffer in 1862.

Shenandoah was officially incorporated on January 16, 1866. Situated in the Middle Western Coal Field, the area around Shenandoah contained rich deposits of anthracite. As mining got under way, the borough's population grew in response to the increased demand for labor. Shenandoah became a hub for business, attracting depots for three major railroad companies to ship coal to New York and Philadelphia. Immigrants came first from Wales, Ireland, and Germany. Later, immigrants from Lithuania, Poland, Ukraine and Slovakia arrived. With each new wave of immigrants, parochial schools and places of worship arose unique to their own ethnic group. By the 1920s, Shenandoah had developed a garment industry with 15 large factories at the peak of clothing production.

Today, Shenandoah is experiencing a revitalization. People are moving into the region, some in retirement and many to raise their families. Houses are being restored, businesses are being opened. Shenandoah is now home to popular brands such as Mrs. T's Pierogies, Lee's Oriental Foods, Kowalonek's Kielbasy Shop, Lucky's, and Capitol's Kielbasy.

It is an honor to recognize Shenandoah on its sesquicentennial. I am proud to represent a community so rich in history. May the people of Shenandoah be proud of their past and look forward to a bright future as they celebrate the city's 150th anniversary.

CONGRATULATIONS TO THE SOCORRO POLICE DEPARTMENT

HON. WILL HURD

OF TEXAS

IN THE HOUSE OF REPRESENTATIVES

Wednesday, September 7, 2016

Mr. HURD of Texas. Mr. Speaker, I rise today to congratulate the Police Department of the City of Socorro for their selfless and dedicated service to the City of Socorro. The extraordinary efforts of the 28 uniformed officers and their civilian counterparts have helped ensure that Socorro remains a safe city for residents and businesses and for the third time in three years, led to Socorro being named one of the 50 safest cities in the State of Texas. I am proud to represent a community as closely-knit and dedicated to service and safety as Socorro, TX.

I would also like to acknowledge the extraordinary leadership of Police Chief Carlos R. Maldonado, who has used his leadership skills and intimate knowledge of community-focused law enforcement to keep Socorro safe. Chief Maldonado's work in bringing a new training facility to Socorro, his role in ensuring upper-level training for his officers, and his influence in bringing a canine unit to Socorro have benefited the City tremendously. On behalf of the 23rd Congressional District of Texas, congratulations to the entire Socorro Police Department for their excellent work.

IN RECOGNITION OF CWO4 CHAD ADAMS

HON. MICHAEL C. BURGESS

OF TEXAS

IN THE HOUSE OF REPRESENTATIVES

Wednesday, September 7, 2016

Mr. BURGESS. Mr. Speaker, I rise today to honor Chief Warrant Officer Chad Adams upon his retirement from 28 years of honorable service to the United States Army, the Kentucky National Guard, the United States Coast Guard, and this great nation.

Adams currently serves as the Coast Guard Food Service Program Manager within the Office of Work-Life, Health, Safety, and Work-Life Directorate at Coast Guard Headquarters (Commandant CG–1111). In this capacity, he is responsible for providing strategic policy and support to the entire $175M Food Service enterprise, consisting of 1,200 Food Service Specialist (FS) members and over 370 Coast Guard Dining Facilities worldwide. The Food Service Program office is the central authority responsible for the overall technical and administrative management policy, planning, and subsistence requirements to ensure service-wide mission success.

Upon graduation from Shelby County High School in May 1988, Chief Warrant Officer Adams served with the U.S. Army in the 82nd Airborne Division during Operations Just Cause (Panama) and Desert Shield/Storm as a paratrooper in the Infantry. After being released from the Army, and later the Kentucky National Guard, he enlisted into the Coast Guard in March 1994 and graduated boot camp as the basic training honor graduate for Company E–144. His first assignment was CGC WHITE PINE out of Mobile, AL where he decided to become a Subsistence Specialist (SS) after only six months aboard mess cooking. He graduated SS "A" school as an SS3 in 1995 and was assigned to the CGC MADRONA in Charleston, SC. As the duty cook, he advanced to SS2 and fleeted-up into the Jack of the Dust position, responsible for developing menus and ordering supplies to feed a crew of 50 personnel. He also took over as the Food Service Officer (FSO) when the FS1 was unable to get underway. On his last day aboard the cutter, he advanced to FS1 and reported to isolated duty at LORAN Station St. Paul Island, AK where he served as FSO and was awarded runner-up for galley of the year small ashore for the entire Coast Guard. After one year in isolation, he was selected to become a Company Commander (Drill Instructor) at Cape May, NJ. He trained over 1,500 recruits and advanced to Chief Petty Officer (E–7) during this tour. He also piloted one of the first training sessions with Coast Guard Academy cadets for swab summer in 2001, where he and another Company Commander indoctrinated 100 academy cadets from the Class of 2003. Chief Adams transferred to TRACEN Petaluma, CA in 2002 and took over as Chief of the Watch for FS "A" School, running one of the largest galleys in the Coast Guard. He led a team of three other FSs to re-open the upper galley which had been dormant for over a decade. He was promoted to Chief Warrant Officer in 2005 and transferred to ISC NOLA six weeks before Hurricane Katrina made land fall and flooded his home. In 2006, he graduated from Chief Warrant Officer professional development at the Coast Guard Academy in New London, CT, where he was selected by his peers as the Distinguished Officer of his class. His duties included assisting the Comptroller and Logistics Branch Chief in providing support to all lower 8th Coast Guard District units. He was the D8 IMT Logistics Chief during Hurricanes Gustav and Ike and the 2008 New Orleans oil spill. He was selected to become the FS Assignment Officer in 2010, executing assignments (orders) for hundreds of FSs including the White House, DHS Secretary's Mess, Commandant and Flag Officer Special Command Aides, Instructor, and FSO positions and operational units. In 2012, he was invited to the White House to help cook for the United Kingdom State Dinner and Greek Independence Day Dinner and has assisted the White House chefs for many events since. In July 2014, he was assigned to his current position at CG–1111. In September 2016, he will assume the duties as the new Subsistence Program Manager as a civil service employee.

PERSONAL EXPLANATION

HON. JOE WILSON

OF SOUTH CAROLINA

IN THE HOUSE OF REPRESENTATIVES

Wednesday, September 7, 2016

Mr. WILSON of South Carolina. Mr. Speaker, on Roll Call Number 480, which took place Tuesday, September 6, 2016, I am not recorded because of a scheduling conflict. Had I been present, I would have voted AYE. I stand with my colleagues in the House in support of H.R. 3881, the Cooperative Management of Mineral Rights Act.

HONORING THE WORLD WAR II AND KOREAN WAR VETERANS OF ILLINOIS

HON. MIKE QUIGLEY

OF ILLINOIS

IN THE HOUSE OF REPRESENTATIVES

Wednesday, September 7, 2016

Mr. QUIGLEY. Mr. Speaker, I rise to honor the World War II and Korean War veterans who traveled to Washington, D.C. on August 10, 2016 with Honor Flight Chicago, a program that provides World War II and Korean War veterans the opportunity to visit their memorials on The National Mall in Washington, D.C. These memorials were built to honor their courage and service to their country.

The American Veteran is one of our greatest treasures. The Soldiers, Airmen, Sailors, Marines, and Coast Guardsmen who traveled here on August 10th answered our nation's call to service during one of its greatest times

ITEM 18

October 13, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Adriana Rodarte

SUBJECT: Discussion and action on Interlocal Agreement with City of El Paso Animal Service Department.

SUMMARY

City of El Paso removed the animal services agreement from the inter local agreement of the Health and Environmental Services. Due to the El Paso County Sheriffs taking over the animal control services.
City of El Paso is offering an interlocal agreement with the City of Socorro for animal services in the amount of $ 325,108.00.

STATEMENT OF THE ISSUE

City of El Paso removed the animal services agreement from the inter local agreement of the Health and Environmental Services. Due to the El Paso County Sheriffs taking over the animal control services.
City of El Paso is offering an interlocal agreement with the City of Socorro for animal services in the amount of $ 325,108.00.

FINANCIAL IMPACT

Account Code (GF/GL/Dept): 05525 / Health Department and Environmental Services

Funding Source: General Fund

Amount: 325,108.00 for animal services

Quotes (Name/Commodity/Price) N/A

Co-op Agreement (Name/Contract#) N/A

ALTERNATIVE

Have El Paso County Sheriff's department Animal Control Services cover our area

STAFF RECOMMENDATION

Staff is recommending to disapprove.

REQUIRED AUTHORIZATION

1. **City Manager** _____ **Date**_____
2. **CFO** _____ **Date**_____
3. **Attorney** _____ **Date** _____

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into on the last listed approved date below between the CITY OF EL PASO, TEXAS ("City of El Paso") and the CITY OF SOCORRO, TEXAS ("City of Socorro") by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the City of El Paso and City of Socorro are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the City of El Paso has a Department of Animal Services; and

WHEREAS, this Agreement for interlocal cooperation for the City of El Paso to provide certain animal services to the City of Socorro is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, the City of Socorro desires to have the City of El Paso's designated Local Rabies Control Authority serve as the City of Socorro's designated authority, as necessary pursuant to state law.

WHEREAS, the City of Socorro requests assistance from the City's Animal Services Department as the City of Socorro has no location to house animals that it retrieves or other individuals or entities retrieve within the jurisdictional boundaries of the City of Socorro; and

WHEREAS, the City of Socorro will make available and/or transfer to the City of El Paso certain information, in conjunction with goods or services that are being provided by the City of El Paso to the City of Socorro, which is confidential and must be afforded special treatment and protection.

