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

DEPARTMENT: **Police**

AGENDA DATE: **May 6, 2008**

CONTACT PERSON/PHONE: **Assistant Chief Tom Whitten / 564-7304**
George Acosta Senior Grant Planner / 564-7119

DISTRICT(S) AFFECTED: ALL

SUBJECT:
Approve a resolution authorizing the City Manager to submit a grant proposal to the Texas Auto Burglary & Theft Prevention Authority (ABTPA) for the ABTPA grant program in the amount of $1,311,462.00 with a local cash match of $265,060.00 and an in-kind match of $1,277,903.00 for a total of $2,854,425.00. In Accordance with Ordinance 16016 Section 1, which states "that unless a granting agency requires that the City's top elected official be listed as the grant official in a grant document, the City Council hereby designates the City Manager or his or her designee to be listed as the authorized official and as the official with financial authority or similar designations on all grant applications, acceptances, and other documents and to sign all grant applications, acceptances, and other grant documents on behalf of the City of El Paso." The signature of the "Highest Elected Official" is not required for electronic submittal; Resolution of Mayor and City Council is required

BACKGROUND / DISCUSSION:
The ABTPA grant will fund the continued efforts of the El Paso Police Department's proactive enforcement of auto theft initiatives and strategies.

PRIOR COUNCIL ACTION:
Yes. The City of El Paso received ABTPA funding in 2008.

AMOUNT AND SOURCE OF FUNDING:
Cash match requirement is being provided from the General Fund FY09, #21010050-01101-506000.

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____
(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:** _____

08 APR 30 AM 10:05
CITY CLERK DEPT.

RESOLUTION

WHEREAS, the El Paso City Council finds it in the best interest of the citizens of El Paso that the Auto Burglary & Theft Task Force be operated for the time period of September 1, 2008 to August 31, 2009 year; and

WHEREAS, the El Paso City Council agrees to provide the applicable matching funds for the said project as required by the Texas Auto Burglary & Theft Prevention Authority grant application; and

WHEREAS, The El Paso City Council agrees that in the event of loss or misuse of the Texas Auto Burglary & Theft Prevention Authority funds, the El Paso City Council assures that the funds will be returned to the Texas Auto Burglary & Theft Prevention Authority in full; and

WHEREAS, the El Paso City Council designates City Manager Joyce Wilson as the grantee's authorized official, who is given the power to apply for, accept, reject, alter, terminate, or authorize the transfer of funds of the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. That the El Paso City Council approves submission of the grant application for the Auto Burglary & Theft Task Force to the Texas Auto Burglary & Theft Prevention Authority.

2. The City Manager be authorized to sign the grant application including all understandings and assurances contained therein, as well as apply for, accept, reject, alter or terminate the grant in the amount of ONE MILLION, THREE HUNDRED ELEVEN THOUSAND, FOUR HUNDRED SIXTY TWO AND NO/100 DOLLARS ($1,311,462.00) from the El Paso Police Department to the Texas Auto Burglary & Theft Prevention Authority, for the purpose of continuing the efforts of the Auto Burglary & Theft Task Force.

3. The City of El Paso agrees to provide a cash match in the amount of TWO HUNDRED SIXTY FIVE THOUSAND, SIXTY AND NO/100 DOLLARS ($265,060.00) and an in-kind match of ONE MILLION, TWO HUNDRED SEVENTY SEVEN THOUSAND, NINE HUNDRED THREE AND NO/100 DOLLARS ($1,277,903.00).

4. The El Paso City Council agrees that the existence of an award will not be used to offset or decrease total salaries, expenses and allowances that the City of El Paso receives or provides to its police department at or after the time the grant is awarded.

5. That the City Manager be authorized to request and accept an extension of the award ending date for the grant.

6. That grant officials be as designated in the agreement.

08 APR 30 AM 10: 05
CITY CLERK DEPT.

ADOPTED this 6th day of May 2008.

CITY OF EL PASO

John Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Jennifer Callan
Assistant City Attorney

APPROVED AS TO CONTENT:

Gregory Allen
Chief of Police

CITY CLERK DEPT.
08 APR 30 AM 10: 05

GRANT INFORMATION APPLICATION FORM (GIAF)

Departments planning to apply for a grant are requested to complete and submit this form, electronically or in person, to applicable individuals listed below for informational purposes only. This form must be submitted to Office of Management and Budget (OMB) **ONLY** if matching funds are required. **PRIOR AUTHORIZATON IS NOT REQUIRED FOR DEPARTMENTS TO APPLY FOR A GRANT.** If required by funding agency, the GIF may also be used, once application is completed, to certify legal review prior to obtaining City Manager's signature.

1. DEPARTMENT Grant Applicant/Contact Person

Name: George Acosta

Title: Senior Grant Planner

Phone: (915) 564-7119

Requires Mayor or City Manager's Signature? Yes ☒ No ☐

2. GRANT DATA

Grant Title: Texas Auto Burglary & Theft Prevention Authority

Due Date: May 9, 2008

Fax No. (915) 564-7177

3. FINANCIAL DATA

Amount of Funding Request:	$1,311,462.00
Amount of Matching Funds:	$265,060.00
Amount of In-kind:	$1,277,903.00
Total Amount Requested	$2,854,425.00

Account No. for Matching Funds: **21010050-01101-506000**

4. GRANT CLASSIFICATION

☐ Competitive (award based on competition among eligible Applicants)

☐ Entitlement (a set of funds determined under a formula grant)

☒ Continuation (on-going funding from existing funding agency)

☐ Other:

Grant allows for operating/administrative costs: ☐ Yes ☒ No

Notice: Legal Department must provide grant review prior to City Manager or Mayor's signature if required by grant.

Brief Summary of Grant Description:

The ABTPA grant will fund the continued efforts of the El Paso Police Department's proactive enforcement of auto theft initiatives and strategies. The grant funds will be utilized to continue the reduction in auto theft rates, maintain minimal auto theft activity and improve recovery rates in the City and County of El Paso.

Required Signatures

1. Gregory K. Allen — 4/25/08
Department Director — **Date**

2. Rosey Mehl-Fosh — 4/28/08
Financial Services – Grants Services Division — **Date**

3 Laura F Garcia — 4/28/08
OMB (Only if a match is required) — **Date**

4. [signature] — 4-29-08
Legal Department — **Date**

5. Joyce A. Wilson
City Manager — **Date**

08 APR 30 AM 10:05

CITY CLERK DEPT.

El Paso Police Department

Application for State Assistance Auto Burglary & Theft Prevention Authority FY 2009

A Domestic and International Strategy to Combat Auto Theft

NOTE 3: PRICING AND DESCRIPTION OF EACH VEHICLE OFERED FOR AWARD CONSIDERATION MUST BE ENTERED IN THE APPROPRIATE BLANK SPACE; NO ATTACHED PRICE LIST OR PRICE SHEET WILL BE ACCEPTED IN PLACE OF THIS FORM. ADDITIONAL ALTERNATES FOR EACH LINE ITEM MAY BE LISTED ON A SEPARATE SHEET, BY LINE ITEM, AND INDICATED ON THIS FORM BY AN*

GROUP I. AUTOMOBILES ESTIMATED QUANTITY: BETWEEN 1 & 10 OF EACH TYPE LISTED

ITEM	DESCRIPTION	MONTHLY RATE without INSURANCE
1.	INTERMEDIATE (MID SIZE) SEDAN, 2 DOOR N/A YEAR / MAKE / MODEL	$ —
2.	INTERMEDIATE (MID SIZE) SEDAN, 4 DOOR CURRENT YR. MODEL / CHEV. COBALT OR EQUAL YEAR / MAKE / MODEL	$ 539.00
3.	FULL SIZE SEDAN, 4 DOOR CURRENT YR. MODEL / PONTIAC GRAND PRIX OR EQUAL YEAR / MAKE / MODEL	$ 581.00

GROUPII. TRUCKS ESTIMATED QUANTITY: BETWEEN 1 & 10 OF EACH TYPE LISTED

ITEM	DESCRIPTION	MONTHLY RATE without INSURANCE
1.	FULL-SIZE PICK UP, 2 WD, REGULAR CAB N/A YEAR / MAKE / MODEL	$ —
2.	FULL SIZE PICK UP, 2 WD, EXTENDED CAB CURRENT YR MODEL CHEV. SILVERADO / GMC SIERRA / DODGE RAM / TOYOTA TUNDRA OR EQUAL YEAR / MAKE / MODEL	$ 563.00

BIDDER'S (COMPANY) NAME CAPPS RENT A CAR INC

MONTHLY RATE

ITEM	DESCRIPTION	without INSURANCE
3.	FULL SIZE PICK UP, 2 WD, REGULAR CAB WITH CAMPER SHELL N/A YEAR / MAKE / MODEL	$ —
4.	FULL SIZE PICK UP, 2 WD, EXTENDED CAB WITH CAMPER SHELL Current Yr. Model CHEV. Silverado or EQUAL YEAR / MAKE / MODEL	$ 871.00

GROUPIII. VANS ESTIMATED QUANTITY: BETWEEN 1 & 10 OF EACH TYPE LISTED

ITEM	DESCRIPTION	MONTHLY RATE without INSURANCE
1.	PASSENGER MINI VAN Current Yr Model CHEV. UPLANDER or EQUAL YEAR / MAKE / MODEL	$ 689.00

GROUPIV. SPECIAL PURPOSE VEHICLES ESTIMATED QUANTITY: BETWEEN 1 & 10 OF EACH TYPE LISTED

ITEM	DESCRIPTION	MONTHLY RATE without INSURANCE
1.	MID SIZE SPORT UTILITY VEHICLE, 2 WD Current Yr. Model CHEV. TRAILBLAZER / GMC ENVOY or EQUAL YEAR / MAKE / MODEL	$ 641.00
2.	MID SIZE SPORT UNTILITY VEHICLE, 4 WD Current Yr Model CHEV. TRAILBLAZER / GMC ENVOY or EQUAL YEAR / MAKE / MODEL	$ 679.00

ITEM	DESCRIPTION	MONTHLY RATE without INSURANCE

BIDDER'S (COMPANY) NAME CAPPS RENT A CAR, INC

Capps
VAN & CAR RENTAL

ALTERNATIVES

Capps offers additional alternative specialty vehicles from time to time such as:

Toyota Tacoma Crew Cab 2wd or equal	$527.00
Toyota Tacoma Crew Cab 4wd or equal	$549.00
Chev. Silverado Crew Cab 4x4 or equal	$619.00
Jeep Wrangler or equal	$527.00
Chevrolet HHR or equal	$527.00

These and other specialty vehicles may help diversify the City fleet as they become available.

3. FULL SIZE SPORT UTILITY VEHICLE, **2 WD** $ 792.00
Current YR MODEL
CHEV. TAHOE or EQUAL
YEAR / MAKE / MODEL

4. FULL SIZE SPORT UTILITY VEHICLE, **4 WD** $ 823.00
Current Yr. MODEL
CHEVROLET TAHOE or EQUAL
YEAR / MAKE / MODEL

* PLEASE ATTACHED ADDITIONAL ALTERNATIVES

VENDOR , WHEN REQUESTING A VEHICLE PRIOR TO THE TERMS OF THE CONTRACT , THAT IS , MILEAGE EXCESS etc, WILL BE RESPONSIBLE FOR THE COST ASSOCIATED WITH THE TINTING OF THE REPLACING VEHICLES WINDOWS.

OPTIONAL EQUIPMENT

ITEM	DESCRIPTION	ONE TIME CHARGE
1.	INSTALLATION OF ALARM UNIT	$ 289.00
2.	FULL WINDOW TINTING	$ 142.00
3.	BED LID FOR PICK UPS	$ 1800.00
4.	BED LINER FOR PICK UPS	$ 350.00 (BED MAT Free)

MISCELLANEOUS

ITEM	DESCRIPTION	PER UNIT
1.	EXCESS MILEAGE CHARGE: FOR MILES DRIVEN IN EXCES OF 2.500 PER MONTH	$ -0- (QUOTED UNLMTD Miles) PER MILE
2.	**MONTHLY RATE** FOR A LOCKABLE TOOL BOX MOUNTED BEHIND CAB ACROSS BED OF TRUCK	$ Free UPON REQUEST
3.	PRO-RATE FORMULA TO BE UTILIZED IN THE EVENT A VEHICLE IS USED FOR A PARTIAL MONTH:(SEE SECTION B, SPECIFICATIONS) MONTHLY RATE DIVIDED BY ACTUAL DAYS IN MONTH times NUMBER of DAYS USED	

OPTION TO EXTEND THE TERM OF THE AGREEMENT - **PLEASE CHECK APPROPRIATE BOX**

NOTE: *NOT AN AWARD FACTOR

BIDDER'S (COMPANY) NAME CADDS RENT A CAR, INC

The City at its sole discretion, may exercise any option to extend the term of the agreement, by giving the Contractor written notice within the time period noted on the selected options.

