CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: **POLICE**

AGENDA DATE: **4/26/2011**

CONTACT PERSON NAME AND PHONE NUMBER: **Assistant Chief Eric Shelton/ 564-7309**

DISTRICT(S) AFFECTED: **Citywide**

SUBJECT:
That the City Manager be authorized to sign an amendment to Interlocal Agreement between the City of El Paso, County of El Paso, Socorro Police Department and Horizon Police Department to submit a joint application to the U.S. Department of Homeland Security – Operation Stonegarden 2010. The amendment is to reflect actual available amount of $3,449,715.00. The funds received under the Operation Stonegarden 2010 program will be shared proportionally as described in Attachment A. The funding agency requires an Interlocal Agreement to be submitted. No cash match required.

BACKGROUND / DISCUSSION:
The funds received under the Operation Stonegarden 2010 program will be shared proportionally as described in Attachment A.

PRIOR COUNCIL ACTION:
Yes. The original Interlocal Agreement and accompanying Resolution were approved on March 23, 2010. Original amount applied for was $5,098,225.00. Additionally, the City of El Paso received funds from Operation Stonegarden in FY2009.

AMOUNT AND SOURCE OF FUNDING:
Federal request is for $3,449,715.00; to be shared proportionally as described in Attachment A.

BOARD / COMMISSION ACTION:
N/A

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

DEPARTMENT HEAD:

_____

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign an amended Interlocal Agreement between the City of El Paso, County of El Paso, Socorro Police Department and Horizon Police Department to submit a joint application to the U.S. Department of Homeland Security – Operation Stonegarden 2010, in the amount of $3,449,715.00. If the Operation Stonegarden 2010 Grant Award is less than the amount requested, and is not allocated specifically between the parties, the Operation Stonegarden Grant Award will be shared proportionally in the same proportion as the funds requested as described in Attachment A. The City grant funds will be utilized to enhance the capability of the El Paso Police Department to detect, prevent, and deter terrorists, weapons of mass destruction, transnational gangs, and smuggling of contraband. These efforts are expected to reduce crime in the border community to ultimately improve the quality of life for the residents in the City of El Paso. That the City Manager or her designee be authorized to sign and grant related paperwork, including all understandings and assurances contained therein, and accept, reject, alter, or terminate the resulting grant, authorize budget transfers and submit necessary revisions to the operational plan. No cash match in required.

ADOPTED this 26th day of April, 2011.

CITY OF EL PASO

_____
John Cook, Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

_____
John R. Batoon
Assistant City Attorney

STATE OF TEXAS)
) **INTERLOCAL AGREEMENT**
COUNTY OF EL PASO)

This agreement is entered into on the _____ day of _____ 2011, by and between the County of El Paso, Texas, hereinafter called "County" and the City of El Paso, Texas, hereinafter called "City", Socorro Police Department, hereinafter called "SPD", and Horizon Police Department, hereinafter called "HPD".

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, Operation Stonegarden ("OPSG") is funded by the Department of Homeland Security ("DHS") and led by the Customs and Border Protection Border Patrol, to support overtime, per diem, and lodging for operational purposes to state, local, and tribal agencies for the purpose of enhancing border security and to enhance cooperation and coordination between Federal, State, and local law enforcement agencies in a joint mission to secure the U.S. borders along routes of ingress and egress leading to and from the U.S./Mexico border; and

Whereas, the El Paso County Sheriff's Office ("EPCSO"), as the lead agency, and the El Paso Police Department ("EPPD"), Socorro Police Department ("SPD") and Horizon Police Department ("HPD") have agreed to submit a joint application to OPSG for a grant award (the "OPSG Grant") to enhance their capability to detect, prevent, and deter terrorists, weapons of mass effect, transnational gangs, smuggling of contraband, and human trafficking; and

Whereas, the EPCSO will be the lead participating agency for application and administration of funds for the OPSG Grant; and

Whereas, if the OPSG Grant is awarded, officers performing duties under the OPSG Grant will enhance border security, supporting the DHS mission and the National Border Patrol Strategy, notwithstanding, the EPCSO , EPPD, SPD and HPD will not be involved in immigration enforcement; and