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, the City of Socorro and the City of El Paso mutually agree as follows:

1. **SCOPE OF SERVICES.**

1.1 The City of El Paso shall perform the following animal services by and through its Department of Animal Services under the terms and conditions hereinafter stated, and the City of Socorro hereby accepts and agrees to the following terms and conditions:

1.1.1 The City of El Paso agrees to provide the following animal control services:

1.1.1.1 The City of El Paso will receive at the City's Animal Shelter located at 5001 Fred Wilson Road, El Paso, Texas 79906 (the "Shelter") each animal that the City of Socorro either delivers or requests to be delivered to said Shelter, or that each resident of the City of Socorro delivers to said Shelter. The City of El Paso will board each animal that the City of Socorro delivers or requests to be delivered to said Shelter, or that each resident of the City of Socorro delivers to said Shelter, whether it be in order to reunite said animal with its owner, quarantine, maintain evidence for a legal proceeding, or euthanize and dispose of said animal.

1.1.1.1.1 The City shall recoup from all animal owners who reclaim their animal at the Shelter, prior to releasing an animal to the owner, all applicable fees in order to mitigate charges to the City of Socorro to include the one time impound fee of $60.00/animal; kenneling fee of $18.00/day for a dog or cat, and $23.00/day for an animal other than a dog or cat; and the quarantine fee of $18.00/day.

1.1.1.2 The City of El Paso agrees to provide animal control services as determined to be appropriate by City of El Paso staff and as required by law, including but not limited to, investigating citizen complaints, conducting periodic patrols to proactively enforce appropriate State animal-related rules and laws and engaging in the impoundment of stray animals, investigation of animal bite reports, quarantine of animals involved in bites, investigation of allegations of animal cruelty, and the euthanasia of animals as necessary.

1.2 The City of El Paso agrees that in accordance with the provisions of any and all grants from federal and state agencies that are awarded on a county-wide basis, the City of El Paso will provide services in the jurisdictional areas of the City of Socorro as required under these grant provisions. Provided however, nothing in this Agreement shall obligate the City of El Paso to perform services if the grant funds relating to a particular grant are not currently being paid to the City of El Paso, and

in any such instances, the Director of the City of El Paso's Department of Animal Services shall give written notice to the City of Socorro that the City of El Paso is not providing the particular services for the reason that it has not received funding under the applicable grant. The City of El Paso will provide written notice to the City of Socorro of grant funding which becomes discontinued or terminated, and any election by the City of El Paso not to seek the renewal of grants existing at the effective date of this Agreement.

1.3 To the extent allowed by law, the City of Socorro agrees to pass all ordinances and resolutions necessary to give the City of El Paso and City of El Paso personnel jurisdiction to provide animal service functions in the City of Socorro pursuant to the terms of this Agreement, including its extraterritorial jurisdiction, if any, where the providing of animal services is authorized by law, and including the power to issue citations for violations of any ordinances pertaining to animal regulations and the protection of animals and which pertain to services the City of El Paso agrees to render in accordance with the terms of this Agreement.

1.4 The City of El Paso agrees that it will file citations and complaints regarding applicable violations occurring within the territorial limits of the City of Socorro through the City of Socorro Municipal Court. It is agreed that the appropriate personnel from the City of El Paso will be administratively directed to be present at such times as court sessions are set and cases involving said citations and complaints are on the court's docket, without the necessity for the issuance of a subpoena. The City of Socorro Municipal Court will provide reasonable notice of any case settings to the City of El Paso.

1.5 The City of El Paso will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate by the City of El Paso, and shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.

1.6 Nothing within the terms of this Agreement shall require the City of El Paso to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.

1.7 The City of El Paso agrees that it will keep accurate records of all services provided to the City of Socorro pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to City of Socorro officials, as requested. However, the City of El Paso will not be required to furnish copies of any reports that are maintained on the City's website and available to the City of Socorro from the website.

1.8 On or before July 1, 2017, the City of El Paso shall provide to the City of Socorro an initial projection based on the City Manager's filed proposed budget of City of Socorro's potential costs for a new Interlocal Agreement that, if agreed upon, would be effective September 1, 2017. The provision of this initial projection of potential costs will be used solely for the purposes of facilitating the budgeting process for the City of Socorro for its FY2018 budget.

1.9 It is understood and agreed to between the parties that any portion of this Agreement providing for the delivery of animal services for which the City of Socorro does not grant legal authority shall be null and void and of no force and effect, and the City of El Paso shall not be obligated to provide those services.

2. **LOCATION OF PERFORMANCE.** The place where most services are to be performed is in the City of Socorro, Texas, and any extraterritorial jurisdiction thereof where the City of El Paso may lawfully provide animal services as delegated and authorized under this Interlocal Agreement (jurisdictional areas of the City of Socorro). The place where the specific services described in Subsections 1.1.1.1 are to be performed is at the Shelter.

3. **DESIGNATION OF LOCAL RABIES CONTROL AUTHORITY**. The Parties agree that the individual or entity designated by the City of El Paso to serve as the Local Rabies Control Authority will serve as the Local Rabies Control Authority for the City of Socorro, as necessary pursuant to Section 826.017, Texas Health and Safety Code.

4. **RABIES ORDER**. The Parties expressly agree that the February 15, 1974 Rabies Order of the El Paso County Commissioners' Court, and any lawfully adopted successor orders, shall apply within the jurisdictional areas of the City of Socorro.

5. **TIMES OF PERFORMANCE.** The City of El Paso shall commence the provision of its services on the 1st day of September 2016, and shall terminate on the 31st day of August 2017, regardless of the date of execution of this Agreement.

5.1 In the event of an emergency, such as, but not limited to, a disaster declaration of the City of Socorro, requiring, as a result of the emergency, specific animal services from the City of El Paso after August 31, 2017, and prior to the signing of a subsequent Interlocal for animal services between the parties to this Agreement, the required services shall be provided by the City of El Paso to the City of Socorro at the rate described in the present Agreement, and the City of Socorro shall pay for said services at said rate within thirty (30) days of receipt of an invoice from the City of El Paso for said services.

6. **COMPENSATION.**

6.1 The City of Socorro agrees to pay the amount not to exceed THREE HUNDRED TWENTY-FIVE THOUSAND ONE HUNDRED EIGHT AND NO/100 DOLLARS ($325,108.00) for services rendered in accordance with this Agreement, excluding the services described in Section 5.1. Payments shall be made in equal monthly installments, each in the amount of TWENTY-SEVEN THOUSAND NINETY-TWO AND 33/100 DOLLARS ($27,092.33), with the first payment becoming due and payable on the 1st day of September 2016 or within 10 days after the date that the City of Socorro signs this Agreement, whichever is later. The monthly installment described in this Section 6.1 does not include the services described in Section 5.1.

6.2 The Parties acknowledge that the funds paid by the City of Socorro pursuant to Section 6.1 above may not be sufficient in the event of an unexpected occurrence such as an outbreak or epidemic (i.e. rabies) in the jurisdictional areas of the City of Socorro. The City of Socorro shall name a person to serve as a point of contact to discuss these types of threats, its intervention, and any additional costs that the City of Socorro will need to pay to defray the resulting expenses. Such contact person shall be designated and disclosed to the director of the Department of Animal Services as of the signing of this Agreement. The comparative Cost Model attached hereto as Appendix A lists the cost per service offered by the City of El Paso to the City of Socorro pursuant to this Agreement.

7. **PAYMENTS PURSUANT TO THIS AGREEMENT**. Payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Comptroller, PO Box 1890, El Paso,

TX 79950-1890. In the event that the City of Socorro accrues an arrearage on payment, the City of El Paso Comptroller or any collection agency retained by the City to collect delinquent accounts may add a collection fee of 21% to the account receivable if owing to the City for more than 60 days, pursuant to the El Paso City Code, Ordinance 14700.

8. **LAW GOVERNING CONTRACT.** For purposes of determining the law governing the same, this Agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

8.1 *Authority of the City of El Paso.* The City of Socorro expressly agrees that the City of El Paso shall have authority to enforce all laws and ordinances applicable to animal regulation, within the city limits and extraterritorial jurisdiction of the City of Socorro, Texas. The City of Socorro further agrees that, in the absence of any conflicting city ordinance, the City of El Paso shall have authority to enforce the laws of the State of Texas and the County of El Paso applicable to animal regulation, within the incorporated limits and extraterritorial jurisdiction of the City of Socorro, Texas. The City of Socorro shall provide certified copies of all the City of Socorro, Texas Ordinances affecting animal regulation upon execution of this Agreement and as requested by the City of El Paso, and to provide copies of all such newly adopted or amended ordinance within 10 days after adoption or amendment. Copies of such ordinances shall be sent to the Director of the City of El Paso Department of Animal Services.

8.2 *Privileges and Immunities.* All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City of El Paso when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement. Each party reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act.

8.3 *Governmental Function.* The Parties expressly agree that, in all things relating to this Agreement, the City of El Paso is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every

act or omission of the City of El Paso, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

8.4 *Exclusion of Incidental and Consequential Damages.* Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE LATTER PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

8.5 *Intentional Risk Allocation.* Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.

9. **TERMINATION.** This Agreement may be terminated in whole or in part by either party upon thirty days written notice to the other party at the following addresses, or at a new address as provided in writing to the nonmoving party by a party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract:

CITY OF EL PASO:	City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
CITY OF SOCORRO:	City of Socorro Attn: Mayor 124 South Horizon Blvd. Socorro, Texas 79927

All payments by the City of Socorro under this Agreement are payable only out of current City of Socorro revenues. In the event that funds relating to this Agreement do not become available, such as by City of Socorro City Council not appropriating the funds, the City of Socorro shall have no future obligation to pay or perform any future services related herein to the City of El Paso for the City of Socorro's fiscal year during which time such funding is not available or appropriated; however, all services that have been provided by the City of El Paso shall be paid in accordance with Sections 6 and 7 of this Agreement. Should the City of Socorro experience a funding unavailability related to the services described in this Agreement, the City of Socorro shall immediately provide written notification to the City of El Paso of such case and either party may choose to terminate the Agreement subject to this Section 9. In the event that the City of Socorro notifies the City of El Paso that the City of Socorro is experiencing a funding unavailability related to this Agreement, the City of El Paso shall immediately cease providing the services described in this Agreement to the City of Socorro except as required by related grant funding requirements to which the City of El Paso must adhere.