Bidder offers the City the option of extending the term of the contract for:

☐ **One** additional year at the same unit prices, if the option is exercised within:.

☑ **Two** additional years at the same unit prices, if the option is exercised within:

A. One year from date of award of the contract. YES ☐ NO ☐

B. Two years from date of award of the contract. YES ☑ NO ☐

C. **NO OPTION OFFERED** ☐

PROMPT PAYMENT:

Unless a prompt payment discount is offered and accepted by the City of El Paso, payments will be made to the Contractor within thirty (30) days following acceptance of goods or services, or receipt of a properly prepared invoice by the City Department identified in the Invoice Instructions set forth on the Purchase Order, whichever is later. Any discount for prompt payment will be calculated from the day goods or services are accepted or when a properly prepared invoice is received. Payments will be considered to have been made on the date of mailing (postmark) of the payment check or, for an electronic funds transfer, the specified payment date. Invoices to be submitted in single copy.

PAYMENT TERMS : Please mark appropriate block.

_____% - 10 Days ☐
_____% - 20 Days ☐
_____% - 30 Days ☐
Net - 30 Days ☑

LATE PAYMENTS:

Late Payment fees will incur at the State of Texas statutory rate.

REMITTANCE ADDRESS: 8555 Carpenter Fwy Dallas Tx 75247

BIDDER'S (COMPANY) NAME Caddo Rent A Car, Inc

IF REMITTANCE ADDRESS IS DIFFERENT FROM ADDRESS SHOWN ON THE FACE OF THE SOLICITATION FORM, COMPLETE THE FOLLOWING:

REMIT TO: CAPPS RENT A CAR, INC

ATTN: DAN ASBILL

MAIL ADDRESS: 8555 CARPENTER FRWY DALLAS TX 75247
[ADDRESS]

[CITY, STATE AND ZIP CODE]

CITY'S REQUIRED DELIVERY:

FIVE (5) CONSECUTIVE DAYS Subsequent to the receipt of a **WRITTEN NOTICE OF AWARD**, as evidenced by the date of receipt by the Contractor as shown on the US Postal Service domestic return receipt or receipt of a Purchase Order. REPLACEMENT UNITS SHALL BE DELIVERED WITHIN SEVENTY TWO (72) HOURS AFTER RECEIPT OF A WRITTEN REQUEST (TO REPLACE A UNIT).

Bidder's promised delivery: on or before _____ calendar days after receipt of the initial purchase order.

Bidder's promised delivery of replacement units _____ hours after a receipt of a written request.

NOTE: If bidder does not specify an earlier delivery, the City's required delivery shall prevail. A delivery date later than the City's required delivery may be cause for the rejection of the bid.

DELIVERY LOCATION

F.O.B. DESTINATION, ATTN: BOB ADKINSON / MARIZA MELENDEZ , CITY OF EL PASO POLICE DEPARTMENT GARAGE, 911 RAYNOR, EL PASO, TEXAS 79903

BIDDER'S (COMPANY) NAME CAPPS RENT A CAR, INC

SECTION B

SPECIFICATIONS

LEASE OF UNMARKED POLICE VEHICLES

GENERAL CONDITIONS:

1. The specifications listed are to be interpreted as meaning the minimum required by the City. Offeror commits to provide goods [or services] that are consistent with the City's specifications in every regard unless an exception is clearly noted. The City may accept a bid subject to an exception if, in the sole judgment of the City, the bid meets or exceeds the City's specifications. If the goods [or services] offered do not meet or exceed the City's specifications because of the exception, the City will consider the bid non-responsive. [R 8/29/97]

2. Details of construction and materials, where not otherwise specified, are left to the discretion of the manufacturer, provided that only materials and workmanship of the highest quality are to be used, and best commercial practice is adhered to in the fabrication of the unit(s). Except as otherwise specified herein, the manufacturer shall be solely responsible for design and construction of the product to meet the stated performance criteria.

3. Any manufacturer's names, trades names, brand names, or catalog numbers used in these specifications are for the purpose describing and establishing minimum requirements or level of quality and design required, and are in no way intended to prohibit the bidding of other manufacturers' item of equal material and quality.

SCOPE OF CONTRACT

THE CITY OF EL PASO POLICE DEPARTMENT SEEKS TO LEASE UP TO SEVENTY (70) VEHICLES OF VARYING MAKE, MODEL, YEAR & STYLE AND GENERAL APPEARANCE, TO BE USED BY PEACE OFFICERS ASSIGNED TO TASK FORCES, IN DAILY CONDUCT OF THEIR LAW ENFORCEMENT DUTIES. FUNDING FOR THIS CONTRACT SHALL PRIMARILY COME FROM STATE AND FEDERAL GRANTS.

GENERAL DESCRIPTION OF VEHICLES REQUIRED

1) IN THE EVENT THAT A VEHICLE IS "BURNED" (THAT IS THAT IT BECOMES IDENTIFIED AS A POLICE UNDERCOVER UNIT) VEHICLE MAY BE EXCHANGED AT ANY TIME FOR ANY VEHICLE BID UNDER THIS CONTRACT, SUBJECT TO AVAILABILITY, UPON SEVENTY TWO (72) HOURS NOTICE FROM A SUPERVISOR.
2) NO MORE THAN FOUR (4) INDIVIDUAL VEHICLES LEASED BY THE EL PASO POLICE DEPARTMENT, AT ANY GIVEN TIME MAY BE GENERALLY " IDENTICAL" IN MAKE, MODEL AND COLOR.
3) VEHICLES MUST HAVE AT LEAST SIX (6) CYLINDER ENGINE
4) VEHICLE MAY BE UP TO ONE MODEL YEAR OLD
5) VEHICLE MUST HAVE LESS THAN 12, 000 MILES UPON DELIVERY
6) VEHICLE SHALL BE RETURNED TO VENDOR UPON REACHING 25,000 MILES
7) **BOTH DOMESTIC AND FOREIGN VEHICLES ARE ACCEPTABLE**

UPGRADES

BIDDER'S (COMPANY) NAME: CAPPS RENT A CAR, INC

VENDOR MAY OFFER AN UPGRADED VEHICLE IN PLACE OF A REQUESTED VEHICLE (THAT IS, A FORD F250 IN LIEU OF AN FORD F150) AT NO ADDITIONAL COST TO THE CITY. VENDOR SHALL ABSORB ANY DIFFERENCE IN PRICE.

MAINTENANCE

NORMAL PREVENTIVE AND ROUTINE MAINTENANCE AND MINOR REPAIRS (THAT IS, BULB AND BELT REPLACEMENT, ETC) HAVING A COST LESS THAN $50.00 WILL BE THE RESPONSIBITY OF THE CITY (LESSEE). LESSEE WILL ALSO BE RESPONSIBLE FOR TIRE CHANGES AND REPAIRS EXCEPT FOR NORMAL MILEAGE WEAR.

THE LESSEE WILL PROVIDE FUEL AND MAINTAIN PROPER FLUID LEVELS BETWEEN SCHEDULED CHANGES.

REPAIRS IN EXCESS OF $50.00, WHICH ARE NOT COVERED BY ANY MANUFACTURER'S WARRANTY, IS THE RESPONSIBILITY OF THE CONTRACTOR (LESSOR) AND WILL NOT BE PERFORMED WITHOUT PRIOR APPROVAL BY THE LESSOR. SCHEDULED SERVICE, REMEDIAL REPAIR, TIRE REPAIR ETC. INCLUDED IN THE LEASE PRICE MAY BE PERFORMED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR IDENTIFIED IN THEIR OFFER.

INSURANCE

A. LIABILITY
THE CITY OF EL PASO WILL BE RESPONSIBLE FOR THE LIABILITY PORTION OF THE VEHICLE'S INSURANCE.

B. COMPREHENSIVE
THE CITY OF EL PASO WILL BE RESPONSIBLE FOR THE COMPREHENSIVE PORTION OF THE VEHICLE'S INSURANCE. THE CITY IS SELF INSURED.

EXAMPLES OF VEHICLES BY GROUP: N.A.D.A. SHOULD BE USED AS STANDARD FOR GROUPING

A. **MID SIZE SEDAN:** COUGAR, MONTE CARLO, REGAL, FIREBIRD, CAMARO,GRAND AM MUSTANG.

B. **FULLSIZE SEDAN:** FORD CROWN VICTORIA, GRAND MARQUIS, CAPRICE

C. **SPORT UTILITY, MID SIZE:** GRAND CHEROKEE, CHEROKEE, S-10 BLAZER, EXPLORER

D. **SPORT UTILITY, FULL SIZE:** CHEVROLET TAHOE, SUBURBAN, FORD EXPEDITION, GMC YUKON, CHEVROLET BLAZER

E. **FULL SIZE PICK UP, REGULAR CAB & 4DOOR:** SILVERADO, FORD F150, DODGE RAM

F. **FULL SIZE PICK UP, EXTENDED CAB, 4 DOOR:** SILVERADO, FORD F150, DODGE RAM

G. **PASSENGER MINI VAN:** ASTRO, CARAVAN, VOYAGER, LUMINA, WINDSTAR.

BIDDER'S (COMPANY) NAME: Capps Rent A Car, Inc

REQUIRED EQUIPMENT

A) AIR CONDITIONING
B) HEATER/ DEFROSTER
C) AUTOMATIC TRANSMISSION
D) POWER STEERING
E) POWER BRAKES
F) POWER WINDOWS
G) SPARE TIRE W / LUG WRENCH
H) AM /FM RADIO

DESIRED OPTIONAL EQUIPMENT

A) DEEP TINTED WINDOWS
B) ANTI-THEFT ALARM / THEFT DETERRENT SYSTEM
C) POWER DOOR LOCKS
D) BED LIDS (PICK UPS)
E) BED LINERS (PICK UPS)

NOTE: OPTIONAL EQUIPMENT SHALL BE SUPPLIED **ONLY** UPON REQUEST

LEASE DOCUMENTS

OFFEROR TO INCLUDE IN BID PACKAGE, COPIES OF ANY LEASE DOCUMENTS WHICH THE CITY WILL BE REQUIRED TO SIGN AS PART OF THIS LEASE AGREEMENT. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS CONTAINED IN LESSOR'S STANDARD LEASE FORM AND THE CLAUSES SET FORTH IN **SECTION C** OF THIS AGREEMENT, THE TERMS STATED IN THIS AGREEMENT WILL PREVAIL.

NOTE: **ONLY THE MAYOR HAS AUTHORITY TO EXECUTE SUCH LEASE AGREEMENTS ON BEHALF OF THE CITY.**

PRO-RATE FORMULA

THE COST OF A VEHICLE THAT IS USED FOR A PARTIAL MONTH WOULD BE CALCULATED UTILIZING THE FORMULA INDICATED IN SECTION A, SHCEDULE OF ITEMS. THE FORMULA ENTERED SHOULD BE SPECIFIC, E.G. "THE MONTHLY RATE DIVIDED BY THE ACTUAL DAYS IN THE MONTH TIMES THE NUMBER OF DAYS THE VEHICLE IS USED."

