




**City Council
Special Meeting
March 7, 2022**

COUNCIL COMMUNICATION

MEETING DATE: March 7, 2022	SUBJECT OF DELIBERATION: Eagle Pass Police Department Annual Racial Profiling Report	
REQUESTED BY: Federico Garza, Jr. Chief of Police 	DEPARTMENT SOURCE: Eagle Pass Police Department Alejandro Guedea, Jr. Assistant Chief of Police	
BACKGROUND: Since January 1st, 2002, the Eagle Pass Police Department in accordance with Senate Bill 1074, has complied with Texas State Law in preparing and presenting before its government body (City Council) its Annual Racial Profiling Report as mandated by SB 1074. Our Racial Profiling is prepared based on statistics from Police traffic contacts with public motorists.		
PREVIOUS ACTION: No council action is necessary; the reporting is mandated by Texas State Law.		
COST: No Cost	BUDGETED or FUNDING SOURCE: None	
RECOMMENDATION FROM DEPARTMENT DIRECTOR: Approval.		
FINANCE DIRECTOR'S COMMENTS: 		
CITY MANAGER'S COMMENTS: 		
ATTACHMENTS: EPPD Racial Profiling Report from January 1, 2021 to December 31, 2021		

Racial Profiling Report | Full

Agency Name: EAGLE PASS POLICE DEPT.
Reporting Date: 02/16/2022
TCOLE Agency Number: 323201

Chief Administrator: ALEJANDRO GUEDEA JR

Agency Contact Information:
Phone: (830) 773-9044
Email: aguedea@eaglepasstx.us

Mailing Address:
489 South Monroe Street
Bldg. A
EAGLE PASS, TX 78852

This Agency filed a full report

EAGLE PASS POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the EAGLE PASS POLICE DEPT. from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the EAGLE PASS POLICE DEPT. if the individual believes that a peace officer employed by the EAGLE PASS POLICE DEPT. has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the EAGLE PASS POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the EAGLE PASS POLICE DEPT. policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The EAGLE PASS POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article 2.133 (c), Code of Criminal Procedure during the reporting period.

Executed by: Alejandro Guedea, Jr.
Assistant Chief of Police

Date: 02/16/2022

Total stops: 3273

Street address or approximate location of the stop

City street	3058
US highway	81
County road	17
State highway	83
Private property or other	34

Was race or ethnicity known prior to stop?

Yes	12
No	3261

Race / Ethnicity

Alaska Native / American Indian	8
Asian / Pacific Islander	1
Black	21
White	2042
Hispanic / Latino	1201

Gender

Female	1141
Alaska Native / American Indian	4
Asian / Pacific Islander	1
Black	3
White	751
Hispanic / Latino	382
Male	2132
Alaska Native / American Indian	4
Asian / Pacific Islander	0
Black	18
White	1291
Hispanic / Latino	819

Reason for stop?

Violation of law	179
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	133

Hispanic / Latino	46
Preexisting knowledge	30
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	15
Hispanic / Latino	14
Moving traffic violation	2338
Alaska Native / American Indian	7
Asian / Pacific Islander	1
Black	15
White	1362
Hispanic / Latino	953
Vehicle traffic violation	726
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	5
White	532
Hispanic / Latino	188
Was a search conducted?	
Yes	90
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	0
White	64
Hispanic / Latino	25
No	3183
Alaska Native / American Indian	7
Asian / Pacific Islander	1
Black	21
White	1978
Hispanic / Latino	1176
Reason for Search?	
Consent	34
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	0
White	24

Hispanic / Latino	9		
Contraband	6		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	3		
Hispanic / Latino	3		
Probable	19		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	12		
Hispanic / Latino	7		
Inventory	25		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	22		
Hispanic / Latino	3		
Incident to arrest	6		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	3		
Hispanic / Latino	3		
Was Contraband discovered?			
Yes	57	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	1	Yes 1	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	0	Yes 0	No 0
White	36	Yes 16	No 20
Hispanic / Latino	20	Yes 2	No 18
No	33		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	28		
Hispanic / Latino	5		