10. **INDEPENDENT CONTRACTORS.** The City of El Paso and the City of Socorro are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City of El Paso nor the City of Socorro nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

11. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

12. **HEADINGS.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

13. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto. The parties reserve the right

to amend this Agreement in the event either party should experience an unforeseen, significant impact to their respective budget allocated for the services addressed in this Agreement.

(Signature pages follow)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso and the City of Socorro.

APPROVED this _____day of _____, 20___.

CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

_____
Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Kurt Fenstermacher, Interim Director
Animal Services Department

(Signatures continue on the following page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the City of Socorro Interlocal Agreement between the City of El Paso and the City of Socorro.

APPROVED this _____day of _____, 20___.

CITY OF SOCORRO

_____
Jesse Ruiz
Mayor

ATTEST:

_____
City of Socorro Clerk

APPROVED AS TO FORM:

_____
City of Socorro Attorney

APPENDIX A
COST MODEL – ANIMAL SERVICES

City of El Paso, Texas
Summary Results- For Direct Departments
Based on 2017 Budgeted Expenditures

FY17	El Paso	Anthony	Clint	Horizon	Socorro	El Paso County	San Elizario	Vinton	Total Operational Cost
Animal Shelter	4,080,154	18,773	28,653	128,447	213,419	219,779	46,438	18,279	4,753,942
Animal Control Officers	1,981,237	10,370	6,049	42,991	111,689	-	216	7,777	2,160,328
Grand Total	6,061,390	29,143	34,702	171,437	325,108	219,779	46,654	26,056	6,914,270
Percent of Total Cost	87.66%	0.42%	0.50%	2.48%	4.70%	3.18%	0.67%	0.38%	100.00%

ITEM 19

October 13, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Charles Casiano

SUBJECT: Discussion and action to approve WellsOne Agrement Wellsfargo Bank Services to the City of Socorro, and to Authorize City Manager or Her Designee to Execute Agreement.

SUMMARY

This agreement provides services to the City of Socorro as a Multicard commercial Card. (collectively, Card)

STATEMENT OF THE ISSUE

City of Socorro has outgrown its resources and is looking for an alternative solution that better fits its financial needs.

Same as above

FINANCIAL IMPACT

Account Code (GF/GL/Dept):

Funding Source: General Fund

Amount:

Quotes (Name/Commodity/Price) N/A

Co-op Agreement (Name/Contract#) N/A

ALTERNATIVE

Decline agreement

STAFF RECOMMENDATION

Mr. Casiano and Ms. Rodarte recommend approval .

REQUIRED AUTHORIZATION

1. **City Manager _____ Date_____**
2. **Finance Director _____ Date_____**

WELLSONE® COMMERCIAL CARD AGREEMENT

This WellsOne® Commercial Card Agreement (this "**Agreement**") is made and entered into effective as of the date last executed below (the "**Effective Date**"), by and between Wells Fargo Bank, National Association ("**Wells Fargo**") and City of Socorro ("**Customer**").

Introduction

This Agreement governs the Visa® *WellsOne* Commercial Card and/or MasterCard® MultiCard Commercial Card (collectively, "**Card**") issued by Wells Fargo for use by Customer and its designated employees, subsidiaries, affiliates, agents and representatives ("**Cardholders**"). In this Agreement, "Card" shall mean individually and collectively, all Visa® *WellsOne* and MasterCard® MultiCard Commercial Cards and account numbers issued to Customer, Cardholders and the associated accounts including all card-not-present transactions and account numbers. The transactions made using the Card constitute extensions of credit by Wells Fargo to Customer and not to individual employees, or agents of Customer. In order to participate in the *WellsOne* Commercial Card program, Customer shall at all times maintain ten (10) or more Cards. Attachment A-1 (Program Information), Attachment A-2 (Multiple Division Billing Program Information), if applicable, Attachment B (Program Administrator), Attachment C-1 (Fee Schedule), and Attachment C-2 (Revenue Share Calculation), if applicable, are incorporated into this Agreement. In addition, the following Service Descriptions will be incorporated into this Agreement if Customer or its Cardholders elect, now or hereafter, to utilize a service or functionality described therein: (i) Wells Fargo Supplier Analysis & Onboarding Commercial Card Conversion Service Description; (ii) CCER AP Control/Just-in-Time Card Service Description; (iii) MasterCard® Payment Gateway™ Service Description; (iv) Receipt Imaging Service Description; (v) Convenience Check Service Description; (vi) Custom Data Solutions Service Description; and (vii) any other Service Description with respect to an additional service or functionality related to the Card that specifically references, and provides that it is incorporated by reference into, this Agreement. Such Service Descriptions are available and may be accessed at **https://wellsoffice.wellsfargo.com/ceopub/prc/service-descriptions/index.jsp** or such other Internet website address as Wells Fargo may from time to time designate by notice to Customer. For good and valuable consideration, and intending to be legally bound hereby, Customer and Wells Fargo agree to each and every term and condition of this Agreement as set forth below:

1. **Permitted Uses of Card; Promise to Pay; Credit Limit.** The Card may be used for Cardholders' Customer-related purchasing, travel and entertainment, general payables and fleet purchases; to the extent such functionality is offered to Customer by Wells Fargo. Customer agrees that the Card shall be used for business purposes only. Customer represents and warrants that its execution of this Agreement and use of the Card will not in any way violate, conflict with or result in a breach of any contract or agreement between Customer (or any of its affiliates) and any third party, including any client of Customer or its affiliates, and Customer will indemnify, defend and hold Wells Fargo harmless from and against any claims relating to any such actual or alleged violation, conflict or breach. In no event shall the Card be used: (i) to make, directly or indirectly, any payment or engage in any other transaction by, on behalf of or for the benefit of any person(s) relating to personal, family or household purposes (*i.e.*, in no event may the Card be used, directly or indirectly, to make or facilitate consumer payments or consumer transactions of any type, regardless of whether Customer is in the business of making or facilitating such payments or transactions); or (ii) for any transaction that is unlawful or illegal under any applicable laws, rules and regulations and orders of any federal, state, local or foreign governmental authority ("**Applicable Law**"), including but not limited to, all economic sanctions, trade embargoes and anti-terrorism laws imposed by the U.S., the U.S. Foreign Corrupt Practices Act of 1977 (as amended), all applicable laws or regulations relating to money laundering and any predicate crime to money laundering, and "**restricted transactions**" as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG issued thereunder. Except as otherwise provided in the "Liability for Unauthorized Use" Section below, Customer agrees to pay Wells Fargo, when due, the total of all purchases made with the Card. Customer also promises to pay the total of all other fees and charges due on the Card, as stated in this Agreement or as otherwise agreed to by Customer, and all costs and expenses, including all reasonable attorney's fees, and other reasonable legal costs incurred by Wells Fargo in enforcing this Agreement. Customer agrees that the total of all transactions charged to all Cards and account numbers issued hereunder outstanding at any time shall not exceed the Credit Limit specified in Attachment A-1, or as may be changed from time to time. Customer agrees that it is responsible for repaying outstanding balances under the Card, including but not limited to those that exceed its Credit Limit. Wells Fargo may change the Credit Limit at any time and will promptly notify Customer as may be required by applicable law. Termination or expiration of this Agreement does not terminate Customer's obligation for all amounts owed pursuant to this Agreement.

2. **Debit Authorization.** Customer hereby authorizes and directs Wells Fargo to pay the total of all amounts charged on the Card as a result of purchases, other transactions, fees, charges, costs and expenses by debiting Customer's bank deposit account(s) as indicated on Attachment A-1 and, if applicable, Attachment A-2 (the "**Account(s)**"), on the Seventh calendar day (or next Business Day if the calendar day is not a Business Day) (the "**Due Date**") following the date of each *WellsOne* or MultiCard Commercial Card billing statement provided to Customer (the "**Billing Statement Date**"). Any payment received on or after the Billing Statement Date and before the Due Date will be applied to reduce the amount debited from the Account(s) on the Due Date. A "**Business Day**" shall mean any day (except Saturday or Sunday) that Wells Fargo is open for business. Wells Fargo may also debit the Account(s) at any time for the purpose of settling Card transactions and payoffs of any fees, charges, costs and

expenses as stated in this Agreement or as otherwise agreed to and owed by Customer. The Account(s) shall also be subject to the terms and conditions of any netting or setoff provisions between Customer and Wells Fargo governing the Account(s) and any linked accounts. Customer represents and warrants that Customer owns and has sole and exclusive authority over the Account(s), including the authority to grant the debit authorization under this Section Two (2), and that no third party, including any client or Customer or its affiliates, is required to consent to or otherwise authorize or approve Customer's exercise of authority with respect to such Account(s), including the grant of such debit authorization.

3. **Authorizations.** All transactions on Customer's Card are subject to prior approval by Wells Fargo (**"Authorizations"**). Wells Fargo reserves the right to limit the number of Authorizations given during any period of time (day, weekend, week, etc.) and Wells Fargo may deny an Authorization if Wells Fargo suspects that the Card is being used without Customer's permission. In the event the Authorization system is temporarily unavailable, an Authorization may be unable to be given even though the transaction would not exceed the Credit Limit and the Card is in good standing. For security reasons, Wells Fargo cannot explain the details of how the authorization system works. Wells Fargo shall not be liable for failing to give any such Authorization. Wells Fargo may, but is not required to, authorize transactions that will cause the balance on the Card to exceed the Credit Limit, and Customer agrees it is liable for any such transactions. In addition, Wells Fargo reserves the right to deny transactions or authorizations from merchants apparently engaging in the Internet gambling business or identifying themselves through the Card transaction record or otherwise as engaged in such business.