NOTE: **THE CITY RESERVES THE RIGHT TO ALLOW OTHER DEPARTMENTS (ASIDE FROM THE POLICE DEPARTMENT) TO ISSUE PURCHASE ORDERS UNDER THIS CONTRACT.**

PLEASE MARK APPROPRIATE BOX

BIDDER'S (COMPANY) NAME: Capps Rent A Car, Inc

OFFEROR AGREES TO PERFORM TO THE SPECIFICATIONS AS SET FORTH ABOVE ☑

OR

OFFEROR TAKES THE FOLLOWING EXCEPTIONS TO THE SPECIFICATIONS SET FORTH ABOVE ☐

_____

_____

NOTICE

IN ORDER TO MEET THE CITY'S SCHEDULE FOR AWARDING THIS REQUIREMENT, IT IS EXTREMELY IMPORTANT THAT REQUESTS FOR CLARIFICATION OR ADDITIONAL INFORMATION BE SUBMITTED, IN WRITING, EIGHT DAYS PRIOR TO BID OPENING DATE. EACH VENDOR SUBMITTING QUESTIONS SHALL CLEARLY ADDRESS EACH QUESTION BY REFERENCE TO A SPECIFIC SECTION, PAGE AND ITEM OF THIS SOLICITATION. QUESTIONS SUBMITTED AFTER THIS DATE MAY NOT NECESSARILY ELICIT A RESPONSE.

ALL REQUESTS SHALL BE MAILED TO: THE CITY OF EL PASO, PURCHASING DEPARTMENT, ATTN: JESUS M. JUAREZ, PROCUREMENT ANALYST, 2 CIVIC CENTER PLAZA, EL PASO, TEXAS 79901-1196 OR FAXED TO (915) 541-4347. IT IS THE VENDOR'S RESPONSIBILITY TO FOLLOW UP AND MAKE CERTAIN THAT THE CITY OF EL PASO PURCHASING DEPARTMENT RECEIVED THE REQUEST. VENDORS SHALL PROMPLTY NOTIFY THE CITY OF EL PASO PURCHASING DEPARTMENT OF ANY AMBIGUITY OR INCONSISTENCY, WHICH THEY MAY DISCOVER UPON EXAMINATION OF A SOLICITATION DOCUMENT . DURING THE BID PROCESS, VENDORS SHALL NOT CONTACT ANY CITY STAFF EXCEPT THOSE DESIGNATED IN THE TEXT OF THIS SOLICITATION OR IN SUBSEQUENT DOCUMENTATION. NON- COMPLIANCE WITH PROVISION MAY RESULT IN REJECTION OF THE OFFER INVOLVED.

If unable to respond to this Invitation to Bid and you wish to continue to receive Invitations to Bid, complete and return this page.

BIDDER'S (COMPANY) NAME: Capps Rent A Car, Inc

SECTION C
CONTRACT CLAUSES [SUPPLY]

1. TYPE AND TERM OF CONTRACT

This is a SERVICE-REQUIREMENTS CONTRACT, under which the City shall order all of its requirements for the supplies described in Section A from the successful bidder, hereinafter referred to as the Contractor, for the duration of the contract.

In the event the City has not obtained another goods and service contractor by the expiration date of the term contract, the Contractor shall nonetheless continue for a period not to exceed six (6) months on a month - to- month basis after the end of its term unless the City shall have notified the service company that the City obtained another servicing contractor.

The term of this agreement shall be for THIRTY SIX (36) MONTHS commencing on the date the Contractor receives a written NOTICE OF AWARD. Delivery of the NOTICE OF AWARD shall be by Certified Mail, and the date of receipt shall be established as the date of Delivery shown on the US Postal Service Domestic Return Receipt form.

2. CONTRACTOR TO PACKAGE GOODS

The Contractor will package goods according to good commercial practice. Each shipping container will be clearly and permanently marked as follows: (a) Contractor's name and address; (b) Consignee's name, address and purchase order; (c} Container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) the number of the container bearing the packing slip. The Contractor will bear cost of packaging unless otherwise provided. Goods will be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight will be final and conclusive on shipments not accompanied by packing lists.

3. SHIPMENT UNDER RESERVATION PROHIBITED

The Contractor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

4. TITLE & RISK OF LOSS

The title and risk of loss of the goods will not pass to the City until the City actually receives and takes possession of the goods at the point or points of delivery.

5. DELIVERY TERMS AND TRANSPORTATION CHARGES

F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid; the City agrees to reimburse the Contractor for transportation costs in the amount specified in the Contractor's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided the City will have the right to designate what method of transportation will be used to ship the goods.

6. NO REPLACEMENT OF DEFECTIVE TENDER

Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this will constitute a breach and the Contractor will not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Contractor may reasonably notify the City of his intention to cure and may then make a conforming tender within the contract time but not afterward.

7. PLACE OF DELIVERY

The place of delivery will be that set forth in the solicitation. The terms of this contract are "no arrival, no sale."

8. INVOICES & PAYMENTS

a. The Contractor will submit invoices, in single copy, on each contract after each delivery. Invoices covering more than one purchase order will not be accepted.
b. Invoices will be itemized, including serial number of unit and transportation charges, if any, will be listed separately.
c. Invoices will reflect the Contract Number and the Purchase Order Number.
d. Do not include Federal Tax, State Tax, or City Tax. The city will furnish a tax exemption certificate upon requested.
e. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.
f. A copy of the bill of lading and the freight waybill when applicable, will be attached to the invoice.
g. Payment will not be due until the above instruments are submitted after delivery and acceptance.
h. Mail invoices to the City Department indicated in the Invoice Instructions set forth on the Purchase Order.
I. Suppliers should keep the Comptroller advised of any changes in its remittance addresses.

9. CONTRACTUAL RELATIONSHIP

Nothing herein will be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City will not be subject to any obligations or liabilities of the Contractor or his employees, incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein will constitute or designate the Contractor or any of his employees as employees of the City. Neither the Contractor nor his employees will be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

10. INDEMNIFICATION [Rev 04-15-99]

Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT, even where such damage, injury, loss, illness, physical, or mental impairment, loss of services, or death results from or involves NEGLIGENCE or allegations of negligence on the part OF THE CITY, its officers, agents, or employees. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause. [Revised 04-15-99]

11. GRATUITIES

The City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event the City cancels this contract pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

12. WARRANTY-PRICE

a. The price to be paid by the City will be that contained in the Contractor's bid that the Contractor warrants being no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items will be reduced to the Contractor's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.

b. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the City will have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

13. WARRANTY-PRODUCT

The Contractor will not limit or exclude any implied warranties and any attempt to do so will render this contract voidable at the option of the City. Contractor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Contractor, if any. In case of a conflict between the specifications, drawings and descriptions, the drawings and descriptions will govern.

14. SAFETY WARRANTY

Contractor warrants that the product sold to the City will conform to the standards promulgated by the US Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the City may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within reasonable time, correction made by the City will be at the Contractor's expense.

15. NO WARRANTY BY THE CITY AGAINST INFRINGEMENTS

As part of this contract for sale Contractor agrees to ascertain whether goods manufactured according to the specifications attached to this contract will cause the rightful claim of any third person by way of infringement or the like. The City makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event will the City be liable to the Contractor for indemnification if Contractor is sued on the grounds of infringement or the like. If Contractor is of the opinion that an infringement or the like will result, he will notify the City to this effect in writing within two weeks after the signing of this contract. If the City does not receive notice and is subsequently held liable for the infringement or the like, the Contractor will save the City harmless (if the Contractor in good faith ascertains that production of goods according to the specifications will result in infringement or the like, this contract will be null and void except that the City will pay the Contractor the reasonable cost of his search as to infringements).

16. RIGHT OF INSPECTION

The City will have the right to inspect the goods at delivery before accepting them.

17. RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days. The demanding party may treat this failure as an anticipatory repudiation of the contract.

18. TERMINATION [REV. 06/07/97]

A. Termination for Convenience

The City of El Paso may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to the City of El Paso to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of El Paso, the Contractor will account for the same, and dispose of it in the manner the City of El Paso directs.

B. Termination for Default

If the Contractor fails to comply with any provision of the contract the City of El Paso may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the contract setting forth the manner in which the Contractor is in default. The Contractor will be given an opportunity to correct the problem within a reasonable time before termination notice is rendered. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19. ADDITIONAL REMEDIES [New 12/96]

If the City terminates the contract because the Contractor fails to deliver goods as required by the contract, the City shall have all of the remedies available to a buyer pursuant to the *UNIFORM COMMERCIAL CODE* including the right to purchase the goods from another vendor in substitution for those due from the Contractor. The cost to cover shall be the cost of substitute goods determined by informal or formal procurement procedures as required by the Local Government Code. The City may recover the difference between the cost of cover and the contract cost by deducting the same from amounts owed to Contractor for goods delivered prior to termination or any other lawful means.

20. TERMINATION FOR DEFAULT BY CITY **Rev. 06/09/97**

If the City fails to perform any of its duties under this contract, Contractor may deliver a written notice to the Director of Purchasing describing the default, specifying the provisions of the contract under which the Contractor considers the City to be in default and setting forth a date of termination not sooner than 90 days following receipt of the Notice. The Contractor at its sole option may extend the proposed date of termination to a later date. If the City fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this Contract as of such date.

21. FORCE MAJEURE **[REV. 06/07/97]**

If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is `affected by such Force Majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract..

22. ASSIGNMENT-DELEGATION

No right or interest in this contract will be assigned or delegation of any obligation made by the Contractor without the written permission of the City. Any attempted assignment or delegation by the Contractor will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

23. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

24. INTERPRETATION-PAROL EVIDENCE

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this contract although the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

25. APPLICABLE LAW

The law of the State of Texas will control this contract along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of El Paso.

26. ADVERTISING

A Contractor will not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

27. AVAILABILITY OF FUNDS:

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available, the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and there will be no penalty nor removal charges incurred by the City.

28. VENUE

Both parties agree that venue for any litigation arising from this contract will lie in El Paso, El Paso County, Texas.

29. CONTRACT ADMINISTRATION

Administration of this Contract, on behalf of the City of El Paso, is the responsibility of Jesus M. Juarez, Procurement Analyst, Financial Services-Purchasing Division, who is your point of contact for general information or specific matters concerning the administration of this contract. Mr. Juarez can be reached by telephone at (915) 541-4317, or by FAX at (915) 541-4347. Correspondence should be addressed to: The City of El Paso, Financial Service –Purchasing Division, Attn: Jesus M. Juarez, Two Civic Center Plaza, El Paso, TX 79901-1196. Please refer to Bid Number or Contract Number in all correspondence.

30. LEASE PAYMENTS

The City shall pay to the lessor or an assignee of the lessor approved by the City, monthly lease payments with the first payment due within thirty (30) days after the City's acceptance of the units delivered under the terms of this agreement.

31. USE OF VEHICLES

The City shall use the leased property solely for government purposes throughout the duration of this Lease. Further, use shall conform to all applicable Federal, State and Local laws and regulations.

SECTION C, CONTRACT CLAUSES
FTA ADDENDA

FEDERAL FUNDING REQUIREMENTS

The following provisions shall apply throughout the performance of this Agreement because federal funds are involved.

A. Anti-Kickback Rules

Salaries of contractors, architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C., Sec. 874; and Title 40 U.S.C., Sec. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

B. Disadvantaged Business Enterprise

The goal for Disadvantaged Business Enterprise **(DBE)** participation for this project is **twenty-five percent (25%).**

1. **Policy.** It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23, and as amended in Section 1061(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 1061(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987 apply to this Agreement.

2. **DBE Obligation.** The Contractor or its representative agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 and Section 1061(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the Contractor or its representative shall take all the necessary and reasonable steps in accordance with 49 CFR Part 23 and Section 1061(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The Contractor

shall not discriminate on the basis of race, religion, color, national origin, age, disability, or sex in the award and performance of DOT-assisted contracts.

C. <u>Title VI Compliance</u>

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest, hereinafter referred to as the **"Contractor"**, agrees as follows:

1. **Compliance with Regulations.** The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the **"Regulations")** which are herein incorporated by reference and made a part of this Agreement.

2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during the Agreement, and in accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, Section 303 of the Age Discrimination Act, as amended, 42 U.S.C. §6102 Section of the Americans with Disabilities Act, 42 U.S.C. §12132, and Federal Transit Law at 49 U.S.C. §5332, shall not discriminate on the grounds of race, religion, color, creed, sex, age, disability, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, or supplier, shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, disability, or national origin.

4. **Information and Reports.** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Transit Administration **(FTA)** to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required, or the Contractor has knowledge of an employee who fails or refuses to furnish this information, the Contractor shall so certify to the

Owner or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such agreement sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the Contractor under the Agreement until the Contractor complies; and/or,

   b. Cancellation, termination, or suspension of the Agreement, in whole or in part.