Description of contraband

Drugs	42
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	0
White	28
Hispanic / Latino	13
Weapons	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	10
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	5
Hispanic / Latino	5
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	2
Result of the stop	
Verbal warning	0

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Written warning	1194
Alaska Native / American Indian	2
Asian / Pacific Islander	1
Black	7
White	753
Hispanic / Latino	431
Citation	2033
Alaska Native / American Indian	5
Asian / Pacific Islander	0
Black	14
White	1251
Hispanic / Latino	763
Written warning and arrest	4
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	4
Hispanic / Latino	0
Citation and arrest	42
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	0
White	34
Hispanic / Latino	7
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	27
Alaska Native / American Indian	1
Asian / Pacific Islander	0

Black	0
White	25
Hispanic / Latino	1
Violation of Traffic Law	17
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	11
Hispanic / Latino	6
Violation of City Ordinance	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Outstanding Warrant	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	11
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	7
Hispanic / Latino	4
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	3262
Alaska Native / American Indian	8
Asian / Pacific Islander	1
Black	21
White	2035
Hispanic / Latino	1197

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input checked="" type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

EAGLE PASS POLICE DEPT.

01. Total Traffic Stops:	3273	
02. Location of Stop:		
a. City Street	3058	93.43%
b. US Highway	81	2.47%
c. County Road	17	0.52%
d. State Highway	83	2.54%
e. Private Property or Other	34	1.04%
03. Was Race known prior to Stop:		
a. NO	3261	99.63%
b. YES	12	0.37%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	8	0.24%
b. Asian/ Pacific Islander	1	0.03%
c. Black	21	0.64%
d. White	2042	62.39%
e. Hispanic/ Latino	1201	36.69%
05. Gender:		
a. Female	1141	34.86%
i. Alaska/ Native American/ Indian	4	0.12%
ii. Asian/ Pacific Islander	1	0.03%
iii. Black	3	0.09%
iv. White	751	22.95%
v. Hispanic/ Latino	382	11.67%
b. Male	2132	65.14%
i. Alaska/ Native American/ Indian	4	0.12%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	18	0.55%
iv. White	1291	39.44%
v. Hispanic/ Latino	819	25.02%
06. Reason for Stop:		
a. Violation of Law	179	5.47%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%

Racial Profiling Analysis Report

iii. Black	0	0.00%
iv. White	133	74.30%
v. Hispanic/ Latino	46	25.70%
b. Pre-Existing Knowledge	30	0.92%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	3.33%
iv. White	15	50.00%
v. Hispanic/ Latino	14	46.67%
c. Moving Traffic Violation	2338	71.43%
i. Alaska/ Native American/ Indian	7	0.30%
ii. Asian/ Pacific Islander	1	0.04%
iii. Black	15	0.64%
iv. White	1362	58.25%
v. Hispanic/ Latino	953	40.76%
d. Vehicle Traffic Violation	726	22.18%
i. Alaska/ Native American/ Indian	1	0.14%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	5	0.69%
iv. White	532	73.28%
v. Hispanic/ Latino	188	25.90%
07. Was a Search Conducted:		
a. NO	3183	97.25%
i. Alaska/ Native American/ Indian	7	0.22%
ii. Asian/ Pacific Islander	1	0.03%
iii. Black	21	0.66%
iv. White	1978	62.14%
v. Hispanic/ Latino	1176	36.95%
b. YES	90	2.75%
i. Alaska/ Native American/ Indian	1	1.11%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	64	71.11%
v. Hispanic/ Latino	25	27.78%
08. Reason for Search:		
a. Consent	34	1.04%