Whereas, such a consolidated effort to reduce crime in the border community will ultimately improve the quality of life for the residents in the City and County of El Paso, Texas; is in each party's best interest and that of the public; and will increase the effective and efficient functioning of each party ; and

Whereas, the County and the City of El Paso, City of Socorro and the City of Horizon 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;

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

1. The County will prepare and submit an application for funds under OPSG in the total amount of $3,449,715.00 as described in Attachment A, attached hereto and incorporated herein by reference. The funds received will be allocated as described therein, or as allocated by the OPSG Grant Award, if different. If the OPSG Grant Award is less than the amount requested, and is not allocated specifically between the parties, the OPSG Grant Award will be shared proportionally in the same proportion as the funds requested as described in Attachment A. The County and City agree to use their respective share of the OPSG Grant Award only for eligible costs under the OPSG Grant, and to comply with all grant requirements. The parties agree that they shall not use OPSG funds to supplant inherent routine patrol and law enforcement operation or activities to perform other activities not directly related to providing an enhanced law enforcement presence in the City and County of El Paso, Texas.

2. The City, SPD and HPD agrees it will comply with the provisions of the OPSG Grant and provide to the County any information that the County will need to submit to the reports as required under the OPSG Grant.

3. This Agreement shall become effective upon the award to and acceptance by the County of the OPSG Grant and shall remain in effect until the expiration of the OPSG Grant. In the event that no OPSG Grant is awarded, this agreement shall be void.

4. Each agency shall submit claims or invoices on agency letterhead to the County, no later than thirty (30) working days from the last day of the month for which payment is requested. Each agency's claims or invoices shall account separately for the receipts and expenditures of any and all funds received pursuant to this contract. Each invoice submitted by each agency shall be paid within 30 days of receipt by the County.

5. The City, SPD or HPD shall maintain and make available for inspection, audit or reproduction, by an authorized representative of the County, state, or federal government, books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called Records. In particular, each agency shall maintain financial and supporting documents, statistical records and any other Records pertinent to the services for which a claim or expense report has been submitted. The Records and documents must be kept for a minimum of three years after the end of the contract period, or longer if otherwise required by law. If any litigation, claim or audit involving these records commences before the three year period expires, the City must keep records and documents for not less than three years or until all litigation, claims or audit findings are resolved.

6. The County, City, SPD and HPD agree to observe all local, federal and state laws, rules and regulations that in any manner affect or govern the procurement of goods and services necessitated to carry out this Agreement and the services to be performed under this Agreement

7. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

8. A waiver by any party to this Agreement of any breach of any provision of this Agreement shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. Each party reserves, and does not waive, its respective rights of immunity and similar rights and does not waive its rights under the applicable statutes. No provision of this agreement that imposes an obligation or restriction on either party not permitted by applicable law shall be enforceable. Therefore, this agreement is not intended to alter or reallocate any defense or immunity authorized or available to either party under law.

10. This agreement is entered into in El Paso County, Texas and venue for the enforcement of this agreement shall lie in El Paso County, Texas. The laws of the State of Texas shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and performance under it.

11. This document expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by the parties.

12. This agreement may not be assigned by either party in whole or in part.

13. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this agreement shall not create any rights in any party not a signatory hereto.

14. Should any term or provision of this agreement be declared invalid by a court of competent jurisdiction, the parties intend that all other terms and provisions of this agreement should be valid and binding and have full force and effect as if the invalid portion had not been included. If any word, phrase, clause, paragraph, sentence, part or provision of this agreement or application thereof to any person or circumstance shall be held to be invalid or unconstitutional, the remainder of the agreement shall nevertheless be valid.

15. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service post office or certified mail, return receipt requested, addressed to the respective other party at the address prescribed below or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party:

Notice shall be made to:

To the County:	County Judge County of El Paso 301 El Paso County Courthouse 500 E. San Antonio El Paso, Texas 79901
COPY TO:	El Paso County Sheriff's Office Attention: Richard D. Wiles 3850 Justice Drive El Paso, Texas 79938
CITY:	City of El Paso Attention: City Manager's Office Two Civic Center Plaza, 10th Floor El Paso, Texas 79901-1196
EPPD:	El Paso Police Department Attention: Office of the Chief of Police 911 N. Raynor El Paso, Texas 79903
SPD:	Socorro Police Department Acting Chief Jaime Avalos 670 Poona Socorro, Texas 79927
HPD:	Horizon Police Department Attention: Chief Michael McConnell 14999 Darrington Road Horizon City, Texas 79928

IN WITNESS WHEREOF, said County of El Paso and said City of El Paso have caused these presents to be executed in their behalf respectively by their proper officers thereto duly authorized and their corporate seal to be hereto affixed, the day and year as noted below.

[Signatures Follow on Next Page]

COUNTY OF EL PASO

By:_____ Date: _____
Veronica Escobar
County Judge

ATTEST:_____
Delia Briones
County Clerk

Approved as to form:

_____
Assistant County Attorney

Approved as to content:

_____
Richard D. Wiles, Sheriff
El Paso County Sheriff's Office
El Paso County, Texas

CITY OF EL PASO

By:_____ Date: _____
Joyce Wilson
City Manager

Approved as to form:

_____
John R. Batoon
Assistant City Attorney

Approved as to content:

_____
Gregory Allen
Chief of Police

SOCORRO POLICE DEPARTMENT

By:_____ Date: _____
Mayor

Approved as to form:

_____
Assistant City Attorney

Approved as to content:

_____
Jaime Avalos
Acting Chief of Police

HORIZON POLICE DEPARTMENT

By:_____ Date: _____
Walter Miller
Mayor

Approved as to form:

_____
Robert Duran
City Attorney

Approved as to content:

_____
Michael McConnell
Chief of Police

ATTACHMENT "A"

ATTACHMENT "A"

OPERATIONS ORDER REPORT FY 2010
US DEPARTMENT OF HOMELAND SECURITY BUREAU OF CUSTOMS AND BORDER PROTECTION

Op Order Name: Operation "Stonegarden El Paso"
Op Order Number: - El Paso County
Op Dates From: 10/01/2009 **To: 09/30/2012**
Report Date: December 1, 2010

Executive Summary

Operation Stonegarden (OPSG) is funded by the Department of Homeland Security (DHS), led by Customs and Border Protection (CBP) Border Patrol which supports overtime, per diem, and lodging for operational purposes to state, local, and tribal agencies for the purpose of enhancing border security. This funding is designated to enhance cooperation and coordination between Federal, State, and local law enforcement agencies in a joint mission to secure the U.S. borders along routes of ingress and egress leading to and from the U.S./Mexico border.

The El Paso County Sheriff's Office (EPCSO), El Paso Police Department (EPPD), Socorro Police Department (SPD), Horizon City Police Department (HCPD) as the main local law enforcement agencies in El Paso County, will enhance their capability to detect, prevent, and deter terrorists, weapons of mass effect, transnational gangs, smuggling of contraband, and human trafficking. These efforts will reduce crime in the border community to ultimately improve the quality of life for the residents in El Paso County, Texas.

Officers performing duties under this operation will enhance border security, supporting the DHS mission and the National Border Patrol Strategy; however the EPCSO, EPPD, SPD, and HCPD will not be involved in immigration enforcement.

I. SITUATION

A. General Situation: Directly across from El Paso, Texas, along the Mexican border is Ciudad Juarez, Chihuahua, Mexico, with a population of over 1,300,000. The El Paso-Cd. Juarez community is the largest metropolitan area on the border between the U.S. and Mexico. Overall, this metropolitan area is estimated to have a population of over 2 million inhabitants.