Notwithstanding the foregoing, Customer acknowledges and agrees that: (i) some or all of the Cards issued hereunder may be Cards that contain an embedded security microchip that works in tandem with personal identification number (PIN) authentication functionality (**"PIN & Chip Cards"**), rather than traditional magnetic stripe Cards; (ii) certain PIN & Chip Card transactions are authorized via Offline Authorization rather than Online Authorization; (iii) as a result, such PIN & Chip Card transactions authorized via Offline Authorization are not verified against restrictions applicable to the Customer's Card program generally or to a specific Card and/or Cardholder (such as credit limits, transaction type restrictions, etc.) prior to authorization; and (iv) Customer's liability and responsibility for PIN & Chip Card transactions shall not be in any way diminished or otherwise affected by whether such transactions have been authorized via Online Authorization or Offline Authorization. For purposes of the foregoing: (a) **"Online Authorization"** means authorization of a Card transaction via the electronic communications authorization system utilized for traditional magnetic stripe Card transactions, in which transaction information with respect to each Card transaction is electronically communicated to the Card issuer (i.e. Wells Fargo) for authorization; and (b) **"Offline Authorization"** means authorization of a PIN & Chip Card transaction by communication between the PIN & Chip Card and payment terminal using defined limiting parameters stored on the PIN & Chip Card, such as a cumulative offline transaction amount limit or a consecutive offline transaction limit, but without electronic communication with and authorization by the Card issuer (i.e. Wells Fargo) as would occur with an Online Authorization.

4. **Program Administrator.** Wells Fargo will require, and is authorized to rely on, written instructions it receives from the Customer's Program Administrator(s) named on Attachment B with regard to the following matters, without limitation: issuance of individual Cards to Cardholders; establishment of and changes to credit limits on individual Cards; notification of disputed transactions; and termination of individual Cards. Customer may substitute, remove or designate additional Program Administrators by written notice to Wells Fargo signed by an authorized officer of Customer. Notwithstanding any other provision of this Agreement to the contrary, if Customer enrolls to administer its *WellsOne* or MultiCard Commercial Card program(s) using the Internet to access Card information, Customer agrees that the primary Program Administrator named on Attachment B has full authority to substitute, remove or designate additional Program Administrators, each of whom may have the full authority of a Program Administrator including authority to designate other Program Administrators, and that written notice signed by an authorized officer of Customer is required only to substitute the primary Program Administrator. The primary Program Administrator may designate in writing one or more contacts for fraud or potential fraud related matters concerning Customer's Card program (**"Fraud Contact(s)"**), and in the absence of such designation the primary Program Administrator shall be deemed to be Customer's sole Fraud Contact. Customer may, but is not required to, execute additional Attachment Bs appointing separate program administrators for divisional or affiliate Card programs established under this Agreement.

5. **Liability for Unauthorized Use.** Customer shall be liable for all unauthorized use of the Card in any amount at any time, unless and until Customer has notified Wells Fargo that the Card or Card number has been lost, stolen or misappropriated or that the person or vehicle (in the event of a fleet program) in whose name the Card has been issued is no longer authorized to use the Card (for example, upon termination of employment). Notification concerning unauthorized use shall be made by Customer calling the customer service number most recently provided by Wells Fargo; provided however, that Customer shall cooperate with Wells Fargo to complete any required written correspondence requested by Wells Fargo. Customer shall be responsible for full payment of all purchases, fees and charges incurred prior to such notification, regardless of when actually posted to Customer's account. Notwithstanding the foregoing, Customer will not be liable for unauthorized use resulting from transactions made with a Card or Card number that has been skimmed or otherwise counterfeited; provided, that (i) such unauthorized use was not facilitated by the gross negligence, intentional misconduct or fraud of Customer or any of its Cardholders, (ii) such unauthorized use did not benefit Customer or any of its Cardholders or other employees or agents, and (iii) Customer timely submits a dispute with respect to such unauthorized use in accordance with the provisions of Section Eight (8) below.

6. **Visa® Liability Waiver Program/MasterCoverage® Liability Protection Program.** Subject to applicable Visa® or MasterCard® terms and conditions, as applicable, Customer may be eligible for coverage under Visa's® Liability Waiver Program and/or MasterCard's® MasterCoverage® Liability Protection Program, which provide coverage against employee misuse of the Card. Customer should consult, as applicable, the Visa® Liability Waiver Program brochure or the MasterCard® MasterCoverage® Liability Protection Program brochure, available upon request from Wells Fargo, for terms and conditions of coverage. Customer acknowledges that Wells Fargo is not responsible for providing any form of liability protection program on Customer's behalf and that Wells Fargo makes no representations or warranties regarding any such program that may be offered by third parties.

7. **Department Cards.** In the event Customer requests Wells Fargo to issue Cards to Customer in a department, group name or other such designation not bearing a name or signature of an authorized employee or individual, all such Cards shall be deemed as **"Department Cards"**. Customer hereby represents, acknowledges and agrees that: (i) such Department Cards will be used by more than one authorized employee or individual; (ii) physical Cards may or may not be issued in conjunction with such Department Cards; and (iii) issuance of Department Cards may increase the risk of fraudulent or unauthorized use. As such, Customer is responsible for all security and protection of the Department Cards and any and all Customer procedures concerning the use of such Department Cards by its Cardholders.

8. **Billing Disputes, Chargeback Requests.** Customer may dispute amounts reflected on a billing statement that Customer reasonably believes to be incorrect because: (i) the amount shown on the billing statement does not reflect the actual face value of the transaction; (ii) the transaction shown on the billing statement did not result from the use of the Cards; (iii) the statement reflects fees not properly accrued under this Agreement; or (iv) the transaction is disputable with the honoring merchant under applicable Visa® or MasterCard® rules, as applicable, however, such dispute is subject to the procedures and liability provisions set forth in this section or other sections of the Agreement. In the event of a dispute, Customer must notify Wells Fargo of its dispute within sixty (60) days from the transaction date of purchase. Each request to Wells Fargo must be in writing and contain the following information: (i) Cardholder name; (ii) Card account number; (iii) the dollar amount of any billing dispute or suspected error; (iv) reason for the dispute; and (v) a summary of the steps already taken with the merchant to resolve the matter. Wells Fargo shall investigate the disputed amount and determine whether the amount is properly payable by Customer. Until Wells Fargo completes its investigation and determines whether the disputed amount is properly payable by Customer, Customer shall not be liable for the amount of the disputed transaction. Customer agrees that its failure to dispute a charge or other item within sixty (60) days from the transaction date of purchase shall constitute a waiver of any right the Customer may have to dispute the charge. In the event that transactions are posted to the accounts as a result of any circumstance under which the honoring merchant may be held liable under applicable Visa® or MasterCard® rules, as applicable, Wells Fargo shall attempt to charge the transaction back to the merchant in accordance with applicable Visa® or MasterCard® procedures. However, such attempted chargeback by Wells Fargo shall not relieve Customer of liability for the amount of the transaction even though the transaction may have been provisionally credited to the Customer's accounts.

9. **Default.** The occurrence of any of the following conditions or events shall constitute an **"Event of Default"** by Customer under this Agreement in which case, any unpaid balances on the Card shall become immediately due and payable, and Wells Fargo may immediately debit the Account(s) for payment of such balances: (1) a payment is not made when due or a payment to Wells Fargo is returned or reversed for any reason; (2) a term of this Agreement is breached in any way; (3) Customer or any guarantor of Customer's account defaults under the terms of (a) any other agreement with Wells Fargo or any of its subsidiaries or affiliates or (b) any loan, credit or similar agreement with any third party; (4) a bankruptcy petition is filed by or against Customer or any guarantor of Customer's account; (5) a significant change occurs in the ownership or organizational structure of Customer or in the type or (if such change is adverse) volume of Customer's business; (6) Customer or any guarantor of Customer's account becomes insolvent or is dissolved; (7) there shall exist or occur any event or condition which Wells Fargo in good faith believes impairs, or is substantially likely to impair, the prospect of payment or performance of Customer's obligations under this Agreement; (8) Customer intentionally fails to submit required information Wells Fargo deems necessary; (9) Customer's account balance exceeds the Credit Limit; (10) any financial statement or certificate furnished to Wells Fargo in connection with, or any representation or warranty made by Customer or any other party under this Agreement, shall prove to have been incorrect, false or misleading in any material respect when furnished or made; (11) Customer or any guarantor of Customer's account, if any, fails to comply with any Applicable Law (as defined in Section One (1) above) materially affecting Customer, guarantor or the operations or property of either; (12) any owner of collateral given to secure the obligations hereunder, if any, shall fail to comply with any Applicable Law materially affecting any of the collateral; or (13) Customer, any guarantor of Customer's account, if any, or any other person with third party recourse liability hereunder, or an owner of any equity interest in Customer or any guarantor of other person with third party recourse liability hereunder or any subsidiary owned directly or indirectly by Customer, any guarantor or other person with third party recourse liability hereunder performs or engages in any act or series of acts that Wells Fargo reasonably believes could constitute money laundering or a predicate crime to money laundering under Applicable Law.

10. **Term; Right to Terminate.** Wells Fargo or Customer may, upon at least thirty (30) days' prior written notice to the other party, and with or without cause: (i) terminate this Agreement; (ii) terminate one or more services provided for in this

Agreement; or (iii) terminate one or more Cards; provided, however, that the foregoing shall not affect Customer's ability to terminate the authority of a Cardholder as set forth below in this Section Ten (10). In addition, Wells Fargo may take any one or more of the actions referred to in the immediately preceding sentence immediately, without prior notice to Customer, upon the occurrence of an Event of Default. If Customer has enrolled in CCER, any such notice required under this Agreement may be delivered to Customer electronically in the same manner that statements are delivered. If Wells Fargo or Customer terminates the Agreement, or upon the expiration of this Agreement, (i) all Cards shall automatically expire, (ii) Customer shall immediately, upon notice from Wells Fargo, destroy all Cards, (iii) Customer will continue to be responsible for full payment of the current balance on the Card and all purchases, fees and charges incurred before termination that post after termination, including, without limitation, recurring transactions that post after termination, and (iv) any unpaid balances on the Cards shall become immediately due and payable, and Wells Fargo may immediately debit the Account(s) for payment of such balances. If Wells Fargo terminates one or more Cards but not the Agreement, Customer shall immediately, upon notice from Wells Fargo, destroy all such Cards. Upon termination of the Agreement, Customer acknowledges and agrees that the Account(s) and any and all collateral or guarantees in support of this Agreement will remain in place for a period of sixty (60) days from the termination date to satisfy all payment obligations of Customer under this Agreement. Customer may, at any time, terminate the authority of any Cardholder to use the Card. Such termination by Customer shall become effective upon written or electronic notice via the internet to Wells Fargo along with written confirmation that the Cardholder's Card has been destroyed.