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i. Alaska/ Native American/ Indian	1	2.94%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	24	70.59%
v. Hispanic/ Latino	9	26.47%
b. Contraband in Plain View	6	0.18%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	3	50.00%
v. Hispanic/ Latino	3	50.00%
c. Probable Cause	19	0.58%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	12	63.16%
v. Hispanic/ Latino	7	36.84%
d. Inventory	25	0.76%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	22	88.00%
v. Hispanic/ Latino	3	12.00%
e. Incident to Arrest	6	0.18%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	3	50.00%
v. Hispanic/ Latino	3	50.00%

09. Was Contraband Discovered:

YES	57	1.74%
i. Alaska/ Native American/ Indian	1	1.75%
Finding resulted in arrest - YES	1	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	0	0.00%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iv. White	36	63.16%
Finding resulted in arrest - YES	16	
Finding resulted in arrest - NO	20	
v. Hispanic/ Latino	20	35.09%
Finding resulted in arrest - YES	2	
Finding resulted in arrest - NO	18	
b. NO	33	1.01%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	28	84.85%
v. Hispanic/ Latino	5	15.15%
10. Description of Contraband:		
a. Drugs	42	1.28%
i. Alaska/ Native American/ Indian	1	2.38%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	28	66.67%
v. Hispanic/ Latino	13	30.95%
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	1	0.03%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
d. Alcohol	10	0.31%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	5	50.00%

Racial Profiling Analysis Report

v. Hispanic/ Latino	5	50.00%
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	5	0.15%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	3	60.00%
v. Hispanic/ Latino	2	40.00%
11. Result of Stop:		
a. Verbal Warning	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Written Warning	1194	36.48%
i. Alaska/ Native American/ Indian	2	0.17%
ii. Asian/ Pacific Islander	1	0.08%
iii. Black	7	0.59%
iv. White	753	63.07%
v. Hispanic/ Latino	431	36.10%
c. Citation	2033	62.11%
i. Alaska/ Native American/ Indian	5	0.25%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	14	0.69%
iv. White	1251	61.53%
v. Hispanic/ Latino	763	37.53%
d. Written Warning and Arrest	4	0.12%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	4	100.00%
v. Hispanic/ Latino	0	0.00%

Racial Profiling Analysis Report

e. Citation and Arrest	42	1.28%
i. Alaska/ Native American/ Indian	1	2.38%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	34	80.95%
v. Hispanic/ Latino	7	16.67%
f. Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
12. Arrest Based On:		
a. Violation of Penal Code	27	0.82%
i. Alaska/ Native American/ Indian	1	3.70%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	25	92.59%
v. Hispanic/ Latino	1	3.70%
b. Violation of Traffic Law	17	0.52%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	11	64.71%
v. Hispanic/ Latino	6	35.29%
c. Violation of City Ordinance	1	0.03%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
d. Outstanding Warrant	1	0.03%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	3262	99.66%
i. Alaska/ Native American/ Indian	8	0.25%
ii. Asian/ Pacific Islander	1	0.03%
iii. Black	21	0.64%
iv. White	2035	62.39%
v. Hispanic/ Latino	1197	36.70%
b. YES	11	0.34%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	7	63.64%
v. Hispanic/ Latino	4	36.36%
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	0.00%
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	0.00%
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	0.00%

14. Total Number of Racial Profiling Complaints Received: 0

REPORT DATE COMPILED 02/16/2022

ORDINANCE NO. 2022-

AN ORDINANCE AMENDING APPENDIX A (ZONING ORDINANCE) OF THE CITY OF EAGLE PASS, TEXAS TO AMEND SECTION 6 (D) INTENSITY OF USE FOR R-2 RESIDENTIAL DISTRICTS; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS:

SECTION 1. That Appendix A (Zoning Ordinance), Section 6 (D) of the City's Code of Ordinances is hereby amended to read as follows:

Sec. 6. "R-2" Second one-family dwelling district

D. Intensity of use:

- (1) Every lot or tract of land shall have an area of not less than five thousand five hundred (5,500) square feet and an average width of not less than fifty-five (55) feet, except that if a lot or tract should have less area or width than is herein required and its boundary lines along their entire length should touch lands under other ownership on the effective date of the ordinance from which this section is derived and shall not have been changed since said date, such parcel of land may be used for a single-family dwelling.