In the large metropolitan area of Cd. Juarez, an ongoing territorial drug war between rival cartels has resulted in the murder of over 7,000 individuals since Jan. 2007. Other criminal enterprises have taken this opportunity to enhance their presence in Cd. Juarez, resulting in additional kidnappings, assaults, and extortions. The increased violence in Cd. Juarez presents an immediate threat of spillover to the City and County of El Paso. This chaotic environment presents an opportunity for international terrorists and criminal organizations to exploit federal and local law enforcement vulnerabilities along the U.S.-Mexico border. A combined law enforcement partnership is needed to combat this challenging situation. Operation Stonegarden will provide the means to successfully accomplish the mission of securing our Nation's border.

B. Terrain/Weather: El Paso County is on the far western tip of Texas, with 1,058 square miles with a population of approximately 800,000. El Paso County shares approximately 47 miles of border with Mexico. The Rio Grande River flows between the U.S. and Mexico. The Rio Grande is usually no wider than 50 meters and can easily be forded on foot, horseback and in some instances, by vehicle. Interstate 10 (I-10), Highway 54, US 62/180 are the most prominent transportation routes. I-10 comes within several hundred yards of the U.S.-Mexico border. This proximity to the border offers an avenue of approach to the interior of the U.S.

C. Criminal Element: The criminal element in the El Paso-Cd. Juarez area varies from highly organized DTO's to local street gangs. The ongoing drug war in Cd. Juarez has drastically increased violent crime on the border. Gang members directly linked to El Paso and the rest of the U.S., have been identified as working for the cartels, providing services from transport of contraband to actual murders. The ability to track and gather intelligence has become increasingly difficult. The criminal element has become sophisticated with increased counter-intelligence capabilities. Any intelligence gathered, quickly becomes obsolete causing safety concerns for the public as well as for law enforcement. These groups have an extensive network on both side of the border with generations of knowledge in smuggling routes and techniques.

D. Friendly Forces

Federal:

- US Customs and Border Protection (CBP) (915) 526-9259
- El Paso Sector Border Patrol (915) 834-8350
- Immigration and Customs Enforcement (ICE) (915) 231-3201
- Drug Enforcement Administration (DEA) (915) 779-2592

State and Local:

- El Paso County Sheriff's Office (EPCSO) (915) 546-2280
- El Paso Police Department (EPPD) (915) 564-7000
- Socorro Police Department (SPD) (915) 858-6983
- Horizon City Police Department (HCPD) (915) 852-1047

II. MISSION

Operation Stonegarden is designed to coordinate surge efforts between federal and local law enforcement agencies to protect and secure our Nation's borders from terrorist, weapons of mass effect, transnational gangs, contrandand smuggling, and human trafficking. Increased law enforcement presence along the border will result in the reduction of cross-border crimes, resulting in the improvement of the quality of life for the citizens of El Paso County. Through Operation Stonegarden, the EPCSO, EPPD, SPD, and HCPD will combine efforts with the El Paso Sector Border Patrol to prevent criminal activity along the border. Officers assigned to Operation Stonegarden will enforce applicable state and local laws and regulations within the scope of their authority granted by the State of Texas.

III. EXECUTION

A. Management/Supervisor Intent: It is the intent of all law enforcement partners will increase border security through coordination, collaboration and cooperation with US Border Patrol, El Paso Sector under the provisions of Operation Stonegarden. The main focus of this Operations Plan is aggressive enforcement of Texas law by particpating jurisdictions and to deny criminal organizations opportunities to smuggle narcotics and/or contraband and to refuse potential terrorists entry, egress, and access to transportations hubs in the southern region of Texas.

B. General Concept: The EPCSO, EPPD, SPD, and HCPD will increase border security through direct coordination with US Border Patrol, El Paso Sector. It is anticipated that the increase in law enforcement presence along entry avenues, major egress routes away from the immediate border, and at transportation hubs will significantly impact the ability of criminal organizations to operate in the El Paso Sector AOR (Area of Responsibility) in Texas. Intelligence information and vulnerability assessments are a critical to this operation. Once the threats and vulnerabilities outlined in this plan have been mitigated the operation will cease until such time as new threats and vulnerabilities are identified.