11. **Liability of Wells Fargo; No Implied Warranties.** Wells Fargo's liability hereunder shall be limited to Customer's actual money damages caused directly by Wells Fargo's breach of this Agreement (except to the extent such liability is further limited by the terms of this Agreement), and Wells Fargo shall not be liable for any other matters whatsoever, including, without limitation: (i) Customer's use of the Card; (ii) the inability of Customer to use the Card or the unavailability of Card reports or authorizations as a result of circumstances beyond Wells Fargo's control (such as, without limitation, fire, flood or the disruption of power, phone or computer service); or (iii) transmission errors or data security problems, or other acts or omissions, on the part of third parties (including, without limitation, third-party service providers in connection with transaction files sent to Customer or its designee). Notwithstanding the foregoing, in no event shall Wells Fargo be liable for any indirect, incidental, special, consequential or punitive damages, even if Wells Fargo has been advised of the possibility of any such damages. Except as expressly set forth in this Agreement, Wells Fargo makes no warranties with respect to the Card, any service related thereto, or any software used in connection therewith, including without limitation any warranty as to merchantability or fitness for a particular purpose.

12. **Changes to Agreement or to Credit Limit; Other Changes.** In addition to, and not in lieu of, Wells Fargo's termination rights in Section Ten (10) above, Wells Fargo may unilaterally, in its sole discretion: (i) change the Credit Limit for any reason, including but not limited to changes as may be required by law, upon prompt notice to Customer; and/or (ii) change any of the terms of this Agreement or any Attachments hereto upon thirty (30) days prior written notice to Customer. Customer may change the designated Program Administrator(s) or an Account number upon an authorized officer's notice in writing or via the Internet to Wells Fargo.

13. **Foreign Currency Transactions.** If a Card is used to engage in a transaction in a currency other than U.S. dollars (**"Foreign Currency Transaction"**), that amount will be converted into U.S. dollars before posting to Customer's account.

13.1 **Foreign Currency Transaction Procedures:** If a Foreign Currency Transaction occurs, and the transaction is not converted to U.S. dollars by the merchant itself, Visa® or MasterCard®, as applicable, will convert the transaction into a U.S. dollar amount by using its currency conversion procedure in effect at the time the transaction is processed. Currently, Visa® and MasterCard® regulations and procedures provide that the currency conversion rate they use is either: (1) a wholesale market rate, which rate may vary from the rate Visa® or MasterCard® itself receives; or (2) a government-mandated rate for the applicable currency as determined under Visa® or MasterCard® regulations and procedures, as applicable. This rate may differ from the rate in effect when the transaction occurred or when it was posted to the Cardholder's account.

13.2 **Point of Sale Currency Conversion:** Some merchants outside of the United States offer Cardholders the option of having card transactions converted to U.S. dollars by the merchant itself during the transaction (**"Point of Sale Currency Conversion"**). If that option is chosen the transaction is actually originated in U.S. dollars and the currency conversion rate is determined solely by the merchant.

13.3 **Cross Border Transactional Fee.** For each Foreign Currency Transaction that has been converted into a U.S. dollar amount by Visa® or MasterCard®, as applicable, and for each Point of Sale Currency Conversion transaction where a non-U.S. merchant originates a transaction in U.S. dollars, Wells Fargo will charge Customer a 1% fee (**"Cross Border Transactional Fee"**).

14. **Direct Transmissions.** Customer may request to receive Card transaction data to be transmitted directly to Customer, or to a third party recipient designated by Customer, electronically from either the Card network (Visa® or MasterCard®) or its subcontractor (hereinafter, **"Direct Transmissions"**). Upon receipt of such request (which shall be in writing (including,

without limitation, e-mail) and from an authorized officer or Program Administrator of Customer), Wells Fargo will arrange for such Direct Transmissions. Customer agrees that Wells Fargo will not be liable for any damages, losses, liability or any other claims whatsoever arising in any way out of transmission errors or data security issues on the part of the network or any third party (including, without limitation, any third party recipient designated by Customer) in connection with Direct Transmissions. Direct Transmissions shall be subject to the Direct File Feed Fee as set forth in Attachment C-1.

15. **Financial Information**. Promptly upon Wells Fargo's request, Customer shall provide, in form and detail satisfactory to Wells Fargo, current audited annual and certified quarterly financial statements and supporting footnotes and schedules.

16. **Confidential and Proprietary Information**.

(a). Customer and Wells Fargo acknowledge and agree that, in connection with this Agreement, it may be necessary and/or desirable to exchange Confidential Information (as defined below). For purposes hereof, **"Confidential Information"** means all non-public, confidential or proprietary information of a party that is disclosed by such party (including any of its Representatives (as defined below)) (the **"Disclosing Party"**) to the other party (the **"Receiving Party"**) under or in connection with this Agreement, and includes, without limitation, financial, technical, or business information relating to the Disclosing Party, including trade secrets, marketing or business plans, strategies, forecasts, budgets, projections and pricing, customer and supplier information. Notwithstanding the above, Confidential Information does not include information that: (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Receiving Party or its Representatives (as defined below) in violation of this Section Sixteen (16); (ii) is already known by the Receiving Party at the time of its disclosure by the Disclosing Party; (iii) is or becomes available to the Receiving Party from a source not known to the Receiving Party to be under an obligation of confidentiality to the Disclosing Party; or (iv) is independently developed by the Receiving Party without the use of Confidential Information.

(b). For a period of two (2) years following its disclosure to the Receiving Party, the Receiving Party will: (i) keep Confidential Information confidential and not disclose it to any other person or entity, except disclosures (A) to federal and state bank examiners, and other regulatory officials having jurisdiction over the Receiving Party, as applicable, (B) to the Receiving Party's Representatives (as defined below), (C) in the case of Wells Fargo, to i) Visa® or MasterCard®, as applicable, ii) third party payment industry service providers with whom Wells Fargo has a business relationship and has entered into a non-disclosure agreement covering such Confidential Information, iii) as described in the Wells Fargo Supplier Analysis & Onboarding Commercial Card Conversion Service Description, if applicable, (D) required by applicable law or legal process in the opinion of the Receiving Party's counsel or any of its Representative's counsel, as applicable, or (E) otherwise authorized in writing by the Disclosing Party; and (ii) use Confidential Information only in connection with this Agreement (including the evaluation, negotiation, implementation, administration and enforcement hereof). For purposes hereof, **"Representatives"** means a party's or any of its affiliates' officers, employees, agents, legal counsel, auditors or other professional advisors who need to know Confidential Information in connection with this Agreement (including the evaluation, negotiation, implementation, administration and enforcement hereof). The Receiving Party will be responsible for any failure of its Representatives to treat the Confidential Information as confidential in accordance with the terms and conditions of this Agreement. In the event that the Receiving Party or any of its Representatives is, in the opinion of its counsel, required by applicable law or legal process to disclose any Confidential Information under clause (i)(D) of the first sentence of this paragraph, then the Receiving Party, unless prohibited by law, will provide notice of such disclosure to the Disclosing Party so that the Disclosing Party, at its sole option (but without an obligation to do so) and at its sole expense, may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section Sixteen (16).

(c). Following any termination of this Agreement, upon the Disclosing Party's request, the Receiving Party will use commercially reasonable efforts to destroy all copies of Confidential Information then in the possession of the Receiving Party; provided, however, that the Receiving Party may retain such copies as are required by applicable law or in accordance with its customary practices and procedures (any Confidential Information so retained will be held by the Receiving Party subject to this Agreement).

(d). If there is a breach of this Section Sixteen (16) by either party, the other party will have the right to seek any and all remedies at law or in equity, including without limitation appropriate injunctive relief or specific performance. The protections afforded to Confidential Information hereunder are in addition to, and not in lieu of, the protections afforded under any applicable trade secrets or other laws.

17. **No Waiver; Right of Set-Off**. Neither party's failure to exercise any right or to pursue any remedy under this Agreement or otherwise shall constitute a waiver thereof. Wells Fargo shall have the right to, in its sole discretion, set-off or recoup any obligation of Customer to Wells Fargo under this Agreement or otherwise against any obligation Wells Fargo owes to Customer, including a set-off against any deposit account(s) Customer has with Wells Fargo to the extent permitted by law.

18. **Miscellaneous; Entire Agreement; Governing Law; Counterparts; No Assignment; Independent Contractor;**

Severability. This Agreement contains the entire understanding between the parties on the subject matter hereof and supersedes all prior agreements, negotiations and representations. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. Customer may not assign this Agreement or any of its rights, interest or obligations hereunder (by operation of law or otherwise). Nothing contained in this Agreement shall be construed as constituting or creating a partnership, joint venture, agency, or other association or relationship between Wells Fargo and Customer. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

19. **Arbitration.** The parties hereto agree, upon demand by any party, to submit to binding arbitration all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise in any way arising out of or relating to: (i) any credit subject hereto, or the Agreement and its negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination; or (ii) requests for additional credit.

19.1. **Governing Rules.** Any arbitration proceeding will: (i) proceed in a location in South Dakota selected by the American Arbitration Association (**"AAA"**); (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (iii) be conducted by the AAA, or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least $1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to herein, as applicable, as the **"Rules"**). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.