6. **Incorporation of Provisions.** The Contractor shall include the provisions of paragraphs I through 6 of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Owner or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Owner to enter into such litigation to protect the interests of the Owner, and, in addition, the Contractor may request the services of the Attorney General in such litigation to protect the interest of the United States.

D. Interest of Members of, or Delegates to, Congress

In accordance with 18 U.S. C., Sec. 431, no member of, or delegates to, the Congress of the United States shall be admitted to a share of part of this Agreement or any benefit arising therefrom.

E. Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (b) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq* .)]

c) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

F. Davis-Bacon Wages

In preparation of his cost estimates and the Project budget, described in Sec. VI, Part C., and Sec. VI, Part D., hereof, the Contractor shall base such estimates and the project budget on the premise that the regulations and requirements enumerated in 29 CFR Part 5, Subpart A (Davis-Bacon and Related Act) apply to the project and must be followed and obeyed by the selected contractor.

G. Conservation

The Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C., Sec.6321, et seq. The Energy Conservation requirements are applicable to all contracts.

H. Reporting, Record Retention and Access

1. The Contractor agrees to provide the Owner, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives, including any PMO Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

2. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Owner, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

I. Clean Water Requirements

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and further agrees to report each violation of these requirements resulting from any Project implementation activity of the Contractor to the FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in all of its subcontracts

J. Clean Air

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and further agrees to report each violation of these requirements resulting from any Project implementation activity of the Contractor to the FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in all of its subcontracts.

K. Conflict of Interest

No employee, officer, or agent of the Owner shall participate in selection, or in the award or administration of an agreement if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent.
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, has a financial or other interest in the firm selected for award.

The Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the Contractor, potential contractors, or parties of subcontracts.

L. Debarred Bidders

The Contractor, including any of its officers or holders of a controlling interest, is obligated to inform the Owner whether or not it, or any or its subcontractors or agents, is or has been on any debarred bidders' list maintained by the United States government. Should the Contractor be included on such a list during the performance of this Project, it shall so inform the Owner. The Contractor hereby certifies that it and its subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from any of the covered transactions by any Federal Department or agency.

M. Termination of Grant

Should this Agreement be terminated as a result of cancellation of federal funding covering this Project, the Owner will promptly notify the Contractor of the cancellation by certified mail-return receipt requested, whereupon the Contractor shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Contractor will be paid for professional services performed to said date upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

N. Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Owner and FTA , as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

O. **No Obligation by the Federal Government.**

1. The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

P. **Program Fraud and False or Fraudulent Statements or Related Acts.**

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Q. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests from Owner which would cause Owner to be in violation of the FTA terms and conditions.

SECTION D

[SUPPLY]

REPRESENTATIONS AND CERTIFICATIONS

1. REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGMENT:
By submitting this offer, the offeror:

   a. Represents that to the best of its knowledge they are not indebted to the City of El Paso. *The City will consider any outstanding indebtedness to the City, including delinquent property taxes, a factor in evaluating the responsibility of the low responsive offeror;* and

   b. Certifies that it does not and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, political belief or affiliation, and that it will abide by the Minority Business Enterprise Program of the City of El Paso.

   c. Acknowledges that it has read and understands the requirements of the specifications and all other provisions of this solicitation.

2. NOTICE TO OFFERORS

The City of El Paso Purchasing Department does not maintain an automated list of current vendors. However, every effort is made to assure that interested parties are mailed copies of appropriate solicitations, we cannot, however, guarantee 100% accuracy.

All City Formal Solicitations are advertised in THE EL PASO TIMES, with the advertisements appearing every Tuesday. All solicitations are advertised twice, with the first advertisement appearing at least two weeks prior to the due date for the offers. It is recommended that interested parties check the TIMES every Tuesday morning, and call the City of El Paso, Purchasing Department at [915] 541-4321 and ask that the specific solicitations, in which you are interested, be mailed to you.

3. REQUIRED FORMS:

All offerors are requested to complete the following forms:

FORMS APPEAR ON THE FOLLOWING PAGES

PLEASE Complete the following forms, and return them to the City of El Paso

r 3-98

FOR OFFICE USE:

___ Add

___ Delete

___ Change

✓ Update

_____ Vendor Number

CITY OF EL PASO
FINANCIAL SERVICES-PURCHASING DIVISION
TWO CIVIC CENTER PLAZA
EL PASO, TEXAS 79901-1196

FAX #(915) 541-4347
TELEPHONE # (915) 541-4179
PLEASE TYPE OR PRINT

1. BUSINESS MAILING ADDRESS: (All Offers, Purchase Orders and Correspondence)

Business Name CAPPS RENT A CAR INC

Street, P.O. Box, Suite, Etc. 8555 CARPENTER FRWY

City	State	Zip	Telephone	Fax	E-mail
DALLAS	TX	75247	(800)524-3677 X229	(214)630-7268	brading@cappsrentacar.c

2. REMITTANCE ADDRESS:

Name SAME

Address

City State Zip Telephone Fax E-Mail

3. PHYSICAL ADDRESS IF DIFFERENT:

Name

Address

City State Zip Telephone Fax E-Mail

4.

- ☐ _ Manufacturer or Producer
- ☐ _ Wholesaler
- ☐ _ Retailer
- ☐ _ Franchised Distributor
- ☐ _ Factory Representative
- ☐ _ Other_____
- ☑ _ Large Business
- ☐ _ Small Business

- ☐ _ Disadvantaged Business Enterprise
- ☐ _Asian - Pacific American
- ☐ _Black American
- ☐ _Hispanic American
- ☐ _Native American
- ☐ _Woman Owned Business
- ☐ _ Handicapped
- ☐ _ Local Business Enterprise
- ☐ _ HUB State Certified Historically Underutilized Business, please furnish copy of Certification.

[SEE NEXT PAGE FOR DEFINITIONS]

DEFINITIONS:

SMALL BUSINESS CONCERN:
Less than $1,000,000.00 in annual receipts, or fewer than one hundred [100] full time employees.

DISADVANTAGED BUSINESS ENTERPRISE:
At least fifty-one percent [51%] owned by one or more socially disadvantaged individuals, or a publicly held corporation with at least fifty-one percent [51%] of the stock owned by one or more such individuals.

WOMAN-OWNED BUSINESS:
At least fifty-one percent [51%] owned by a woman, or women, who also control and operate the business. "Control" in this context means making policy decisions. "Operate" in this context means actively carrying on day to day management

HANDICAPPED:
At least fifty-one percent [51%] owned by a person or persons with and orthopedic, otic [hearing], optic [visual], or mental impairment which substantially limits one or more of their major life activities.

LOCAL BUSINESS ENTERPRISE
A legal entity, a least fifty-one percent [51%] of which is owned by a resident, or residents of El Paso County, and which concern has been physically located within the legal boundaries of El Paso county for at least twelve [12] months.

HUB [HISTORICALLY UNDERUTILIZED BUSINESS]
A Business Enterprise, which has been granted a Certificate by the State of Texas, as an Historically Underutilized Business.

5. The City of El Paso utilizes information on Historically Underutilized Businesses (HUB), from the State of Texas General Services Commission Small Business Programs, P.O. Box 13047, Austin, Texas 78711-3047. The City encourages you to contact the State on the HUB program, if you feel you may qualify.

6. I certify that the foregoing information is a full, true and correct statement of the facts. I understand that my failure to respond to three (3) solicitations for any one class of items could cause the City of El Paso Purchasing Office to discontinue sending solicitations for that particular class. I also understand it is my responsibility to inform City of El Paso Purchasing Office in writing of any changes to this application; i.e., change of address, change of class etc. The City of El Paso does not guarantee you will receive all solicitations in your business categories. Notices of Solicitations are posted in the Purchasing Department, at the Chamber of Commerce, El Paso Hispanic Chamber of Commerce and at The Procurement Outreach Center, as well as being published in the official designated newspaper.

SAMUEL L. BRADING

Signature of Person Authorized to Sign Application

Special Projects Director 12/22/05

Title Date

LIST SUPPLIES AND/OR SERVICES OFFERED, BELOW

The City of El Paso Purchasing Department is requesting information to update their vendor records and to fulfill IRS requirement that taxpayer identification numbers (EID or Social Security) and certification be on file with the City. Failure to provide this information may require the City to withhold 20% of payments due you or your firm and pay that amount directly to the IRS.

CITY OF EL PASO
FINANCIAL SERVICES-PURCHASING DIVISION
TWO CIVIC ENTER PLAZA
Tel. No. (915) 541-4308 EL PASO, TEXAS 79901-1196 Fax No. (915) 541-4347

BUSINESS ORDERING ADDRESS	BUSINESS BILLING ADDRESS
FIRM NAME: CAPPS RENT A CAR, INC	FIRM NAME: SAME
ADDRESS: 8555 Carpenter Fwy	ADDRESS: SAME
CITY/STATE: DALLAS, TX 75247	CITY/STATE: SAME
TELEPHONE: (800) 524-3677 X229 FAX: (214) 630-7268	E-Mail: brading@cappsvanrental.com

EIN OR SSN: 75-116 5827 INCORPORATED IN STATE OF: TX;
PARTNERSHIP: GENERAL ☐ OR LTD. ☐; SOLE PROPRIETORSHIP ☐; JOINT VENTURE ☐;
OTHER: _____.

1. I certify under penalty of perjury that the tax identification number is correct.
2. I certify under penalty of perjury that I am not subject to backup withholding.

AUTHORIZED SIGNATURE [signature] DATE 12/22/05
PRINT NAME & TITLE Special Projects Director

SAMUEL L. BRADING

FTA ADDENDUM

ADDITIONAL REPRESENTATIONS AND CERTIFICATIONS

INDEX:

I. SCHEDULE OF DBE/WBE PARTICIPATION

II. LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

III. BUY AMERICAN CERTIFICATE
PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

IV. BIDDER'S CERTIFICATION STATEMENT

V. CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

VI. CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

VII. CERTIFICATION OF RESTRICTION ON LOBBYING

ADDITIONAL REPRESENTATIONS AND CERTIFICATIONS

SCHEDULE OF DBE/WBE PARTICIPATION

_____
Name of Prime Contractor

Name of DBE/WBE Contractor	Address	Type of Work	Start/End Dates	Agreed Price
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

NOTE

The undersigned will enter into a formal agreement with Disadvantaged Contractors for work listed in this schedule conditioned upon the execution of a contract with the City of El Paso.

_____
Signature

_____
Name of Prime Contractor

_____
Date

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

To: _____
Name of Contractor

The undersigned intends to perform work in connection with the above project as (check one):

_____ an individual _____ a corporation

_____ a partnership _____ a joint venture

The disadvantaged status of the undersigned is confirmed (a) in the City of El Paso's DBE/WBE Directory dated _____
or (b) on the attached Disadvantaged/Women Business Enterprise Certification Form (Available at Purchasing Department).

The undersigned is prepared to perform the following described work in connection with the above project, _____

_____

_____

_____

_____

at the following price: _____.

_____ percent of the dollar value of the subcontract will be sublet and/or awarded to non-disadvantaged contractors and/or non-disadvantaged suppliers. The undersigned will enter into a formal agreement for the above work with you conditioned upon your execution of a contract with the City of El Paso.

_____
Disadvantaged Contractor

_____
Signature

_____
Date

Applies only to contracts for the purchase of motor vehicles.

BUY AMERICA CERTIFICATE
PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

The Bidder hereby certifies that it will comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

Date: 12/22/05

Signature: [signature]

Company Name: Capps Rent A Car Inc

Title: Special Projects Director

or

Certificate for Non-Compliance with Section 165(a)

The Bidder hereby certifies that it cannot comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982 and regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

BIDDER'S CERTIFICATION STATEMENT

1. Certification with regard to the performance of previous Contracts or Subcontracts subject to the Equal Employment Opportunity Clause and the filing of required reports.

The bidder CAPPS RENT A CAR INC, and/or proposed Subcontractor NONE, hereby certifies that they have ✓, have not _____ participated in a previous Contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 1114, or 11246, and that they have _____, have not ✓, filed with the Joint Reporting Committee on Equal Employment Opportunity, all reports due under the applicable filing.