C. Specific Responsibilities: Operation Stonegarden will allow the Border Patrol to partner with local law enforcement agencies resources to target specific areas within El Paso County affected by illicit cross-border traffic, to include auto theft, burglary, criminal damage, and drug and human trafficking. Resources assisting in the effort include personnel and patrol vehicles, increased traffic enforcement and assignment of officers to specific areas to assist US Border Patrol. All local activities supporting this Operations Order will be coordinated with the US Border Patrol station in their area of operations. The EPT Chief Patrol Agent will approve Stonegarden coordinating procedures and policies.

D. Coordinating Instructions: Agencies and assets assigned to Stonegarden related operations will coordinate their activities through their chain of command. Also the agencies will coordinate with the BP Station responsible for the AOR where specified operations are to be conducted. Agencies will provide assistance to localities used to stage and/or support smuggling/trafficking operations. Agencies will submit Operation Stonegarden Reports using prescribed procedures beginning Operation Stonegarden 2010. A BP representative will coordinate all involvement in supporting this Operations Order with all partnered agencies prior to each operation. The El Paso Border Patrol Sector will determine specific operational areas. Agencies will coordinate with BP to ensure the ability to redirect resources to areas deemed the greatest risk to national security based on the most current intelligence and illegal border related activity trends.

GRAND TOTAL El Paso County, Texas Cost: $3,449,715.00

IV. BUDGET

A.1 Cost Estimates/Funding Requests (Year 1):

Adm./Logistics/ Budget Request	Narrative Justification (Computation of Items)	Federal Request
Law Enforcement Operational Overtime	**EPCSO:** **Officer/Detective:** $61 per hr. OT avg. rate x 5 Officers x 8 hrs. x 3 days/operation x 12 operations/yr. = **$87,840** **Sergeant:** $71 per hr. OT avg. rate x 1 Sgt. x 8 hrs. x 3 days/operation x 12 operations/yr. = **$20,448** **EPPD:** **Lieutenant** OT rate is $60.00 per hour **Sergeant** OT rate is $51.00 per hour **Officers/Detectives** OT rate is $45.00 per hour Since size, scope and frequency of surges may change throughout the year. Lieutenant in charge (Program Manager) will determine number of sworn personnel needed per operation. The Lieutenant in charge will make certain to stay within budgeted amounts and will document progress in Pre-Action and After-Action Plans. **SPD:** Police Officer $28.50 per hr. OT Rate x 3 officers x 4 hrs x 4days per month x 12 months = **$16,416** **HCPD:** Police Officer avg. $31.57 per hr. OT rate x 5 officers x 8 hrs. x 2 operations/month. x 12 mo. = **$30,307**	**$709,871**

Fringe Benefits for Peace Officers	**EPCSO:** $108,288 x [(FICA 7.65%) + (Retirement13.01%) + (W/C 6.48%) + (Unemployment .38%) or 27.52%] = **approximately $29,065** **EPPD:** **Lieutenant** Fringe benefit cost based on OT rate of $60.00 per hour is $15.00 **Sergeant** Fringe benefit cost based on OT rate of $51.00 per hour is $12.75 **Officers/Detectives** Fringe benefit cost based on OT rate of $45.00 per hour is $11.25 **SPD:**(Fica, Suta, W/C, Unemployment) = $1,141.86 Monthly or Yearly = **$13,702** **HCPD:** (Fica/Suta @ 7.65%, Retirement @10.77%) x 30,307 = **$5,582**	**$103,472**
Travel, Lodging &Per Diem		**$-0-**
General Equip.		**$-0-**
Special Equipment:	**EPCSO:** Vehicles (5) @ $63,750 = **$318,750** Crime Scene Supplies @ **$11,241** Speed Radars (5) @ $1,500 = **$7,500** Command Boards (2)@$250.00 = **$500** Megaphones (2) @ $100.00 = **$200** Drug Test Kits = **$2,000** Body Armor: Protech Nato Shield II & III (1) $10,234.95 + (1) $6,000.00=**$16,235** First Response Kits (10) @ $2,750= **$27,500** Bullet Proof Vests 24" X 36" (2) @ $2,785= **$5,570** Stretcher (10) @ $55.00 = **$550** Camera with monitor $500 x 5 = **$2,500** First Aid Kits $5 @ $50 = **$250** Spikes (5) @ $500 = **$2,500** Cones (100) x $30 = **$3,000** Night Vision Goggles 5 @ $5,000 = **$25,000** FLIR's 5 @ $10,000 = **$50,000** Night Vision Scope for weapon $5,595 x 2 = **$11,190** Portable Lighting Systems 2 @ $10,000 = **$20,000** **Subtotal for EPCSO $504,486** **SPD:** Police Ford Expedition fully equipped to include mobile plate reader, AFIS, video recording system, MDT @ **$67,500** Equipment = **$32,500** **Subtotal for SPD $100,000** **HCPD:** In car video cameras to include the 4RE wireless server system for marked units with installation @ $6,909 ea. = **$76,000** One Polaris Razor ATV with dual seating equipped with emergency lights =**$15,470** Enclosed Trailer for ATV = **$6,000** Emergency equipment for ATV = **$5,400** **Subtotal for HPD $98,008**	**$702,494**