19.2. **No Waiver of Provisional Remedies; Self-Help and Foreclosure.** The arbitration requirement does not limit the right of any party to: (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

19.3. **Arbitrator Qualifications and Powers.** Any arbitration proceeding in which the amount in controversy is $5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than $5,000,000.00. Any dispute in which the amount in controversy exceeds $5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Such single arbitrator or panel of three arbitrators, as applicable, is hereafter referred to as the "arbitrator". Each arbitrator will be a neutral attorney licensed in the State of South Dakota or a neutral retired judge of the state or federal judiciary of South Dakota, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all disputes in accordance with the substantive law of South Dakota and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the South Dakota Rules of Civil Procedure or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

19.4. **Discovery.** In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than twenty (20) days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

19.5. Class Proceedings and Consolidations. No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, except parties who have executed the Agreement, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

19.6. Payment Of Arbitration Costs And Fees. The arbitrator shall award all costs and expenses of the arbitration proceeding.

19.7. Miscellaneous. To the maximum extent practicable, the AAA, the arbitrator and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most directly related to the Agreement or the subject matter of the dispute shall control. This arbitration provision shall survive termination, amendment or expiration of the Agreement or any relationship between the parties.

20. Customer Provided Card Content. For purposes of this Agreement, **"Customer Provided Card Content"** means any and all business, division, trade or assumed names, trade dress, service marks, trademarks, logos or other words or images that Customer or its representatives supply for inclusion on any Cards issued under this Agreement. Customer will defend, indemnify and hold harmless Wells Fargo and its affiliates, as well as the employees, officers, directors and agents of Wells Fargo and its affiliates (each an **"Indemnified Party"**) against all costs and expenses of the Indemnified Party (including without limitation any losses, liabilities, damages, fines, penalties or reasonable attorneys' fees) arising from or in connection with any dispute, claim, suit, action, proceeding or demand brought against an Indemnified Party relating to any actual or alleged violation of intellectual property rights of any third party as a result of the inclusion of any Customer Provided Card Content on the Cards.

21. Foreign Personnel. If Cards are distributed by Customer or at its instruction to Cardholders outside of the United States, Customer shall be solely responsible for complying with any applicable foreign employment and/or data privacy laws or requirements in connection therewith, including but not limited to any requirements to provide notices or disclosures to or to obtain consents from Cardholders. Wells Fargo shall have no liability for Customer's failure to comply with any such requirements.

22. Cooperation. Customer shall promptly provide Wells Fargo with any information that Wells Fargo may request to confirm that the Cards are being used in accordance with the terms and conditions of this Agreement. Such requested information may include, without limitation, information about any Cardholder and/or any other involved parties, and the intended purpose or use of a Card transaction. In the event that Customer does not comply with the terms of this section, Wells Fargo will have the right, in its sole and absolute discretion, to terminate immediately any Card issued in the name of such individual(s), and Customer shall not permit such individual(s) to use any other Cards issued pursuant to this Agreement.

WELLS FARGO BANK, NATIONAL ASSOCIATION

Authorized Officer: _____

Signature: _____

Title: _____

Date: _____

Authorized Officer: _____

Signature: _____

Title: _____

Date: _____

WELLSONE® COMMERCIAL CARD AGREEMENT
ATTACHMENT A - 1
PROGRAM INFORMATION

CUSTOMER NAME	City of Socorro
TAX ID	***Sample Contract***
ADDRESS	
CREDIT LIMIT	$
ACCOUNT(S)	

Billing Settlement Account:	**For purchases and transactions on the Card, Cash Advance Fees, and Cross-Border Transactional Fees**
BANK NAME	WELLS FARGO
DEMAND DEPOSIT ACCOUNT NUMBER	
ROUTING NUMBER	
BILLING STATEMENT CYCLE*	

*Applies to purchases and transactions on the Card, Cash Advance Fees, and Cross-Border Transactional Fees. Other fees hereunder will be billed separately on a monthly basis.

Fee/Analysis Account:	**For other fees under this Agreement, as amended and supplemented from time to time (including other fees specified in Attachment C-1)****
BANK NAME	Wells Fargo
DEMAND DEPOSIT ACCOUNT NUMBER	
ROUTING NUMBER	

** If no account specified, same as Billing Settlement Account

WELLSONE® COMMERCIAL CARD AGREEMENT
ATTACHMENT A-2, MULTIPLE DIVISION BILLING PROGRAM INFORMATION

CUSTOMER NAME
ACCOUNT(S)

__________ Division	**For purchases and transactions on the Card, Cash Advance Fees, and Cross-Border Transactional Fees for the __________ Division Card Program**
BANK NAME	WELLS FARGO
DEMAND DEPOSIT ACCOUNT NUMBER	
ROUTING NUMBER	

__________ Division	**For purchases and transactions on the Card, Cash Advance Fees, and Cross-Border Transactional Fees for the __________ Division Card Program**
BANK NAME	WELLS FARGO
DEMAND DEPOSIT ACCOUNT NUMBER	
ROUTING NUMBER	

__________ Division	**For purchases and transactions on the Card, Cash Advance Fees, and Cross-Border Transactional Fees for the __________ Division Card Program**
BANK NAME	WELLS FARGO
DEMAND DEPOSIT ACCOUNT NUMBER	
ROUTING NUMBER	

__________ Division	**For purchases and transactions on the Card, Cash Advance Fees, and Cross-Border Transactional Fees for the __________ Division Card Program**
BANK NAME	WELLS FARGO
DEMAND DEPOSIT ACCOUNT NUMBER	
ROUTING NUMBER	

WELLSONE® COMMERCIAL CARD AGREEMENT
ATTACHMENT B - PROGRAM ADMINISTRATOR
DATE

Please provide the following information about each Program Administrator:

Customer Name _____ Enter Division Name, if applicable _____

*The Attachment B to the Agreement may be updated at a later date in accordance with the terms of Section 4 of the Agreement, however it will replace the original Attachment B and all current Program Administrators of Customer must be included.

PROGRAM ADMINISTRATOR (*Primary*)
Main point of contact for day to day business

(Name / Title) _____

(Physical Street Address) _____

(City / State / Zip Code) _____

(Telephone) _____ (Fax) _____

(Email Address) _____

PROGRAM ADMINISTRATOR (*Secondary*)

(Name / Title) _____

(Physical Street Address) _____

(City / State / Zip Code) _____

(Telephone) _____ (Fax) _____

(Email Address) _____

PROGRAM ADMINISTRATOR (*Secondary*)

(Name / Title) _____

(Physical Street Address) _____

(City / State / Zip Code) _____

(Telephone) _____ (Fax) _____

(Email Address) _____

PROGRAM ADMINISTRATOR (*Secondary*)

(Name / Title) _____

(Physical Street Address) _____

(City / State / Zip Code) _____

(Telephone) _____ (Fax) _____

(Email Address) _____

(add additional pages as necessary)

Select the Program Administrator above authorized to provide instructions on Card delivery: _____.*

**Requirements:*

(i) All Card delivery addresses must be a physical address; and

(ii) Card delivery addresses may include such Program Administrator's address above and/or to such other address(es) as instructed by such Program Administrator. If no instructions are provided, all Cards will be delivered to the address of such Program Administrator.

Select the Program Administrator above designated to receive billing statements: _____

WELLSONE® COMMERCIAL CARD AGREEMENT
ATTACHMENT C-1
FEE SCHEDULE
CUSTOMER NAME: City of Socorro
DATE:

ONE TIME FEES:

Set-up Fee	$ 1000 Waived
On-site Implementation Fee	$ Not Selected

RECURRING FEES:

The following fee pricing will apply if the monthly net purchase volume of $40,000 and an average transaction size of $120

are **NOT** met.

		Ramp up period* through which fees are waived:
Program Maintenance	$ Waived /Month	No ramp up period
CCER Reporting Solution	$ 75 /Month	6 months
Transaction Fee	$ 1.00 /Transaction	6 months
Card Issuance	$ Waived /Account	No ramp up period

**The ramp up period will begin the month the program is in its final stage of implementation. For example, if a program with a 6 month ramp up period is implemented on any day in January, January is month one. The ramp up period will end June 30.The first charges will be for July, seen on the August Account Analysis statement.*

ARE met.

Program Maintenance	$ Waived /Month
CCER Reporting Solution	$ Waived /Month
Transaction Fee	$ Waived /Transaction
Card Issuance	$ Waived /Account

MISCELLANEOUS FEES (Applicable Only If Customer Elects and/or Uses This Service):

Receipt Imaging:	
Initial Set-up	$ 500 Waived
Year 1 Archival Cost	$ 0.05/Imaged Page
Years 2-7 Archival Costs	$ 0.03/Imaged Page (per year)
Cash Advance Fee	2%/$2 minimum
Cross-Border Transactional Fee	1 % / Transaction
Card Artwork	$ 450
Manual Reports	$ 175/ Report
Rush Card	$ 10/Incident
Phone Re-Training	$ 175/Incident
Convenience Check:	
Transaction Fee	2%/$2 minimum
Program Maintenance	$ 250/Month
Returned Check Fee	$ 29/Incident
Stop Payment Fee	$ 25/Incident
Convenience Check Copy	$ 10/Check Copy
Custom Data Solutions	
Custom Report Set-up	$ 100/ Hour
Custom File Mnthly Maint	$ 100/ Month
Custom File Transmission	$ 5/ transmission

- No fees are assessed until customer begins using service
- For those customers who opt to use ACH reimbursement for out-of-pocket expenses, separate ACH fees will apply.
- For those customers who opt to use CCER AP Control, Separate Payment Manager fees may apply.
- For those customers who opt to use the Commercial Card Expense Reporting solution, accessed through the Commercial Electronic Office (CEO), separate CEO access charges may apply.