CAPPS RENT A CAR INC
Company Name

by: [signature]
Signature

SPECIAL PROJECTS DIRECTOR
Title

Dated: 12/22/05

Note: The above certification is required by the Equal Employment Opportunity Regulation of the Secretary of Labor (41 CFR 60-1.7) (b)(1), and must be submitted by bidders and proposed subcontractors only in connection with Contracts and Subcontracts which are subject to the Equal Employment Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5 (generally only Contracts or Subcontracts of $10,000 or under are exempt).

Currently, Standard Form 100 (EE0-1) is the only report required by the Executive Orders or their implementing regulations. Proposed Prime Contractors and Subcontractors who have participated in a previous Contract or Subcontract subject to Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of Contracts and Subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by the Federal Department of Transportation or by the director, Office of Federal Contract Compliance, United States Department of Labor.

~~2. Certification of Non-collusion. The bidder being sworn deposes and says,~~ Capps Rent A Car Inc the Contractor, submitting this bid, and that its agents, officers or employers have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or with any City official.

Capps Rent A Car Inc
Company Name

by: [signature]
Signature

Special Projects Director
Title

Dated: 12/22/05

3. Ineligible Contractor. The bidder hereby certifies that it is/~~is not~~ (underscore one) included on the United States Comptroller General's consolidated list of persons or firms currently debarred for violations of various public contracts incorporating labor standard provisions.

Capps Rent A Car Inc
Company Name

by: [signature]
Signature

Special Projects Director
Title

Dated: 12/22/05

CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract), _____, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal).

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

_____

Signature and Title of Authorized Official

The undersigned Chief Legal Counsel for the _____hereby certifies that the

has authority under State and Local law to comply with the subject assurances and that the certification above has been legally made.

_____

Signature of Applicant's Attorney

_____

Date

CERTIFICATION OF PRIMARY PARTICIPANT

REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (applicant for an FTA grant of cooperative agreement, or potential contractor for a major third party contract), _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.

(If the Primary Participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

_____

Signature and Title of Authorized Official

The undersigned Chief Legal Counsel for the _____ hereby certifies that the _____ has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

_____ _____

Signature of Applicant's Attorney Date

CERTIFICATION
OF
RESTRICTIONS ON LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance is place when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this 22nd day of Dec 2005.

Company Name: CAPPS RENT A CAR INC

By: signature of company official

Special Projects Director

title of company official

6. OFFER DELIVERY RESPONSIBILITY:
The offeror accepts all responsibility for delivering its offer to address stated above within the specified time or the offer will be considered non-responsive and will be mailed back unopened. If the envelope does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.

7. DESCRIPTIVE LITERATURE:
Descriptive literature, where applicable, containing complete specifications or other information sufficient for the City to determine compliance with the specifications must accompany each bid. If an offeror wishes to furnish additional information, more sheets may be added. To be submitted in DUPLICATE.

8. OFFER DOCUMENTS, SUPPORTING LITERATURE AND RELATED DATA:
Related data, where applicable, will be made part of the bid. All documents, literature and related data submitted as an offer becomes the property of the City of El Paso.

9. ALTERNATE OFFERS:
Alternate offers may be submitted, if they meet the minimum requirements of the specifications. For full consideration, all necessary technical data will be furnished with such alternate bids so proper evaluations can be made.

10. SOLICITATION CHANGES OR CLARIFICATIONS:
Requests for changes or clarifications to this solicitation are welcomed by the Purchasing Department for its consideration, **provided the requests are made in writing, and received before the Wednesday before the bid opening date. Requests received after that time may not elicit a response.**

All requests will be mailed to the City of El Paso, Financial Services-Purchasing Division, ATTN: Jesus M. Juarez Procurement Analyst, Two Civic Center Plaza, El Paso, Texas 79901-1196 or faxed to (915) 541-4347.

11. **ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS:**
ALL AMENDMENTS WILL BE ACKNOWLEDGED ON THE *SOLICITATION, OFFER, AND AWARD* FORM (ITEM NO. 10); FAILURE TO DO SO MAY CAUSE THE BID TO BE REJECTED.

12. BID PREPARATION COSTS:
This solicitation does not commit the City of El Paso to pay any costs incurred in preparing and submitting the proposal or to contract for the services specified.

13. DEFINITION OF COMPLETE:
The word "complete" means that each proposed unit of equipment will include all appurtenances, fasteners, parts, accessories and services ordinarily catalogued.

14. ADDITIONAL INFORMATION:
For further procedural information concerning this Invitation for Bids contact Jesus M. Juarez, Procurement Analyst, Financial Services-Purchasing Division, telephone no. (915) 541- 4317, FAX no (915) 541-4347.

15. ACCEPTANCE OR REJECTION OF BIDS:
The City reserves the right to accept or reject any or all bids, to waive all minor technicalities, and to accept the bid or bids determined to be the most favorable to the City.

16. TIME AND PLACE OF OPENING:
Offers will be opened and read in Council Chambers, Second Floor, City Hall, shortly after 2:00 p.m. on opening day. However, you are cautioned that offers must be received in the Purchasing Department, before the time stated in paragraph two, above.

17. NOTICE TO NONRESIDENTS:
Offers received from nonresidents (bidders whose principal place of business is not in the State of Texas) must be lower than offers from Texas bidders by the same amount that a Texas bidder would be required to underbid a resident bidder, to obtain a comparable contract, in the state in which a nonresident bidder's business is located. **This paragraph does not apply to contracts involving federal funds.**

18. ROUNDING:
Except those commodities normally priced to four decimal places, bids submitted beyond two decimals will be rounded off to the nearest cent.

19. UNIT PRICES:
In the event of a discrepancy between the unit price offered, and the extension thereof, the unit price shall prevail.

20. TIE BIDS: **REV. 06/10/97**
In case of a tie, the successful bid will be determined by lot unless the principal place of business of one, but not more than one, of the parties to the tie is located in the City of El Paso in which case the award will be made to the local vendor.

21. BID RESULTS:
Any questions concerning bid results should be directed to the City of El Paso Financial Services-Purchasing Division, Two Civic Center Plaza, El Paso, Texas, 79901-1196.

22. BID TABULATIONS:
To better serve bidders with a complete, tabulated, report, the Purchasing Department will accept **requests for FAX or mail copies of bid results after 1:00 P.M., Friday, the week of bid opening,** telephone no. (915) 541-4319; fax no. (915) 541-4347. No results will be given over the phone.

23. FAILURE TO RESPOND TO SOLICITATIONS:
Any offeror who fails to respond to three consecutive solicitations will be purged from the mailing list. It is the offeror's responsibility to remain on the mailing list under his requested commodity classes.

24. TIME:
Time of delivery is of the essence.

SECTION F

EVALUATION FACTORS FOR AWARD

1. All offers are subject to the terms and conditions of this solicitation. Material exceptions to the terms and conditions, or failure to meet the City's minimum specifications, shall render the offer non-responsive to the solicitation.

2. Any award made under this solicitation shall be made to the lowest responsive, responsible bidder, price and other factors considered.

3. Only one single contract shall be awarded as the result of this solicitation.

4. Prompt payment discounts will be considered when determining the apparent lowest bidder, providing the City is allowed at least ten (10) days in which to take advantage of the discount.

__. **DETERMINATION THAT THE PRICE[S] OFFERED IS/ARE REASONABLE**

As part of the requirement to establish the ***responsibility*** of the offeror, the City of El Paso may perform a price analysis to determine the reasonableness of the price[s] at which the services are offered. Prices which are significantly lower than the mean of all offers, and appear to be un-reasonably low, may be determined to be evidence of non-responsibility, and cause the offer to be rejected.

SCHEDULE F NARRATIVE

Currently ABTPA does not fund indirect costs, except for the Council of Governments agencies. Applicants may not use option (A) without having an official cost allocation plan developed in accordance with OMB Circular No. A-87. The amount may be entered as ABTPA funds or cash match for those applicants having such an approved plan.

PROGRAM NARRATIVE

(Instructions)

I. To be considered for funding, a proposed grant project:

1. Must address a problem that is clearly identified, is measurable and is supported by relevant statistical evidence;
2. Must minimize duplication or overlapping of existing programs;
3. Must have a design wherein the activities and goals are realistic and attainable;
4. Preferably should, but is not required to, be innovative in its concept/ design/operation; (a project is considered innovative if it provides a new and different strategy or approach that prevents, deters, intervenes, or stops a criminal act from occurring);
5. Must have a cost structure which is realistic when compared to its goals;
6. Must cooperate and coordinate its activities with other appropriate agencies/projects;
7. Must include measures to assure that it demonstrates cross-cultural awareness in all project activities and in its staffing and training; and
8. Must include a proposed evaluation design that provides relevant data to measure the effectiveness of the project and a plan for performing such evaluation.

II. Accordingly, the Program Narrative must present the information by which the eligibility and merit of the project can be assessed. Applications will be scored and ranked numerically, for funding consideration, according to the congruence of the project with the criteria stated above. At a minimum, the five sections of the Program Narrative must include the following information:

1. **PROBLEM STATEMENT & HISTORICAL INFORMATION: (Please limit information to 2 pgs)**
   - Provide an assessment of the auto theft problem in the areas of coverage and what efforts have been undertaken to address it.

     a. Describe and document trends of the problem and the need that makes this grant necessary. (e.g., cite 3 years of UCR data)

     b. Identify the target population and the geographic target area.

     c. Describe existing activities that address the problem.

     d. Describe the extent to which this project will duplicate or overlap existing activities, and why that (if any) is necessary.

     e. Provide and cite accurate statistical date for problem in project area.

(Instructions Continued)

2. **PROPOSED GOALS & OBJECTIVES:**
The applicant must provide specific goals and objectives for the project that are consistent with the proposal. The goals should reflect the overall impact that you intend the project to attain.

The objectives should explain how the goal will be accomplished. The activities described should support the goal and be Specific, Measurable, Action-oriented, Realistic, and Time-oriented.

a. Describe the specific goals of the project.
b. Describe the proposed activities of this project. Include any quantifiable data by which project activities can be measured.
c. Describe how the project will impact the stated problem.
d. Describe the functions of significant personnel involved.
e. Describe proposed plan for auto theft crime prevention, education and training.

3. **FUNCTIONS OF PROPOSED PROJECT:**
The functions of the project should:

- Identify the target population, the estimated number of persons to be served, and the service needs to be met by this project.
- Describe the applicant's experience or qualifications.
- Describe how this project will cooperate / coordinate activities with other appropriate agencies/projects.
- Describe in what way (if any) is this project innovative and what methods taken to assure that the project demonstrates cross-cultural awareness in all project activities and in its staffing and training.

4. **EVALUATION DESIGN:**
- The program evaluation should indicate how the applicant will assess the success of the project and the extent to which the strategy achieved the project's goals and objectives.

a. Describe the design of a plan for local evaluation of this project.
b. Cite relevant data that will be used to measure the effectiveness of this project.
c. Describe the mechanism to evaluate the program's progress.

EL PASO/JUAREZ FACT SHEET
Estimated Population as of December 31, 2006

City of El Paso	624,365
Remainder of El Paso County	130,720
Total for County of El Paso	755,085*
Ciudad Juarez, Mexico	1,563,973**
Total Metro	2,319,058

Projected Population to 2020

City of El Paso	767,750
Remainder of El Paso County	169,497
Ciudad Juarez, Mexico	2,541,900**
Total Metro	3,479,147

* Source: Development Services, Planning Division. The Age Cohort Model started with 2000 Census data and includes influence by historic birth, death, and fertility data. Migration of existing population was estimated at 25%.