SECTION 2. Severability. If any phrase, clause, sentence, paragraph or section of this Ordinance is declared unconstitutional or unlawful by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the phrases, clauses, sentences, paragraphs, and sections would have been enacted by the city council without the incorporation in this Ordinance of any such unconstitutional or unlawful phrase, clause, sentence, paragraph, or section.

SECTION 3. This Ordinance shall be in full force and effect from and after its final passage and publication thereof, in accordance with the City Charter of the City of Eagle Pass.

READ, PASSED, AND APPROVED ON FIRST READING on this 7th Day of March, A.D., 2022.

ATTEST:

Rolando Salinas
Mayor

Imelda B. Rodriguez
City Secretary

AYES:
NAYS:
ABSTAINED:
ABSENT:

READ, PASSED, AND APPROVED ON SECOND READING, this 15th Day of March, A.D., 2022.

ATTEST:

Rolando Salinas
Mayor

Imelda B. Rodriguez
City Secretary

AYES:
NAYS:
ABSTAINED:
ABSENT:

READ, PASSED, AND APPROVED ON THIRD AND FINAL READING this 17th Day of March A.D., 2022.

ATTEST:

Rolando Salinas
Mayor

Imelda B. Rodriguez
City Secretary

AYES:
NAYS:
ABSTAINED:
ABSENT:

APPROVED AS TO FORM AND LEGALITY:

Langley & Banack, Inc.
City Attorney

ORDINANCE NO. 2022-

AN ORDINANCE AMENDING SECTION 22-92, ARTICLE VI, CHAPTER 22 (STREETS, SIDEWALKS AND OTHER PUBLIC PLACES) OF THE CODE OF ORDINANCES OF THE CITY OF EAGLE PASS BY ADDING NEW SUBSECTION (2) g., AND AMENDING SUBSECTION (6) a. and f. TO SET NEW LIABILITY COVERAGE, POLICIES, PROCEDURES, AND FEES FOR LEAGUES ; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Section 22-92, Chapter 22, (Streets, Sidewalks and other Public Places) of the Code of Ordinances of the City of Eagle Pass which regulates schedule of fees/rentals for Other city-owned buildings, equipment and facilities needs.

WHEREAS, the City Council of the City of Eagle Pass is of the opinion that it is in the best interest of the City to effect such fees in order to promote orderly development of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS, as follows:

SECTION 1. Section 22-92, Article VI, Chapter 22 (Streets, Sidewalks and other Public Places) of the Code of Ordinances of the City of Eagle Pass is hereby amended by adding new subsection (2) g. to read as follows:

Sec. 22-92 Other city-owned buildings, equipment and facilities.

(2) Fields and courts;

g. **Under the discretion of the city manager, the city may request liability coverage for the operation of tournaments and leagues. As well as adopt policies and procedures pertaining to the safety and well-being of participants.**

SECTION 2. Section 22-92, Article VI, Chapter 22 (Streets, Sidewalks and other Public Places) of the Code of Ordinances of the City of Eagle Pass is hereby amending subsection (6) a. and f. to read as follows and the rest remains the same:

Sec. 22-92 Other city-owned buildings, equipment, and facilities.

(6) Recreation participation fees;

- a. School-based Sport leagues participation, per participant\$40.00
- f. Other recreational sports leagues participation, per participant The city manager is authorized to set or amend fee deemed appropriate for such leagues.

SECTION 3. Severability. If any phrase, clause, sentence, paragraph or section of this Ordinance is declared unconstitutional or unlawful by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the phrases, clauses, sentences, paragraphs, and sections would have been enacted by the city council without the incorporation in this Ordinance of any such unconstitutional or unlawful phrase, clause, sentence, paragraph, or section.

SECTION 4. This Ordinance shall be in full force and effect from and after its final passage and publication thereof, in accordance with the City Charter of the City of Eagle Pass.