ITEM 20

October 13, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Adriana Rodarte

SUBJECT: DISCUSSION AND ACTION ON APPROVING ENGAGING WITH RPC CPAS+CONSULTANTS, LLP, PROFESSIONAL SERVICES FOR AUDITING FISCAL YEAR 2016.

SUMMARY

This action approves the engagement letter with RPC CPAS+CONSULTANTS, LLP for Fiscal Year 2016.

STATEMENT OF THE ISSUE

City of Socorro awarded bid for audit services to White, Samaniego & Campbell, LLP (RPC CPAS+CONSULTANTS, LLP). This action authorizes the execution of the engagement letter which is explicit in regards to the level of service to be provided to the city of Socorro the various areas of responsibility of management and the fees associated with the yearly audit.

FINANCIAL IMPACT

Account Code (GF/GL/Dept): General Fund / 05512/ 15 (Finance)

Funding Source: General Fund

Amount: $32,000.00

Quotes (Name/Commodity/Price) N/A

Co-op Agreement (Name/Contract#) N/A

ALTERNATIVE

N/A

STAFF RECOMMENDATION

Staff is recommending the approval of RPC CPAS+CONSULTANTS, LLP engagement letter for fiscal year 2016.

REQUIRED AUTHORIZATION

1. **City Manager** _____ **Date**_____
2. **Finance Director**_____ **Date**_____
3. **Attorney** _____ **Date** _____

August 9, 2016

The Honorable Jesus A. Ruiz
Mayor
City of Socorro, Texas
124 S. Horizon Blvd.
Socorro, TX 79927

We are pleased to confirm our understanding of the services we are to provide the City of Socorro, Texas (the City) for the year ended September 30, 2016. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the year ended September 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist principally of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management Discussion & Analysis (MD&A)
2. GASB required supplementary pension schedules

We have also been engaged to report on supplementary information other than RSI, which accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements, or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in related to the financial statements as a whole:

1. Budgetary comparison statements for all funds presented as supplemental information that have legally adopted budgets.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to those charged with governance, and management of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

During the course of our engagement, we will request information and explanations from management regarding operations, internal controls, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. Accordingly, false representations could cause us to expend unnecessary efforts or could

cause a material error or fraud to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the financial statements that we may fail to detect as a result of false or misleading representations that are made to us.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

We have advised you of the limitations of our audit regarding the assessment of the design and operational effectiveness of your system of internal control. We believe a study of your system of internal control that is planned to assess its design and operational effectiveness is an important tool in your organization's efforts to prepare quality financial statements that are free from misstatements. A study of your system of internal control should be performed periodically to help maintain the design and operational effectiveness of your system. We can perform, as a separate engagement, a study of your organization's system of internal control, but we have not been engaged to do so at this time.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements and related notes of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement preparation services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy fraud, and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we may report.

You are also responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation agreements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You are responsible for making any decisions that involve management functions relating to the financial statements, and related notes, and you agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore,

we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We have advised you of the limitations of the engagement regarding the detection of fraud and the possible effect on the financial statements (including misappropriation of cash or other assets). We can perform, as a separate engagement, extended procedures specifically designed to detect defalcations. Please notify us if you are interested, and these extended procedures will be explained in a separate engagement letter.

Audit Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

As part of this engagement, if we are asked to participate in conversations with any regulatory agency concerning this or previous audits we will charge additional fees for this time based on premium hourly rates.

In connection with this engagement, we may communicate with you or others via Electronic Mail (E-Mail) transmission. As e-mail can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only such parties, we cannot guarantee or warrant that e-mail from the Firm will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of e-mail transmitted by our Firm in connection with the performance of this engagement. In that regard, you agree that we shall have no liability of any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We will also issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

The audit documentation for this engagement is the property of RPC CPAs + Consultants, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Auditor or other applicable agencies, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of RPC CPAs + Consultants, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the State Auditor or other applicable agencies. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in approximately December 2016 and to issue our reports no later than March 30, 2017. Our fee for these services will be $32,000 (excluding gross receipts tax). Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenses through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The suspension or termination of our work may result in adverse consequences to you including your failure to meet deadlines imposed by governments, lenders, or other third parties. You agree that we will not be responsible for your failure to meet such deadlines, or for penalties or interest that may be assessed against you resulting from such failures.

You agree that any dispute that may arise regarding the meaning, performance or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation, and that you will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within Bernalillo County, New Mexico, and any ensuing litigation shall be conducted within said County, according to New Mexico law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

We plan to use information gathered by your personnel to facilitate the audit. The availability of your personnel and the anticipated deadlines for their assistance are key elements in our fee estimates. Completion of our work is subject to, among other things, (1) appropriate cooperation from the City's personnel, including timely gathering information we request, (2) complete, accurate and timely response to our inquires, and (3) timely communication by you of all significant audit issues and matters. If for any reason the City is unable to timely provide the above, RPC CPAs + Consultants, LLP and the City will mutually revise the fee to reflect additional time or services, if any, required of us to complete the audit.

Many banks have engaged a third party to electronically process cash or debt audit confirmation requests, and a few of those banks have mandated the use of this service. To the extent applicable, the City hereby authorizes RPC CPAs + Consultants, LLP to participate in this electronic confirmation process through the third party website (e.g., by entering the City's bank account information to initiate the process and then accessing the bank's confirmation response) and agrees that RPC CPAs + Consultants, LLP shall have no liability in connection therewith.

This agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or part, by electronic record; however, this agreement must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties to this agreement and all other persons or entities required by law. An electronically transmitted signature to this agreement will be deemed an acceptable original for purposes of consummating the agreement and binding the party providing such electronic signature.

To the extent permitted by law, RPC CPAs + Consultants, LLP will maintain the confidentiality of the City's confidential information and any nonpublic personal information the City shares with us using the same degree of care it uses in maintaining its own confidential information, subject to court process or regulator workpaper access. The City shall at no time disclose any of RPC CPAs + Consultants, LLP's confidential material to any third party (except to the extent such disclosure is an agreed objective of this engagement) without RPC CPAs + Consultants, LLP's prior written consent in each case. The City's use of RPC CPAs + Consultants, LLP's work product shall in any event be restricted to the item's stated purpose (if any) and otherwise to the City's internal business use only. RPC CPAs + Consultants, LLP retains the right to use the ideas, concepts, techniques, industry data and know-how used or developed in the course of the engagement. Except as instructed otherwise in writing, each party may assume that the other approves of properly addressed fax, e-mail (including e-mail exchanged via Internet media) and voicemail communication of both sensitive and nonsensitive documents, and other communications concerning this engagement, as well as other means of communication used or accepted by the other.

The management groups of the City and RPC CPAs + Consultants, LLP both acknowledge the importance of retaining key personnel. Accordingly, we both agree that during the period of this agreement, and for one year after its expiration or termination, we will not solicit any partner or employee of the other firm for employment without the written consent of the other firm. If the current employer grants permission, and the individual becomes an employee of the other firm, the other firm agrees to pay a fee equal to the individual's pay for the prior full twelve-month period to the original employer.

You agree to request in writing our permission to use our report in any document, and if a document contains our report or refers to us, you agree to submit to us, before filing or publication, copies of all printer's proofs or typed drafts of documents to be sent to your shareholders, governmental authorities or third parties.

If there are any changes in the relevant laws, regulations, industry, market conditions or other circumstances, including in the City's own business practices, RPC CPAs + Consultants, LLP has no responsibility to advise the client of any such changes and the client acknowledges the need for it to re-evaluate RPC CPAs + Consultants, LLP's preceding services and deliverables. If circumstances arise which in our professional judgment prevent us from performing or completing this engagement, we retain the right to take any course of action permitted by professional standards, including declining to issue a report or withdrawal from the engagement.

RPC CPAs + Consultants, LLP warrants and represents that it is free lawfully to make this agreement, and that it will perform the services under this agreement in a workmanlike manner that conforms with reasonable standards in the industry. RPC CPAs + Consultants, LLP makes no other warranties, express or implied, and RPC CPAs + Consultants, LLP specifically disclaims all other express and implied warranties, including any implied warranties of merchantability or fitness for a particular purpose.

With respect to any services or work product or this engagement generally, the liability of RPC CPAs + Consultants, LLP and its partners shall in no event exceed the amount of fees RPC CPAs + Consultants, LLP receives for the portion of the work giving rise to liability nor include any special, consequential, incidental or exemplary damages or loss (nor any lost profits, savings or business opportunity), and a claim for a return of fees paid shall be the exclusive remedy for any damages. The City will upon the receipt of written notice indemnify and hold harmless RPC CPAs + Consultants, LLP, its affiliates and their partners, principals and personnel against all costs, fees, expenses, damages, and liabilities (including defense costs and attorney fees) associated with any third-party claim arising from or relating to any such services or work product that the City uses or discloses to others. The foregoing terms are intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted (including contract, statute, any form of negligence, tort, strict liability or otherwise). Such terms shall also continue to apply after any termination of this agreement and during any dispute between the City and third parties.

It is agreed by the City and RPC CPAs + Consultants, LLP, or any successors in interest that no action shall be brought by or on behalf of either party arising out of services rendered pursuant to this agreement more than three years after the date of the report or one year after the date of termination of RPC CPAs + Consultants, LLP's, services, whichever occurs first.

In the unlikely event that differences concerning our services or fees should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, the City and RPC CPAs + Consultants, LLP agree to waive and not demand a trial by jury in any action, proceeding or counterclaim between us arising out of or relating to our services and fees for this engagement.

In the event RPC CPAs + Consultants, LLP is requested pursuant to subpoena or other legal process to produce documents pertaining to the City in judicial, administrative or other proceedings, the City will reimburse RPC CPAs + Consultants, LLP for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees incurred in responding to such request.