** Estimated and projected population source: Calculos del IMIP, datos de INEGI y del Plan de Desarrollo Urbano, 2003.

El Paso, Texas

Date incorporated	1873
Mayor	John Cook
Altitude	4,000 ft. ASL
Latitude	31° 45" 31.9' North
Longitude	106° 29" 34.4' West
Time zone	Mountain
Mean high temperature	76.8°F
Mean low temperature	50.6°F
Mean precipitation	8.65 inches
Mean # of days clear skies	202 days per year
Mean # of days partly cloudy	108 days per year
Mean # of days with precipitation of 0.01 inches or more	49 days
Mean wind speed	1.1 mph
Mean wind direction	229° (Southwest)
Mean peak gust direction	From South
Highest Mountain peak	7,200 feet
Land Area (City)	251.1 square miles
Land Area (County)	1058 square miles
Location	Southwest Texas adjoining New Mexico and Mexico.
County	El Paso County

THE CITY OF EL PASO IS THE 5th LARGEST CITY IN TEXAS AND THE 23rd LARGEST CITY IN THE UNITED STATES.
THE CITY OF JUAREZ IS THE 5th LARGEST CITY IN MEXICO.
(RANKING ACCORDING TO THE YEAR 2000 U.S. CENSUS AND XII CENSO 2000)

1. Problem Statement and Historical Information (See Instructions on page 19)

Land Ports and Border Areas have been identified as special targets for vehicle theft according to the National Insurance Crime Bureau (NICB). NICB has reported that nine of the top ten metropolitan areas for vehicle theft are in or near land ports, i.e., Canadian and Mexican borders. Many of the stolen vehicles are shipped overseas or driven across international borders. NICB estimates approximately 200,000 stolen vehicles are illegally exported out of the country each year. A decline in recoveries of stolen vehicles is particularly troublesome and indicates a growth in well-organized, professional theft rings that direct stolen vehicles to "chop shops" or illegal exportation. These alarming trends and projected increases demand increased vigilance and the continuation of anti-auto theft initiatives and strategies. Modifications of previous tactics and the introduction of new strategies have been implemented to maintain a proactive approach to vehicle theft and related crimes. Despite successful operations, four major issues continue to plague El Paso County: Demographics, Isolation, Commercial Profit Thefts supported by organized criminal activities and continued incidents of auto thefts.

DEMOGRAPHICS AND TARGET POPULATION – The estimated population of El Paso, Texas is 624,365 within the city limits and another 130,720 for the remainder of the county for a total of 755,085. The population is represented by 78% Hispanic, 17% Non-Hispanic/White, 2.7% Black, and 1.3% Other. Fort Bliss, Texas (which is located within the El Paso City limits) is the second largest army post and currently supports 15,000 permanent military and approximately 68,500 family members. The base is expected to expand by approximately 20,000 permanent troops over the next two-years as a part of the BRAC expansion program. El Paso's sister city of Ciudad Juarez has a population of nearly 1.5 million. The El Paso/Juarez Metro-plex is the largest International Metro-plex in the world with a combined population of about 2.3 million people. There were approximately 568,357 vehicles registered in El Paso County for the 2007 fiscal year. In addition to the vehicle theft crimes, criminal activity includes registration violations, fraud, counterfeit operations and non-title state operations.

ISOLATION – The isolation of El Paso as part of Texas creates an atmosphere demanding residence in or near the city limits. El Paso County encompasses 1,058 square miles. Sixty-miles of the southern edge share the international border with Mexico dominated by the City of Juarez. El Paso's surrounding area consists of numerous smaller communities that house an excessive number of salvage yards and chop shops. The northern and western edge of the county abuts New Mexico. In addition to salvage yards and chop shops, these organized criminal organizations utilize jurisdictional restrictions to provide a pipeline for the distribution of stolen vehicles into New Mexico and other destinations northward. The eastern side of the county abuts Fort Hancock, and Esperanza, which are at the locations of two additional ports-of-entry into Mexico that are minimally staffed. El Paso has four international ports-of-entry into Mexico. El Paso is the largest International Metro-plex in the world, and according to US Customs, it represents the highest number of pedestrian and automobile traffic in the United States. Interstate 10 passes through the County, east and west, and provides easy access to the international border. The close proximity to international boundaries and state lines provide a means to rapidly move stolen property from El Paso through this thoroughfare. The jurisdictional issues, legal issues, and recovery issues are obstacles that hinder successful operational, investigative and intervention initiatives. El Paso serves as a direct pipeline between the identified crime episode (anywhere in the U.S. or Mexico), and an extensive distribution network that disposes of stolen vehicles and parts to both national and foreign markets. Auto theft has become a sophisticated business and is one of the 'staple' enterprises of many organized crime groups. Export Rings, Frontera Rings, Chops Shops, Distribution Networks, etc., satisfy the supply and demand needs of illegal activity. Recent activities and events have demonstrated a direct correlation between auto thefts, narcotics, and other smuggling operations in El Paso.

ISOLATION (continuation) –As a result, auto theft has developed into a significant indicator of major crime activity. Conspiracy cases that associate auto thieves with business entities have increased. These operations include import/export operations, salvage yards, insurance distributors, registration facilities, criminal street/prison gangs, motorcycle clubs, and narcotic cartels in Mexico.

REORGANIZATION – In spite of recent budget reductions (federal, state and local), the department has undertaken measures to adopt a set of organizational activities on the part of management designed to improve organizational efficiency, productivity, and / or competitiveness. Currently, there are eight additional officers that are assigned to the Task Force on a temporary duty status, not listed on Schedule A Personnel of this grant.

HOMELAND SECURITY – With historic and statistical data supporting the value of stolen vehicles to terrorist activity, the Auto Theft Task Force has been identified as a security measure and prevention tool in the war against terrorism. Worldwide, stolen vehicles have been a resource for terrorists as a funding source and also to commit crimes such as car bombings, kidnappings, and other illegal activities. Unlike first responders that react to criminal activity resulting from terrorist acts, the goals and objectives of the Auto Theft Task Force are in prevention, detection, identification, and intelligence. The tactics and strategies being developed to address these tasks will assist in anti-auto theft initiatives.

SUMMARY – The demographics, project site's isolation, organized criminal activity, reorganization, and homeland security responsibilities demand a substantial staffing level to manage extensive time consuming operations to successfully target ongoing criminal activity that involves stolen vehicles and related crimes in the City and County of El Paso. Key priorities call for domestic law enforcement projects and an international strategy. These problems are unique to border cities; however, these problems are compounded by El Paso's size and role in the scheme of its Metro-plex design.

HISTORICAL DATA – UCR Stats, City of El Paso:

Year 2004: Motor Vehicle Thefts	1,840 from 2003 to 2004 there was a 1% decrease
Year 2005: Motor Vehicle Thefts	2,479 from 2004 to 2005 there was a 34.7% increase
Year 2006: Motor Vehicle Thefts	3,290 from 2005 to 2006 there was a 32.71% increase
Year 2007: Motor Vehicle Thefts	3,049 from 2006 to 2007 there was a 14.2 decrease

Non-UCR numbers showed an 8.2% increase in theft of vehicles from 2004 (1393) to 2005 (1508), these numbers are incident - based numbers. The noted goals are in regard to the incident – based numbers.

UCR number for	2005 = 2,479	2006 = 3,290	2007 = 3,049
Non UCR number for	2005 = 1,619	2006 = 2,203	2007 = 2,333
Burglary of vehicles:		2006 = 3,257	2007 = 3,212

2. Goals and Objectives (See Instructions on page 20)

The following Proposed Goals and Objectives address auto thefts in the City / County of El Paso, Texas. UCR numbers indicate that the City of El Paso had a decrease in auto thefts from 2006 to 2007 of 14.2%.

Goal #1: In the primary area of assignment, City of El Paso, the Auto Burglary & Theft Task Force (ATTF) will strive to achieve a 3% reduction of auto thefts within the coverage area from the previous fiscal year (07 / 08); however, numbers for the grant application have not been finalized. The El Paso County Auto Burglary & Theft Task Force, comprised of the El Paso Police Department, will utilize a combination of the following task force models to target auto thefts in the El Paso area: Investigations, Intelligence, and Surveillance. The auto thefts will be addressed by controlling, reducing and stabilizing auto thefts in addition to other related crimes. Key priorities facilitated by the Auto Burglary & Theft Task Force include the disruption and dismantling of auto theft organizations by investigation, arrest, prosecution, and ultimately imprisonment of auto thieves and stolen auto traffickers. The El Paso Auto Burglary & Theft Task Force initiatives will emphasize attacking auto theft organizations at every level through a careful coordination of local, state, federal, and foreign criminal enforcement, as well as civil & regulatory enforcement related to auto theft crimes.

In addition to the 3% reduction of auto thefts and among the many arrests throughout the year, the Auto Burglary & Theft Task Force will diligently work toward the arrest of at least 4-high profile career auto thieves in the El Paso Metro-plex area, an average of one for each quarter of the fiscal year.

Objectives to accomplish Goal #1 are as follows:

- Aggressive follow-ups on investigative leads related to auto theft to impact and reduce vehicle thefts. This objective will be impacted by the utilization of several initiatives: Big Rico - Little Rico, Operation Hard-Line and Operation Red Flag.

- Effective and efficient surveillance will place emphasis on the profile of a career auto thief. The Auto Burglary & Theft Task Force will enhance field intelligence for the timely identification of vehicle theft offenses prior to a vehicle theft occurring. This aggressive stance against auto thefts will help to reduce the vehicle theft toward the targeted goal.

- Coordination on vehicle theft cases with the District Attorney's Office along with training of Auto Burglary & Theft Task Force personnel in criminal law and case management will successfully contribute to the conviction rate in the City and County of El Paso.

- The Auto Burglary & Theft Task Force goal of reducing auto thefts will be enhanced by the department's CALEA accreditation of the El Paso Police Department. This accreditation has enhanced both accountability and documentation related to the grant requirements.

- Conduct Bridge Operations for the identification of auto thieves through Border Star funding affecting the impact of on-going investigations and/or field surveillance of auto thieves. The bridge operations will also focus on vehicles exiting the U.S. displaying H.E.A.T. stickers to ensure that only those authorized to drive the vehicle are doing so. Bridge operations will be scheduled weekly during the quarterly reporting period totaling at least fifty-two bridge operations during the fiscal year.

Goal #2: Enhancement of Border Partners Initiatives: Border Partners will utilize an international strategy that will continue to emphasize the U.S. pursuit of cooperative efforts with Mexico to confront the problems of supply, demand, trafficking in stolen vehicles and related crimes. Specifically, the Auto Theft Task Force will work closely with Mexican law enforcement agencies to promote the exchange of information related to auto theft in the area.

By working with our Border Partners, the Auto Burglary & Theft Task Force will increase auto theft recoveries in Mexico by at least 2% over the previous fiscal year. At least one weekly contact or visit with Mexican officials will be conducted over the term of the fiscal year.

Objectives to accomplish Goal #2 are as follows:

- Initiatives will address salvage-yard and storage facilities in the City and County of El Paso for compliance of salvage-yard laws, and inventory checks for stolen vehicles.
- Interdict vehicle shipments, impede and ultimately dismantle auto theft organizations through international criminal, civil and regulatory enforcement.
- The Auto Burglary & Theft Task Force Border Partners will conduct two-training sessions for its counter parts in Mexico in areas pertaining to finger printing / lifting, identification of stolen vehicles and other issues related to auto theft.
- Continue recovering vehicles in Mexico through OnStar encourage other vehicle recovery companies to expand to our area.

Goal #3: Crime Prevention: Education initiatives to prevent auto thefts, i.e. H.E.A.T. Drives, Protect Our Parts (POP), CHOP Shop (Citizens Helping Other People) and 'Watch Your Car' program initiatives. The Task Force will disseminate information and provide training and instruction in crime prevention. This will reinforce working partnerships with the public to address the causes of auto theft crimes, promote prevention of auto theft, and educate Law Enforcement Officials on both sides of the border on prevention.

Objectives to accomplish Goal #3 are as follows:

- The Auto Burglary & Theft Task Force - Crime Prevention Officer will have a display booth in each of the four major malls in the County of El Paso. The display will encourage H.E.A.T. registration and provide education to the public on auto theft initiatives.
- The Auto Burglary & Theft Task Force Crime Prevention Officer will increase public contacts by 15 per quarter for the fiscal year.
- Increase the number of H.E.A.T. registered vehicles in the County of El Paso by 1,000 for the fiscal year and encourage re-activation of expired H.E.A.T. registrations in the County of El Paso. The number of registrations will be recorded by the Crime Prevention Officer to keep accurate count to achieve our intended goal.
- VIN etching events will be held during 'Watch Your Car' month and throughout additional events to promote and provide vehicle identification labeling to positively deter the sale of stolen vehicles or vehicle parts.
- Initiatives such as passing out 'Stick It' flyers during traffic checkpoints and placing "50-ways to Watch Your Car" flyers on high profile vehicles will be conducted.