READ, PASSED, AND APPROVED ON FIRST READING, on this 7th Day of March, A.D., 2022.

ATTEST:

Rolando Salinas
Mayor

Imelda B. Rodriguez
City Secretary

AYES:
NAYS:
ABSTAINED:
ABSENT:

READ, PASSED, AND APPROVED ON SECOND READING, this 15th Day of March, A.D., 2022.

ATTEST:

Rolando Salinas

Imelda B. Rodriguez

Mayor

City Secretary

AYES:

NAYS:

ABSTAINED:

ABSENT:

READ, PASSED, AND APPROVED ON THIRD AND FINAL READING this 17th Day of March, A.D., 2022.

ATTEST:

Rolando Salinas
Mayor

Imelda B. Rodriguez
City Secretary

AYES:

NAYS:

ABSTAINED:

ABSENT:

APPROVED AS TO FORM AND LEGALITY:

Langley & Banack, Inc.
City Attorney

RESOLUTION NO. 2022-R

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EAGLE PASS AUTHORIZING
APPROVAL OF PROPOSED TEXAS STATEWIDE
OPIOID SETTLEMENT AGREEMENTS**

WHEREAS, the City Council of Eagle Pass obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, "Defendants") have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs in the past to the City Eagle Pass and will undoubtedly result in significant financial costs in the future; and

WHEREAS, the City Council of Eagle Pass brought or has investigated claims against (1) Endo Health Solutions, Inc., Endo Pharmaceuticals Inc., Endo International plc, Par Pharmaceutical Inc., or Par Pharmaceutical Companies, Inc. ("Endo Defendants"); (2) Teva Pharmaceutical Industries, Ltd., Teva Pharmaceuticals USA, Inc., Watson Laboratories, Inc., Actavis LLC, Actavis Pharma, and certain other defendants related to potentially released claims ("Actavis Defendants"; (3) McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation ("Distributor Defendants"), and (4) other defendants in the opioid supply chain in *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, currently pending in the 152d District Court of Harris County, Texas and/or removed pending remand; and

WHEREAS, on January 14, 2022, the Endo Defendants in the opioid litigation brought by the City, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Corrected Endo/Par Texas State-Wide Opioid Settlement Agreement and Settlement Term Sheet (hereafter, the Texas Endo Settlement); and

WHEREAS, on January 14, 2022, the Teva Defendants in the opioid litigation brought by the City, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement in Principle to be entitled Teva Texas State-Wide Opioid Settlement and Consent Judgment (hereafter, the Texas Teva Agreed Judgment); and

WHEREAS, on January 26, 2022, the Distributor Defendants in the opioid litigation brought by the City, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement in Principle to be entitled Distributors Texas Settlement Agreement (hereafter, the Texas Distributor Settlement); and

WHEREAS, Special Counsel and the State of Texas have recommended that the City Council of Eagle Pass support the adoption and approval the Texas Endo Settlement in its entirety, the Texas Teva Agreed Judgment as proposed, and the Texas Distributor Settlement as proposed; and

WHEREAS, even though the payments from the settlements reflect partial compensation to the City of Eagle Pass for the past damages it has suffered or the future damages it is likely to incur, given the risks of litigation, the fact that this is a settlement with three groups of Defendants, the fact that it is to the benefit of Texas and the City of Eagle Pass and its residents, and that it reduces the risks associated with protracted litigation;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS, has determined that:

Section 1. Support the adoption and approval the Texas Endo Settlement in its entirety; and

Section 2. Support the adoption and approval the Texas Teva Agreed Judgment in its entirety; and

Section 3. Support the adoption and approval the Texas Distributor Settlement in its entirety; and

Section 4. Authorize the City to execute the Texas Release for the Texas Endo Settlement; and

Section 5. Authorize the City to execute the Texas Release for the Texas Teva Settlement, to be held by Counsel in escrow until the Effective Date of the Settlement; and