Vehicles: Fuel Cost	**EPCSO:** Approximate operational cost of 6 vehicles x 150 miles x 3 days x 12 operations/yr= 32,400 approx. miles/yr. x .50/mi = **$16,200** **EPPD:** Approximate vehicle use: 8 vehicles x 42 surges x 397 approximate miles 133,392 miles per year x .50 cents per mile = **$66,667** **SPD:** 4 vehicles x 51.2 miles x 4 days x 12 operations/year =9,842 Approx. 9,842 miles per year x 0.50 cents per mile = **$4,921** **HCPD:** No vehicle operational costs	**$87,788**
TOTAL YR 1		**$1,405,617**

A.2 Cost Estimates/Funding Requests (Year 2):

Adm./Logistics/ Budget Request	Narrative Justification (Computation of Items)	Federal Request
Operational Overtime for Peace Officers	**EPCSO: Officer/Detective** $67 per hr. OT avg. rate x 5 Officers x 8 hrs. x 3 days/operation x 12 operations/yr. = **$96,480** **EPCSO Sergeant** $78.6 per hr. OT avg. rate x 1 Sgt. x 8 hrs. x 3 days/operation x 12 operations/yr. = **$22,636** **EPPD: Lieutenant** OT rate is $60.00 per hour **Sergeant** OT rate is $51.00 per hour **Officers/Detectives** OT rate is $45.00 per hour Since size, scope and frequency of surges may change throughout the year. Lieutenant in charge (Program Manager) will determine number of sworn personnel needed per operation. The Lieutenant in charge will make certain to stay within budgeted amounts and will document progress in Pre-Action and After-Action Plans. **SPD:** Police Officer $28.50 per hr. OT Rate x 3 officers x 4 hrs x 4days per month x 12 months = **$16,416** **HCPD:** Police Officer avg. $31.57 per hr. OT rate x 5 officers x 8 hrs. x 2 operations/month. x12 mo. = **$30,307**	**$720,699**
Fringe Benefits for Peace Officers	**EPCSO:** $119,116 x [(FICA 7.65%) + (Retirement 12.33%) + (W/C 6.48%) + (Unemployment .38%) or 27.52%] = **approximately $31,970** **EPPD:** **Lieutenant** Fringe benefit cost based on OT rate of $60.00 per hour is $15.00 **Sergeant** Fringe benefit cost based on OT rate of $51.00 per hour is $12.75 **Officers/Detectives** Fringe benefit cost based on OT rate of $45.00 per hour is $11.25 **SPD:**(Fica, Suta, W/C, Unemployment) = $1,141.86 Monthly or Yearly = **$13,702** **HCPD:** (Fica/Suta @ 7.65%, Retirement @10.77%) x $30,307 = **$5,582**	**$106,377**
Travel		$-0-
Lodging		$-0-
Reception of Detailed Personnel		$-0-