Because RPC CPAs + Consultants, LLP may be required to remain independent, you agree that RPC CPAs + Consultants, LLP will not be required to undertake any task or function which we believe, based on our judgment, would impair independence required under the Code of Professional Conduct of the AICPA, any pronouncements of banking regulators and the United States Securities and Exchange Commission, or other relevant rules.

We appreciate the opportunity to be of service to the City. This letter confirms the services you have asked our firm to perform and the terms under which we have agreed to do that work. **Please read this letter carefully because it is important to both our firm and to you that you understand the scope of our work. In other words, we want you to know the limitation of the services you have asked us to perform.** If any part of this letter is unclear or if you believe we have misunderstood the services you are expecting, please call to discuss this letter before you sign it. If you agree with the terms of this letter and the attachment, please sign below and forward the original to us in the envelope enclosed.

Sincerely,

RPC CPAs + Consultants, LLP

RESPONSE:

This letter correctly sets forth the understanding of the City of Socorro, Texas.

By:_____

Title:_____

Date:_____

ITEM 21

DATE: October 14, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Adriana Rodarte

SUBJECT: DISCUSSION AND ACTION ON MUNICIPAL JUDGE SALARY DESCRIPTION, SALARY AND MINIMUM QUALIFICATIONS AUTHORIZE CITY MANAGER OR HER DESIGNEE TO SEARCH FOR A CANDIDATE.

SUMMARY

Municipal Judge's Contract was not approved for renewal, staff needs council directive on Municipal Judge's Search criteria. Below is the current criteria that was approved by council November 8th 2013.

Municipal Court Judge Salary 40,000.00

General Purpose and Description:
In accordance to the law, serve as a Municipal Judge reporting to City Manager. Serves on call as scheduled to, as judge for all cases coming before the Municipal Court and attend to the entry of appropriate rulings, orders, and judgments.

Duties, Functions and Responsibilities:
Serve on call, as scheduled, shall have jurisdiction within the territorial limits of the City for cases involving misdemeanor offenses with all powers and duties granted by laws of the State of Texas. The Municipal Court has jurisdiction over those matters provided by City Ordinance in addition to those powers conferred by State Law.

Minimum Qualifications:
Individual must be a licensed attorney in good standing in the State of Texas. Considerable knowledge of: of Texas State Law and City of Socorro Ordinances governing misdemeanor offenses, including conditions pertaining to juvenile defendants; court protocols and procedures. Ability to: adjudicate a significant volume of cases promptly and efficiently; clearly and concisely explain pertinent legal information to affected parties; fairly and impartially enforce judicial authority.

Other job Characteristics:
This is a contract on-call position for the City of Socorro Municipal Court

STATEMENT OF THE ISSUE

Same as above

FINANCIAL IMPACT

Account Code (GF/GL/Dept): GF / 05520 / 06

Funding Source: General Fund

Amount: 40,000.00

Quotes (Name/Commodity/Price) N/A

Co-op Agreement (Name/Contract#) N/A

ALTERNATIVE

N/A

STAFF RECOMMENDATION

N/A

REQUIRED AUTHORIZATION

1. **City Manager _____ Date_____**
2. **Finance Director_____Date_____**
3. **Attorney _____ Date _____**

City of Socorro
Job Description

Position

Job Title:: **Municipal Court Judge**	Department: Municipal Court
FLSA Status: **Exempt**	Salary: 40,000.00
Approved: Yes on November 8, 2013	Last Revised: November 8, 2013

General Purpose and Description:
In accordance to the law, serve as a Municipal Judge reporting to City Manager. Serves on call as scheduled to, as judge for all cases coming before the Municipal Court and attend to the entry of appropriate rulings, orders, and judgments.

Duties, Functions and Responsibilities:
Serve on call, as scheduled, shall have jurisdiction within the territorial limits of the City for cases involving misdemeanor offenses with all powers and duties granted by laws of the State of Texas. The Municipal Court has jurisdiction over those matters provided by City Ordinance in addition to those powers conferred by State Law.

Minimum Qualifications:
Individual must be a licensed attorney in good standing in the State of Texas. Considerable knowledge of: of Texas State Law and City of Socorro Ordinances governing misdemeanor offenses, including conditions pertaining to juvenile defendants; court protocols and procedures. Ability to: adjudicate a significant volume of cases promptly and efficiently; clearly and concisely explain pertinent legal information to affected parties; fairly and impartially enforce judicial authority.

Other job Characteristics:
This is a contract on-call position for the City of Socorro Municipal Court

Mayor	Date
Willie Norfleet Jr. City Manager	11-11-13 Date
Human Resource Director	11-11-13 Date
Employee	Date

Municipal Court Judge Independent Contractor Agreement (Amended)

This Municipal Court Judge Independent Contractor Agreement (Amended) (the "Agreement") is entered into between the City of Socorro (the "City") and Elia Garcia (the "Judge").

The City and the Judge (collectively the "Parties"), for and in consideration of the terms stated in this Agreement, hereby agree as follows:

1. **Services.** The Judge shall perform services under this Agreement beginning September 1, 2014, until the City terminates such Agreement, as set forth herein, or until the end of the term of office, on September 1, 2016, whichever occurs first. The City reserves the right to reappoint the Judge at the end of the term. In conformity with section 29.005 of the Texas Government Code, if the Judge is not reappointed by City Council by the 91st day following expiration of the term of office, the Judge shall serve another term of office beginning on the date the previous term of office expired. This Agreement shall be renewed upon reappointment or service for an additional term of office.

2. **Independent Contractor.** The Parties stipulate and agree that the Judge is an independent contractor and is not an employee of the City. The City does not maintain the power or right to control and direct the material details of how the Judge performs the work specified in this Agreement, although the City can and shall inform the Judge of assignments and specific cases to be heard and decided. Nothing in the Agreement prevents the Judge from performing services for other entities. As a professional, the Judge shall exercise independent judgment, based upon the Judge's training and expertise, in determining how best to accomplish any and all work to be performed under this Agreement.

3. **Certification and Credentials.** The Judge represents that any records or information provided in connection with her service as a municipal court judge are true and correct. The Judge shall provide the City, throughout the life of this Agreement, with a valid and appropriate license to practice law in the State of Texas. If the Judge's license expires, is canceled, or is revoked, this Agreement is void.

4. **Representations.** At the beginning of this Agreement, and at any time during this Agreement, the Judge agrees to submit to a review of his or her national criminal history record information, if required by the City. The Judge also agrees to notify the City, in writing, of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Judge, before or during the Judge's employment.

5. **Duties.** The Judge agrees to perform the duties of Municipal Judge for the City in conformity with the City Charter, City Ordinances and Texas State Law, for the duration of this Agreement. Such duties include presiding over cases filed or pending in Municipal Court and ensuring that all necessary procedures are followed. The Judge is also required to be available as needed for consideration of search warrants, emergency writs and orders, and other emergency items. The Judge shall handle the cases assigned by City Council or its designee. The Judge shall be provided with an office and necessary office equipment, which shall be utilized by the Judge solely when performing

services under this Agreement. Additionally, the Judge may utilize Court personnel for work to be performed under this Agreement.

6. **Outside Employment:** The Judge may undertake legal work, or other outside professional duties and obligations that do not conflict or interfere with the Judge's professional responsibilities to the City. The Judge agrees to comply with all applicable ethics rules, laws, and City policy regarding reporting potential and actual conflicts of interest. In addition, the Judge agrees to provide information regarding income from such activities to the City as necessary for financial reporting requirements.

7. **Compensation.** The City agrees to pay the Judge the total of $3,541.66 per month. This payment shall be prorated for any partial months for which services are provided.

8. **No Benefits.** The City shall provide no benefits to the Judge as the Judge is not an employee. As the Judge is not an employee of the City, the City is not obligated to pay and shall not pay any employment-related taxes and deductions. The Judge is solely responsible for the payment of any and all federal, state or local taxes required as a result of any services provided under this Agreement. The City will not provide workers' compensation insurance or any other insurance or benefits of any kind to the Judge.

9. **Expenses.** The City will not reimburse the Judge for any of the Judge's expenses, except as set forth in this paragraph. The City may, in its sole discretion, reimburse the Judge for reasonable expenses incurred for judicial training that may be required of the Judge in order to fulfill the terms of this Agreement.

10. **Termination or Suspension.** The City may suspend this Agreement, including any payment requirements, or terminate this Agreement at any time and for any reason as determined by City Council or its designee. No property interest, express or implied, is created in the continuation of this Agreement.

11. **General Provisions.**

11.1 **Amendment:** This Agreement may not be amended except by written agreement of the Parties.

11.2 **Severability:** If any provision in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement. This Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Agreement.

11.3 **Entire Agreement:** All existing agreements and contracts, both verbal and written (including any and all prior employment agreements), between the Parties are superseded by this Agreement. This Agreement, and any addenda, constitutes the entire agreement between the Parties.

11.4 **Applicable Law and Venue:** Texas law shall govern construction of this Agreement. The Parties agree that venue for any litigation relating to this Agreement shall be in El Paso County, Texas. If litigation is brought in federal court, the Parties agree that venue shall be with the El

Paso Division of the United States District Court for the Western District of Texas.

11.5 **Paragraph Headings:** The headings used at the beginning of each numbered paragraph in this Agreement are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.

12. **Notices.**

12.1 **To the Judge:** The Judge agrees to keep a current address on file with the City's human resources office. The Judge agrees that the City may meet any legal obligation it has to give the Judge written notice regarding this Agreement or the Judge's employment by hand-delivering the notice to the Judge or by sending the notice by certified mail, regular mail, and/or express delivery service to the Judge's address of record.

12.2 **To the City:** The City agrees that the Judge may meet any legal obligation he or she has to give the City written notice regarding this Agreement or the Judge's employment by providing one copy of the notice to the Mayor and one copy to the City Clerk. The Judge may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service.

I have read this Agreement and agree to abide by its terms and conditions:

Judge: Elia Garcia

Date signed: 9/08/2014

City of Socorro

By: _____
Mayor

Date signed: 9/8

1184432