Section 6. Authorize the City to execute the Texas Release for the Distributor Settlement, to be held by Counsel in escrow until the Effective Date of the Settlement; and

Section 7. Finds as follows:

a. There is a substantial need for repayment of past opioid-related expenditures and payment to help abate current and future opioid-related harms in and about the City of Eagle Pass, Texas; and

b. The City Council of Eagle Pass supports in its entirety the Texas Endo Settlement, and the proposed Texas Teva Agreed Judgment and the proposed Texas Distributor Settlement. The City Council of Eagle Pass understands that the purpose of each Settlement is to effectuate resolution of the Opioid Litigation against the Endo Defendants, the Teva Defendants, and the Distributor Defendants. We also understand that an additional purpose is to ensure the effective means of distributing any potential settlement funds obtained under settlements in Texas and under the jurisdiction of Texas Courts in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this city and throughout Texas.

The City Council of Eagle Pass is hereby authorized to approve and accept the Texas Endo Settlement, the Texas Teva Agreed Judgment, and the Texas Distributor Settlement as set forth herein.

_____ for the City Council of Eagle Pass is hereby authorized to execute and deliver the settlement documents recommended for approval by Special Counsel in the above referenced case

and to approve such terms and provisions for the full and final settlement of all matters set forth therein.

READ, PASSED AND APPROVED this 8th Day of March, A.D., 2022.

ATTEST:

Rolando Salinas
Mayor

Imelda B. Rodriguez
City Secretary

RESOLUTION NO. 2022-R

A RESOLUTION APPOINTING MEMBERS TO THE MAIN STREET ADVISORY BOARD OF THE CITY OF EAGLE PASS

WHEREAS, Resolution No. 2010-01R established the Main Street Advisory Board of the City of Eagle Pass; and

WHEREAS, the term of office of all Board Members expired on January 5, 2022; and

WHEREAS, the qualifications for persons interested to serve in this Board are: 1) a demonstrated interest in the program’s purpose and its goals, 2) experience and/or knowledge of administration, finance, program development, advertising, public relations, downtown business activity, communications, design or economic restructuring, 3) representative of a public or private organization in the community or a segment of the community, and 4) provide 10 hours of time per month to the Main Street Program; and

WHEREAS, the persons named herein fulfill the above qualifications.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS, that:

SECTION 1. The persons herein listed are hereby appointed as Members of the Main Street Advisory Board of the City of Eagle Pass:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. Mayor Rolando Salinas, Ex-Officio Member

SECTION 2. Mayor Rolando Salinas shall serve as an ex-officio member and shall have voting rights. The term of office for the above-mentioned members shall be for two years and shall expire on January 5, 2024.

SECTION 3. The Main Street Advisory Board shall adhere to the responsibilities and guidelines of Resolution No. 2010-01R and the Texas Main Street Program.

READ, PASSED, AND APPROVED this 1st Day of March, A.D., 2022.

ATTEST:

Rolando Salinas
Mayor

Imelda B. Rodriguez
City Secretary

MUTUAL ASSISTANCE AGREEMENT

This Agreement made and entered into by and between the City of Eagle Pass, hereinafter referred to as "CITY", a municipal corporation organized and existing by virtue of the Laws of the state of Texas, acting herein by and through herein by and through its City Council, pursuant to a resolution duly passed, and Eagle Pass Detention Facility, herein after referred to as "FACILITY", by and through The GEO Group, Inc.

