

CITY OF EL PASO, TEXAS

DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)

CITY CLERK DEPT.

DEPARTMENT: El Paso Police Department

07 APR -9 PM 2:01

AGENDA DATE: April 17, 2007

CONTACT PERSON/PHONE: Assistant Chief Paul Cross

DISTRICT(S) AFFECTED: All

SUBJECT:

AUTHORIZE the Mayor to execute an Inter-local Agreement with the County of El Paso to assign a City police officer as a surveillance officer for the DWI Drug Court Intervention and Treatment Program. The inter-local agreement provides for the City to be reimbursed in an amount not to exceed \$51,597.00 for the officer's salary and benefits.

BACKGROUND / DISCUSSION:

WHEREAS, The City and County of El Paso have seen a decrease in alcohol abuse resulting from participation of consumers in the DWI Drug Court Intervention and Treatment Program.

WHEREAS, The City and County of El Paso have seen a decrease in DWI recidivism resulting from participation of consumers in the DWI Drug Court Intervention and Treatment Program.

WHEREAS, The City and County of El Paso further finds that the Inter-local Agreement is in the best interest of its citizens by making adults accountable for their actions, bringing about a behavioral change that ends DWI recidivism, stops abuse of alcohol, and protects the public; to treat victims of DWI adults in a fair and just way; and to educate the public about the benefits of DWI Courts for the communities they serve.

PRIOR COUNCIL ACTION:

No previous Council action.

AMOUNT AND SOURCE OF FUNDING:

WHEREAS, the County has received a Governor's DWI Drug Court Intervention and Treatment Program \$51,597.00 grant until August 31, 2007.

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required)

[Signature]
*****, Asst. City Attorney

FINANCE: (if required)

DEPARTMENT HEAD:

A/C Paul Cross for Chief Cross 4-9-07
(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

OTHER:

(Example: if RCA is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

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RESOLUTION

That the Mayor be authorized to sign an Interlocal Agreement by and between the City of El Paso and the County of El Paso for DWI Drug Court Intervention and Treatment Program Surveillance Officer assigning a city police officer to the Court to perform the services of Surveillance Officer under the program, and the County will reimburse the City for said services under the DWI Drug Court Intervention and Treatment Program.

ADOPTED this 17th day of April, 2007.

THE CITY OF EL PASO

John Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Ernesto Rodriguez
Assistant City Attorney

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07 APR 11 AM 9:56

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

**INTERLOCAL AGREEMENT FOR
DWI DRUG COURT INTERVENTION & TREATMENT PROGRAM
SURVEILLANCE OFFICER**

This Agreement is made and entered into this _____ day of April, 2007, by and between the County of El Paso, hereinafter referred to as "County", with the agreement, consent, and participation of County Criminal Court Number 2, hereinafter referred to as the "the Court", and the City of El Paso, Texas, a home-rule municipal corporation hereinafter referred to as "City", under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code.

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, the County and the City are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this agreement and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, the County has received a DWI Drug Court Intervention and Treatment Program Grant which provides for payment of a Surveillance Officer to assist the Court in the Program activities with eligible participants; and

WHEREAS, the County and the City recognize that a consolidated effort in the intervention and treatment of drug and alcohol addiction are in each party's best interest, in the best interest of the citizens of the City and County of El Paso, and that this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, the County and the City specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

NOW THEREFORE, in consideration of the terms and conditions herein which fairly compensate the performing party, it is mutually agreed as follows:

1. PURPOSE OF AGREEMENT.

The purpose of this Agreement is to state the terms and conditions under which the City will assign a city police officer to the Court to perform the services of Surveillance Officer as described below, and the County will reimburse the City for said services, all in furtherance of the DWI Drug Court Intervention and Treatment Program (hereafter "the Program").

2. DUTIES OF THE CITY AND THE SURVEILLANCE OFFICER.

The City, by and through the El Paso Police Department, shall assign a city police officer to perform Surveillance Officer services to the Court and the Program participants. The Surveillance Officer shall perform unannounced monitoring of the activities of the Program participants, make curfew checks, conduct random home visits to monitor abstinence, and shall administer urinalysis and BAC testing. The Officer shall also attend meetings, DWI Drug Court review hearings and staffings, and shall prepare weekly reports to the Court and keep the Court Case Manager informed of any participant violations or issues.

3. DUTIES OF THE COURT.

The Court shall provide Program guidelines and participant information to the Surveillance Officer and shall monitor the activities of the Officer.

4. DUTIES OF THE COUNTY.

The County shall reimburse the cost of salary and benefits for the Surveillance Officer to the City as provided below.

5. BILLING AND PAYMENT.

5.1 The City shall bill the County and provide payroll information for the Surveillance Officer to the Court Case Manager. Said billing shall be submitted monthly by the 10th of the month for the Officer's completed pay periods for the previous month.

5.2 Within 30 days of billing, the County shall reimburse the actual cost of salary and benefits for the Surveillance Officer to the City in an amount not to exceed \$51,497.00 until August 31, 2007. Thereafter, the County shall reimburse the actual cost of salary and benefits for the Surveillance Officer to the City in an amount not to exceed that budgeted for the Surveillance Officer in the then current DWI Drug Court Intervention and Treatment Program Grant obtained by the County.

5.3 On or before August 1st of each year during the term of this Agreement, the County shall notify the City regarding the amount budgeted for the Surveillance Officer in the upcoming DWI Drug Court Intervention and Treatment Program Grant obtained by the

8.3 All persons that are signatories to this Agreement represent that they have authority to enter into this Agreement and bind their respective organizations thereto.

8.4 This writing constitutes and expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by both/all parties.

IN WITNESS WHEREOF this Agreement has been executed on behalf of the County of El Paso, County Criminal Court Number 2, and the City of El Paso in the manner provided by law.

ATTEST

THE COUNTY OF EL PASO

County Clerk

By _____
County Judge Anthony Cobos
Date: _____

ATTEST

THE CITY OF EL PASO

City Clerk

By _____
Mayor John Cook
Date: _____

APPROVED AS TO FORM:

COUNTY CRIMINAL COURT NUMBER 2

Assistant County Attorney

Judge Robert Anchondo
Date: _____


Ernesto Rodriguez
Assistant City Attorney

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07 APR 11 AM 9:56