Uniform & Equip		$-0-
Special Equip		$-0-
Alien Processing		$-0-
Medical		$-0-
Transportation		$-0-
Fuel Cost	**EPCSO:** Approximate operational cost of 6 vehicles x 150 miles x 3 days x 12 operations/yr= 32,400 approx. miles/yr. x .50/mi = **$16,200** **EPPD:** Approximate vehicle use: 8 vehicles x 42 surges x 397 approximate miles 133,392 miles per year x .50 cents per mile = **$66,667** **SPD:** 4 vehicles x 51.2 miles x 4 days x 12 operations/year =9,842 Approx. 9,842 miles per year x 0.50 cents per mile = **$4,921** **HCPD:** No vehicle operational costs	**$87,788**
TOTAL YR 2		**$914,864**

A.3 Cost Estimates/Funding Requests (Year 3):

Adm./Logistics/ Budget Request	Narrative Justification (Computation of Items)	Federal Request
Operational Overtime	**EPCSO:** **Officer/Detective** $73.70 per hr. OT avg. rate x 5 Officers x 8 hrs. x 3 days/operation x 12operations/yr. = **$106,128** **Sergeant** $87.15 per hr. OT avg. rate x 8 hrs. x 3 days/operation x 12 operations/yr. = **$25,102** **EPPD:** **Lieutenant** OT rate is $60.00 per hour **Sergeant** OT rate is $51.00 per hour **Officers/Detectives** OT rate is $45.00 per hour Since size, scope and frequency of surges may change throughout the year. Lieutenant in charge (Program Manager) will determine number of sworn personnel needed per operation. The Lieutenant in charge will make certain to stay within budgeted amounts and will document progress in Pre-Action and After-Action Plans. **SPD:** Police Officer $28.50 per hr. OT Rate x 3 officers x 4 hrs x 4days per month x 12 months = **$16,416** **HCPD:** Police Officer avg. $31.57 per hr. OT rate x 5 officers x 8 hrs. x 2 operations/month. x 12 mo. = **$30,307**	**$732,813**

Fringe Benefits for Peace Officers	**EPCSO: $131,230** x [(FICA 7.65%) + (Retirement 12.33%) + (W/C 6.48%) + (Unemployment .38%) or 27.52%] = **approximately $36,217** **EPPD:** **Lieutenant** Fringe benefit cost based on OT rate of $60.00 per hour is $15.00 **Sergeant** Fringe benefit cost based on OT rate of $51.00 per hour is $12.75 **Officers/Detectives** Fringe benefit cost based on OT rate of $45.00 per hour is $11.25 **SPD:**(Fica, Suta, W/C, Unemployment) = $1,141.86 Monthly or Yearly = **$13,702** **HCPD:** (Fica/Suta @ 7.65%, Retirement @10.77%) x $30,307= **$5,582**	**$110,624**
Travel		$-0-
Lodging		$-0-
Reception of Detailed Personnel		$-0-
Uniform & Equip		$-0-
Special Equip.		$-0-
Alien Processing		$-0-
Medical		$-0-
Transportation		$-0-
Fuel Cost	**EPCSO: Approximate operational cost of:** 6 vehicles x 150 miles x 3 days x 12 operations/yr= 32,400 approx. miles/yr. x .50/mi = **$16,200** **EPPD:** Approximate vehicle use: 8 vehicles x 42 surges x 397 approximate miles 133,392 miles per year x .50 cents per mile = **$66,666** **SPD:** 4 vehicles x 51.2 miles x 4 days x 12 operations/year =9,842 Approx. 9,842 miles per year x 0.50 cents per mile = **$4,922** **HCPD:** No vehicle operational costs	**$87,789**
TOTAL YR 3		**$931,226**

The El Paso Police Department (EPPD) will ask for a waiver for the amount of the OT limit above 50%.

V. COMMAND/CONTROL/COMMUNICATION

A. Chain of Command: Each law enforcement agency will follow its own Chain of Command concept.

B. Unit Command: The surge operation supervisors for each participating agency will function as the detail supervisor during operations.