Objectives to accomplish Goal #3 - continuation:

- The Auto Burglary & Theft Task Force will encourage companies to test experimental equipment that is considered and designed for auto theft deterrence.
- Media releases or announcements, and photos of offenders of auto crimes will be posted in the department's website.

The proposed two goals and objectives to address burglary of vehicles by this grant application are to strive to achieve a 1% reduction of burglary of vehicles through media spots, education and public awareness events. Non-UCR numbers indicate that the City of El Paso had a decrease in burglary of vehicles from 2006 to 2007 by 1%.

Goal #4: Enforcement goal for Burglary of Vehicles – In the primary area of assignment, City of El Paso, the Auto Burglary & Theft Task Force (ATTF) will strive to achieve a 1% reduction of burglary of vehicles within the coverage area from the previous fiscal year (07 / 08); however, numbers for the grant application have not been finalized. The El Paso County Auto Burglary & Theft Task Force, comprised of the El Paso Police Department, will utilize a combination of the following task force models to target the increasing number of burglary of vehicles in the El Paso area: Intelligence and Surveillance will be used in order to control, reduce and stabilize the number of vehicles burglarized in the El Paso area.

Key priorities facilitated by the Auto Burglary & Theft Task Force include the disruption and dismantling of burglary of vehicle organizations by investigation, arrests, prosecution, and ultimately imprisonment of organized burglary rings and their members. The El Paso Auto Burglary & Theft Task Force initiatives will emphasize attacking burglary of vehicle organizations at every level through a careful coordination of local, state, federal and foreign criminal enforcement, as well as civil enforcement efforts related to the crime of burglary of vehicles.

Objectives to accomplish Goal #4 are as follows:

- Effective and efficient surveillance will place emphasis on the profile of a career burglar. The Auto Burglary & Theft Task Force will enhance field intelligence for the timely identification of burglary offenders and their known areas of operation. This aggressive stance against burglary offenders will help to reduce the number of vehicles burglarized and help ATTF reach targeted goals.

- Coordination on burglary of vehicle cases with the District Attorney's Office along with training of Auto Burglary & Theft Task Force personnel in criminal law and case management will successfully contribute to the conviction rate in the City and County of El Paso.

- The Auto Burglary & Theft Task Force goal of reducing burglary of vehicles will be enhanced by the department's CALEA accreditation of the El Paso Police Department. This accreditation has enhanced both accountability and documentation related to the grant requirements.

Goal #5: Crime Prevention for Burglary of Vehicles – Burglary of vehicles is a gateway crime associated to other crimes not limited to theft and identity theft. The El Paso County Auto Burglary & Theft Prevention Officer's goal will be to reduce the Burglary of Vehicles in El Paso by 1% through media spots, education and public awareness events. The Task Force will disseminate information; provide training and instruction in crime prevention. This will establish working partnerships with the public to address the causes of burglary of vehicles promote prevention and educate Law Enforcement Officials on both sides of the border on prevention.

Objectives to accomplish Goal #5 are as follows:

- The Auto Burglary & Theft Task Force Crime Prevention Officer will conduct auto crime prevention presentations to schools, private, and public organizations. During those presentations, the Auto Burglary & Theft Prevention Officer's emphasis will be on burglary of autos and auto theft prevention. 15 – 20% more public displays will be conducted in the City of El Paso and Ft. Bliss area.

- The growth of the El Paso Region spurred new retail shopping centers. A portable display booth will be utilized in each of the major malls. The new retail shopping center will be addressed by the Crime Prevention Officer and Auto Crime Prevention Displays will be utilized to target the increasing population of the El Paso.

- With the expected Military expansion of Ft. Bliss by over 60,000 new troops, not including their dependants, the Crime Prevention Officer will work directly with the Provost Marshall of Ft. Bliss to educate the newcomers. The Crime Prevention Officer will provide the troops with welcome packages that include crime prevention materials provided by the ABTPA and the El Paso Police Department.

QUANTIFIABLE DATA

1. The Auto Burglary & Theft Task Force maintains statistical data for ABTPA through monthly, quarterly and annual reports. The quarterly reports include arrest ratios, recovery amounts, recoveries and auto theft rates

2. The I-Leads case management system is used to keep track of investigative assignments and dispositions to produce quantifiable data.

IMPACT OF PROJECT ON STATED PROBLEMS

1. **Law Enforcement/Detection / Apprehension Projects:** The Auto Burglary & Theft Task Force will impose an integrated and coordinated enforcement effort to target both domestic and international auto theft issues. Taking into account differing criminal thresholds, the Auto Burglary & Theft Task Force will dismantle and eliminate illegal resources operating in the project area with targeted investigations on various charges.

2. **Prosecution / Adjudication / Conviction Projects:** The Auto Burglary & Theft Task Force provides prosecutors with sophisticated and specialized resources to satisfy prosecutorial discretion in case selection for trial. The investigative model seeks to include prosecutors at the earliest possible stage to ensure cases are acceptable for prosecution.

IMPACT OF PROJECT ON STATED PROBLEMS - continuation

3. **Prevention / Anti-Theft Devices / Automobile Registration Projects:** The Auto Burglary & Theft Task Force will actively seek out and arrange for testing of experimental equipment for past products and prototypes related to auto theft prevention. All products will be displayed to the public at crime prevention fairs. Additionally, the Crime Prevention Officer will provide direct service to the community, oversee and equip his counterparts at the five regional commands to continue promotion of registration projects.

4. **Reduction of the Sale of Stolen Vehicles or Parts Projects:** The Crime Prevention Officer through the C.H.O.P. Shop project and upon request will offer VIN etching to vehicle owners. Property identification through markings that include the person's Texas Driver's License Number continues to be the responsibility of the Crime Prevention Officer through coordination with the Fire Department.

FUNCTIONS OF SIGNIFICANT PERSONNEL
GRANT FUNDED PERSONNEL

1. Two Sergeants to serve as field supervisor of the designated field team and are responsible for tactical level enforcement.
2. Eleven Detectives or officers distributed among investigations, Border Partners and field teams.
3. One Civilian Translator assigned to Border Partners.

FUNCTIONS OF SIGNIFICANT PERSONNEL
WITHOUT GRANT FUNDING
THE EL PASO POLICE DEPARTMENT WILL ASSIGN:

1. One Lieutenant to serve as project director and section commander of the El Paso County Auto Theft Task Force.
2. One Sergeant to perform administrative and field duties.
3. Ten Detectives or officers distributed between investigations, Border Partners and field teams.
4. One Officer assigned to Crime Prevention.
5. One Senior Office Assistant to perform administrative duties.

CRIME PREVENTION, EDUCATION AND TRAINING

The El Paso County Auto Burglary & Theft Task Force will continue its efforts in the H.E.A.T. program and the Protect Our Parts (POP) training and instruction program, which increases community involvement. The task force will also incorporate the following into their prevention strategies:

1. **C.H.O.P. Shop:** The concept of "Citizens Helping Other People" is to advertise the importance of the auto theft related issues, especially prevention. The Prevention Officer also conducts several major crime prevention fairs at the four major malls to showcase accomplishments, reach out to educate and empower the public, explore new relationships, and develop sources of information. To conduct these prevention fairs, the Prevention Officer will utilize the assistance of former victims obtained through volunteer programs, active solicitation, theft acknowledgement letters, quality control surveys and victim surveys.

2. **Consortium of Law Enforcement and Private Security:** The Auto Burglary & Theft Prevention Task Force regards private security as a private complement to the public criminal justice system. As a result, the Auto Burglary & Theft Task Force will utilize the efforts of both entities to focus on auto theft issues. Law enforcement is designed to detect and apprehend (reactive), where private security is designed to prevent and protect (proactive). The dimensions of private security can complement the goals of the task force, especially in the area of personnel, resources, and sources of information.

3. **Keeping Auto Theft Activity Out of Rental Property:** Apartment complexes and motel parking lots are significant problem sites for vehicle thefts and are often used as temporary storage facilities by thieves. The development and implementation of Landlord Training Programs will help the Auto Burglary & Theft Task Force assist property owners, property managers, and residents keep illegal activity out of rental property.

Media/Press Releases: Working with print and electronic media, the Auto Burglary & Theft Task Force will provide community alerts on trends and patterns to area residents to reinforce the importance of auto theft crimes, promote education to the public, and promote community involvement.

3. Functions of the Proposed Project (See Instructions on page 20)

The El Paso County Auto Burglary & Theft Task Force will pursue auto theft initiatives dealing with prevention and interception; and will formalize the objectives that include the disruption and dismantling of criminal organizations with a special interest in auto theft as part of its domestic efforts.

Multi-national cooperative law enforcement efforts integrating intelligence, international liaison, and investigation will be the foundation of the Task Force's international strategy. This model relies heavily on electronic reporting, a citizen assistance program, and coordinated law enforcement initiatives with Mexican officials. The goal is to provide a model plan that can eventually be implemented at every port to stop the exportation of stolen vehicles.

The Auto Burglary & Theft Task Force will facilitate the pooling of expertise and other resources to address the entire spectrum of auto theft activity that includes syndicated crime organizations and unaffiliated small workgroups referred to as Frontera rings and criminal street gangs.

INTERCEPTION

The Auto Burglary & Theft Task Force will have an investigative orientation with formal planning and strategies emphasizing criminal organizations and specific criminals. Taking the task force to new levels, a staff intensive and comprehensive approach will include the following tactics:

1. **El Paso County Area Auto Theft Information Network:** The Task Force will amass auto theft related information from a variety of sources that are generated from patrol's field contacts, crime prevention initiatives, international cooperatives, suspect / associate debriefings, federal access, and informant information. This will allow for the creation of analytical databases and a timely transmission to the appropriate recipient. Intelligence gathering and information sharing will allow for more action from other agencies.

2. **Big RICO, Little RICO:** Auto Burglary & Theft Task Force will implement a multi-agency (local, state, and federal) investigative response to target major conspiracies operating across multiple jurisdictions, which may include one or more prosecution authorities. The Task Force will establish a formal project mechanism whereby investigative and prosecutive resources can be allocated to focus and manage on a shared basis against targeted offenses and offenders that include Active Criminals in Auto Theft (ACAT / identified repeat offenders). Tactics will include electronic surveillance, assets forfeiture to secure illicit profits and proceeds, witness testimony through grand jury subpoena, investigative grand juries through the Attorney General's Office, use of conspiracy and anti-trust laws, special perjury prosecutions, and net worth investigations.

   Already instrumental in this endeavor is the working partnership the Auto Burglary & Theft Task Force has with the Procuraduría General de la Republica (PGR), which is the key enforcement and established money laundering unit to search, seize, arrest, and present cases to the Mexican Judiciary targeting Mexican Banks and smaller Mexican businesses where currency can be exchanged.

3. **Operation Hard-Line:** The Task Force will incorporate civil and regulatory authorities to increase the use of civil remedies and recover criminal assets acquired with funds traceable to criminal activity. These authorities will include TX D.O.T., Texas D.P.S. Licensing section, County Tax Assessor, health, occupational safety, and environmental agencies. Instrumental to this project will be the use of revocation of business licenses, corporate charters and other certifications possessed by criminal enterprises.

4. **Operation Red Flag:** This is an investigative effort targeting false reports and suspicious claim reports. Operationally, the Task Force will conduct investigations with NICB, OCRA, independent agents, non-member agencies, and the Bureau of Fraudulent Claims. Targets of deployment will be based on established criteria and identified for dismantling and disruption.

5. The Task Force will include street level enforcement that is activity response oriented. It is designed to provide sophisticated and specialized service through a strategy of flexible response.

   - **Surveillance Activities:** In covert and clandestine operations, the Auto Burglary & Theft Task Force will conduct surveillance operations as a discovery tool to collect evidence of illegal activity, to gather suspect information, to establish links between suspects and others, to locate residences and hidden sites, to corroborate informant information and to locate wanted person(s). In addition, a surveillance team is available to support a strategically planned interdiction mission and to conduct intelligence missions.