Whereas, each of the parties to this Agreement maintain personnel and equipment for the preservation of peace within its own jurisdiction; and

Whereas, the parties hereto desire to augment the enforcement of security and control available in and to their various establishments, districts, agencies, and municipalities; and

Whereas, the land or districts of the parties hereto are adjacent or contiguous so that mutual assistance, in the event of an emergency, is deemed feasible; and

Whereas, it is the policy of the Facility and the City to enter into such agreements whenever practicable;

Whereas, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this Agreement to render assistance to one another to maintain safety, security, and control:

Now therefore, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained, it is mutually agreed as follows:

1. CITY, by and through its Fire Department agrees to provide solely EMS and Fire Protection services to FACILITY, and to respond to all such incident calls in accordance with the terms of this Agreement.
2. Whenever an agency belonging to a Party to this Agreement ("AGENCY"), by and through its authorized representatives, shall request assistance under the terms of this agreement, that agency is authorized to do so, and the Party receiving the request shall forthwith take the following action:
 - a. Immediately determine if the requested personnel or equipment can be spared in response to the call;
 - b. Determine the exact personnel and equipment to be assigned in accordance with the detailed plans and procedures of operation drawn in accordance with this Agreement by the authorized representatives of each Party;
 - c. Forthwith, dispatch the personnel and equipment requested, or such personnel and equipment that can be spared, with complete instructions as to the plans and procedures in accordance with the terms of this Agreement.

3. The rendering of assistance under the terms of this Agreement shall not be mandatory, but the Party receiving the request for assistance should immediately notify the requesting Party if assistance cannot be rendered.
4. It is specifically acknowledged between the Parties hereto that all Fire Department employees authorized and assigned pursuant to this agreement are employees of the **CITY** and as such are subject to the control and under the direction of the **CITY** or its designated officials in the performance of said services. **CITY** shall have complete control of all equipment and/or personnel in going to, during, and returning from any incident request.
5. The authorized representatives of the parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each party's area of responsibility for guided familiarization tours as feasible, to jointly conduct planning and training sessions and/or drills.
6. The authorized representatives of the Parties to this Agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this Agreement. Such plans and procedures of operations shall become effective upon ratification by the signatories.
7. The term of this Agreement shall begin on the date it is signed by the last of the two parties to this Agreement and shall continue in full force and effect until terminated.
8. Either party may terminate this Agreement for convenience at any time for any reason by giving the other party thirty (30) calendar days' written notice. This Agreement may be also terminated by mutual agreement and consent, in writing, by both parties.
9. No modification or amendment to this Agreement shall become valid unless in writing and signed by both parties.
10. **CITY** is a governmental unit that is prohibited by law from indemnifying other parties pursuant to provisions of the Texas Constitution and applicable Texas Attorney-General opinions. Notwithstanding anything appearing elsewhere to the contrary, there shall be no special assumption of liability, and no indemnification or "holding harmless" of **FACILITY**, or any other party, by **CITY** under the Agreement as herein modified, regardless of how characterized.
11. Neither Party to this Agreement shall have any liability whatsoever for the actions or omissions of an individual employed or contracted by the other Party, regardless of where the individual's action or omission occurred. Each Party is solely responsible for the actions or omissions of its employees and agents; however, such responsibility is only to the extent required by Texas law.

12. The Parties agree that this Agreement and any amendments thereto shall be governed by Texas law. Notwithstanding anything appearing elsewhere to the contrary, all questions of CITY powers, privileges and immunities (including immunity from suit and damages), choice of law, limitations periods, access to courts and liability for attorney's fees shall be governed by the internal laws and regulations of the State of Texas, and none of such shall be deemed waived by reason of execution of the Agreement. The parties hereby stipulate the non-exclusive jurisdiction and venue of the courts of competent jurisdiction of Maverick County, Texas for any matter related to the Agreement or the United States District Courts for the Western District of Texas.
13. It is understood and agreed that nothing in this Agreement will be construed as authorization for either Party to act as the agent for the other Party.
14. If one or more provisions of this Agreement is held invalid, unenforceable, or illegal in any respect, the remaining provisions of this Agreement shall remain valid and in full force and effect.
15. The signatories hereby represent and warrant that they have full and complete authority to execute this Agreement.

EAGLE PASS DETENTION

CITY OF EAGLE PASS

FACILITY

By: Kenneth Reagan

By: _____

Name: [Signature]

Name: _____

Title: Facility Administrator

Title: _____

Date: 2/17/2022

Date: _____