C. Communication Details: Each participating agency's communications division will coordinate communications with other units/agencies that are not on common frequencies. Communication between local and federal agencies will take place through the utilization of telephone, email correspondence, and other agreed upon electronic means.

D. Map Coordinates: **Degrees:** **Minutes:** **Seconds:**

Longitude: **W 106: 22:13** **Latitude:** **N 31: 47: 37**

Decimal: **W 106.370148** **N 31.793606**

Location Zone:

GPSCoordinates for El Paso Sector Headquarters are:

W : 106' 22' 06.87

N : 031' 47' 38.69

ANNEX

A. Administration Annex: The El Paso County will administer and take the fiscal and programmatic responsibilities for grant reporting under the direction of the El Paso County Sheriff's Office (EPCSO):

- Sheriff Richard D. Wiles and Chief Sylvia Aguilar, EPCSO,(915) 538-2006
- EPCSO, the City of El Paso Police Department (EPPD), Socorro Police Department (SPD), and Horizon City Police Department (HCPD) will send all reimbursement requests to the County Auditor's Office for personnel and equipment expenses to:

Edward Dion - El Paso County Auditor
800 E. Overland, Suite 406, El Paso, TX 79901-2419, (915) 546-2040 x 3482

B. Execution Annex: The Operation Stonegarden will be executed by a joint effort to include:

- Chief Patrol Agent –BP El Paso Sector Headquarters, Victor M. Manjarrez Jr., 915.834.8301
- El Paso County Sheriff's Office – Sheriff Richard D. Wiles, (915) 538-2106
- El Paso Police Department - Police Chief, Greg Allen, (915) 564-7381
- Socorro Police Department- Chief of Police, Jaime Avalos, (915) 858-6983
- Horizon City Police Department-Chief of Police (915) 852-1047

C. Command Annex:

BP Chain of Command: Sector Headquarters

Victor M. Manjarrez Jr. Chief Patrol Agent
8901 Montana Avenue, El Paso, Texas 79925, 915.834.8350

Michael Przybyl **Assistant Chief Patrol Agent**
8901 Montana Avenue, El Paso, Texas 79925, 915.834.8350

Javier Tarin **Assistant Chief Patrol Agent**
8901 Montana Avenue, El Paso, Texas 79925, 915.834.8350

David Blea Special Operations Supervisor-Fabens
16001 Socorro Rd., Fabens, Texas 79938, 915.765-2507

El Paso County Sheriff Office Chain of Command:

Sheriff Richard D. Wiles
3850 Justice Drive, El Paso, TX 79938, (915) 538-2105

Chief Sylvia Aguilar
3850 Justice Drive, El Paso, TX 79938, (915) 538-2105

Patrol Commander, Frank Ortez
3850 Justice Drive, El Paso, TX 79938, (915) 538-2265

Lieutenant, Jack Waite
3850 Justice Drive, El Paso, TX 79938, (915) 479-1393

El Paso Police Department Chain of Command:

Police Chief, Greg Allen
911 N. Raynor, El Paso, TX 79903, (915) 564-7310

Assistant Chief, Jerome Johnson
911 N. Raynor, El Paso, TX 79903, (915) 564-7310

Commander Marco Spalloni
911 N. Raynor, El Paso, TX 79903, (915) 564-7100

Lt. Tyler Grossman
911 N. Raynor, El Paso, TX 79903, (915) 564-7100

Sgt. Raul Perez
911 N. Raynor, El Paso, TX 79903, (915) 564-7100

Socorro Police Department Chain of Command:

Police Chief, Jaime Avalos
670 Poona, Socorro, TX 79927, (915) 858-6983

Horizon Police Department Chain of Command

Police Chief, Michael McConnell,
14999 Darrington Road, Horizon, TX 79928, (915) 852-1047

Media Action Plan: Agency Public Information Officers will coordinate amongst each other before releasing information to the public.

Legal Review: As required by each agency.

Risks: Refer to Section I-A-General Situation and I-C-Criminal Element sections.

Photos: Not applicable.