   - **Salvage Operations:** The Auto Burglary & Theft Task Force will improve salvage inspections by coordinating checks with other agencies such as DPS.

   - **Bait Vehicle:** The use of informant placement techniques will be the basis of deployment of the bait vehicle in clandestine operations, sting operations and reversals to target the supply levels of the unaffiliated small workgroups and criminal street gangs.

   - **Operation Border Guard:** The Task Force will establish communication protocols between the Task Force and U.S. Customs and Border Protection to facilitate the rapid and accurate exchange of interdiction tactical information. The communications regime allows for a timely response by an on-call rapid response team as operational events occur.

TARGET POPULATION

1. Taking into account the population figures for the city, county, military reservation and commuters from surrounding countries and states, the target population is estimated at 2,402,558.

2. The City and County of El Paso account for 568,357 vehicle registrations.

3. The El Paso County Auto Burglary & Theft Task Force project is aimed at both residents and visitors to the target area, with residual effects outside the city, state, and country via recoveries.

4. Problem Site Identification applications have identified businesses, residential areas, apartment complexes, and hotel / motel parking lots as primary target areas for auto theft, which is proving to be a challenge.

APPLICANT'S EXPERIENCE / QUALIFICATIONS

Lt. Marc Medina has 17 ½ years experience with the El Paso Police Department and has risen through the ranks to the present grade of Police Lieutenant. In the rank of Lieutenant, he has served as a Patrol Shift Commander for the Westside Regional Command Center. He is currently assigned as Commander of the El Paso County Auto Burglary & Theft Prevention Task Force. The applicant served nine years in the capacity of Police Sergeant where his assignments included the following: Central Regional Command Center – Patrol Sergeant, Central Regional Command – Community Policing Sergeant, Auto Burglary & Theft Prevention Task Force – Field Surveillance Sergeant and finally Auto Burglary & Theft Prevention Task Force – Investigations / Border Partners Sergeant.

The applicant has also worked for six years as a Police Officer serving in the following sections: Central Regional Command Radio Patrol with temporary assignments to specialized units such as, the Impact Unit at the Central Regional Command (Surveillance Team), and Vice Unit at Headquarters of the El Paso Police Department. The applicant has a variety of experience in criminal investigations, case management and a wide array of knowledge concerning various fields in the department. In July of 2007, Lt. Marc Medina graduated from Park University (Ft. Bliss, Texas Branch) (4.0 Grade Point Average) with a Bachelor of Science in Criminal Justice.

INTER-AGENCY COOPERATIVES AND COORDINATION

1. The Auto Burglary & Theft Prevention Task Force has benefited from previous networking and / or re-establishment of positions within the community and surrounding regions.

2. Cooperative working relations with multiple government agencies of different jurisdictions were successful in formalizing investigative programs with federal services, civil and regulatory authorities. Some of the active cooperatives involved included U.S. Customs; Drug Enforcement Agency, TX D.O.T., D.P.S. Licensing, the Mexican State Police and the Procuraduría General de la Republica. This in turn laid the groundwork for upcoming events and investigative endeavors.

3. The Auto Burglary & Theft Task Force continues to organize in an expansive, functional, and flexible manner with the ability to adapt and overcome any complex criminal organization.

4. The Auto Burglary & Theft Task Force provides the formal framework for local to national multi-agency planning and coordination of case activities, both domestic and abroad.

PROJECT INNOVATIVENESS

1. In its persistence for Border Solutions, the Auto Burglary & Theft Task Force feels its projects and programs serve to facilitate the pooling of expertise and other resources so that the individual strengths of the member agencies become collective task force member strengths.

2. Intelligence gathering, information sharing and communications among agencies are greatly enhanced in the more formal coordinated task force setting and on a much broader base than in a case by case setting.

3. Decentralization of responsibilities have allowed the task force to develop and evolve into a proactive entity that is directed to auto theft crime issues rather than reacting to crime after the fact.

4. Through Community Policing efforts, the task force has empowered the public to take an active role in crime suppression initiatives.

5. Dismantling and disruption of operations have provided the arena to incorporate working partnerships with other law enforcement agencies, civil and regulatory agencies, domestic and abroad.

6. Training and cross-training programs have united efforts in Mexico, New Mexico, and surrounding communities. This training now includes federal, state, local, and international concerns.

BORDER PARTNERS PROJECT

Incorporating the essential principals of intelligence, international liaison, and investigation, Border Partners is a project designed as an international strategy to combat auto theft along the border. In an unprecedented program, the project provides for the exchange of information between the Mexican State Judicial Police / Attorney General's Office, the border community, which directly involves the El Paso Police Department. Near real time information allows for increased seizures, locations, and recoveries under the after hours exchange of information with Base COSMOS. The circumstances of seizures provide the impetus for an effective and efficient law enforcement response resulting in more warrants for arrest, prosecutions and imprisonment. Disruption and dismantling of the involved criminal organizations occurs through the elimination of anonymity of the person(s) involved in vehicle theft and the trafficking of stolen vehicles.

Border Partners implemented an Assets Recovery Assistance Team (ARAT) to assist the citizens (United States and Mexico) in the recovery of stolen property. It facilitates the process, documents final dispositions, and ensures compliance with the U.S. / Mexico Treaty. It also provides the assistance and services of a certified and qualified translator to assist in the preparation of necessary documents required by both the requesting agency and the responding agency. This allows for a more timely return of the property, reduction in fees to the victim, and a means to determine final disposition of the property that would allow for disposal within the guidelines of the U.S. / Mexico treaty. Designed specifically with the victim in mind, it is meant to minimize the material loss and bureaucratic procedures.

Border Partners also implemented a prosecution initiative that supports the investigative model for task forces. The investigative model is a multi-agency, multi-national, investigative response that includes one or more prosecution authority to target major conspiracies operating across multiple jurisdictions. It establishes a formal mechanism whereby investigative and prosecution resources can be allocated, focused and managed on a shared basis targeting offenses as well as offenders. According to the PJE (Mexico State Judicial Police) there are at least 37 auto theft organized crime rings operating in the Juarez area.

CROSS CULTURAL AWARENESS

1. In keeping with the demographics of the City and County of El Paso, the unit composition reflects that of the community. The numbers approximate the population figures of 78% Hispanic, 17% Non-Hispanic/White, 2.7% Black, and 1.3% Other Ethnicity. The City and County of El Paso are cross-culturally represented throughout its communities.

2. Cultural awareness and sensitivity training is conducted on a bi-annual basis and background checks verify the absence of negative indicators.

3. Statistical data and crime analysis determine where auto burglary & theft activities are more prone to occur. The execution of operational projects is subjected to staff review prior to implementation to determine allocation of personnel and resources.

4. Proposed Evaluation Design (See Instructions on page 20)

REPORTS

The Auto Burglary & Theft Task Force maintains statistical data for ABTPA through Departmental weekly, monthly, quarterly, and annual reports. The quarterly reports include arrest ratios, recovery amounts, recoveries, and auto theft rates.

Each objective in this project will be evaluated in a concise standardized report form using statistical and narrative data. These reports will provide sufficient data to measure the effectiveness of the project on a scheduled basis to address the weekly activity report, monthly activity report, quarterly report, and annual report to ABTPA. The combination of the requested data for the various reports provides an abundance of quantifiable data to determine the quality of the project.

A Morning Report is a narrative that details any event, which results in arrest and / or seizures. This report is used to document significant incidents / arrests.

RELEVANT DATA

Arrests: Adults/Juveniles, in U.S. / In Mexico
Other Arrests
Bait vehicle
Vehicles located/recovered/returned
Criminal Cases filed
Civil Cases filed-Right of Possession
Regulatory Enforcement
Subject checks
Recovered vehicles
Tampered vehicles
Self-initiated cases
HEAT registrations
CHOP Shop
Special events
Salvage checks
Mall Checks

Citations
Seizure Cases filed
Enforcement action
Bridge checks
Value of vehicles recovered
Prosecutions
Assistance to other agencies
Vehicle Checks
Seized Vehicles
Assigned cases
Crime prevention
Surveillance
Training programs
Presentations
Call-outs
Insurance investigations

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

DESIGNATION OF GRANT OFFICIALS

ABTPA rules require that three persons be designated to the positions of Authorized Official, Project Director, and Financial Officer for the purposes of administering a grant. The Project Director and the Financial Officer may not be the same person, but under extenuating circumstances, one person may otherwise fill two positions. In accordance with the criteria and definition of responsibilities set forth in the Financial and Administrative Requirements section of the ABTPA Grant Application and Administration Guidelines governing submission of this application, the following designations are made:

APPLICANT: City of El Paso

PROJECT TITLE: El Paso County Auto Theft Prevention Task Force

Mr. Marc Medina
Project Director (Type or Print)

Lieutenant, El Paso Police Department
Title and Agency

9600 Dyer St.
Business Address (Street or P. O. Box)

El Paso, Texas 79924
City Zip

(915) 298-9600 (915) 298-9806
Telephone and Fax Numbers

Carmen Arrieta-Candelaria
Financial Official (Type or Print)

Chief Financial Officer, Financial Services
Title and Agency

2 Civic Center Plaza
Business Address (Street or P. O. Box)

El Paso, Texas 79901
City Zip

(915) 541-4293 (915) 541-4446
Telephone and Fax Numbers

Ms. Joyce Wilson
Authorized Official (Type or Print)

City Manager – City of El Paso
Title and Agency

2 Civic Center Plaza
Business Address (Street or P. O. Box)

El Paso, Texas 79901
City Zip

(915) 541-4844 (915) 541-4866
Telephone and Fax Numbers

SPECIAL CONDITION

AMERICANS WITH DISABILITIES ACT CERTIFICATION

The Grantee hereby assures and certifies compliance with Subchapter II, Part A of the Americans with Disabilities Act (ADA), 42 U.S.C., Sections 12131-12134, and Department of Justice ADA regulations, 28 CFR Part 35.

Joyce A. Wilson
Joyce Wilson, City Manager
Authorized Official

4/28/2008
Date

City of El Paso, El Paso Police Department
Grantee

El Paso County Auto Theft Prevention Task Force
Project Title.

Approved as to form _____
Jennifer Callan, Assistant City Attorney

Non Supplanting Certification

I certify that the programs proposed in this application meet all the requirements of the Texas Civil Statutes, Article 4413(32a), §6(a)(7), (a) Texas Civil Statutes, Article 4413(32a), §6(a)(7), requires that state funds provided by this Act shall not be used to supplant state or local funds. Public Law 98-473 requires that federal funds provided by that Act shall not be used to supplant state or local funds.

I further certify that ABTPA funds have not been used to replace state or local funds that would have been available in the absence of ABTPA funds. The certification shall be incorporated in each grantee's report of expenditure and status of funds referred to under §57.3(6) of this title (relating to Adoption by Reference).

Joyce A. Wilson

Joyce Wilson, City Manager
AUTHORIZED OFFICIAL

4/28/2008
DATE

City of El Paso, El Paso Police Department
GRANTEE

Approved as to form _____
Jennifer Callan, Assistant City Attorney

SPECIAL CONDITION

COMPLIANCE REQUIREMENT

The attached digest of your grant application represents the Automobile Burglary & Theft Prevention Authority Board's approved amount. The digest represents budgeted amounts only and does not approve any items that conflict with the participating agency's personnel, procurement, travel, or local government code policies and procedures.

The grantee will be responsible in determining that the following requirements are being met prior to the release of funds:

1) Salaries are in accordance with local policy of the participating agencies.

2) Personnel are classified in accordance with the needed qualification for the position.

3) Fringe Benefits are in accordance with local policy of the participating agencies.

4) Travel Policy is in accordance with the travel policy of the participating agencies.

Joyce A. Wilson

Joyce Wilson, City Manager
Authorized Official

4/28/08

Date

City of El Paso, El Paso Police Department
Grantee

Approved as to form

Jennifer Callan, Assistant City Attorney

SPECIAL CONDITION

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION

I, Joyce Wilson, City Manager, certify that:

This agency employs fewer than 50 people; therefore, the _____
(Agency)

is not required to file an equal opportunity program in accordance with 28 CFR 42.301 et seq., Subpart E.

or

This agency employs 50 or more people and has received or applied to the Automobile Burglary & Theft Prevention Authority for total funds in excess of $25,000; therefore, the El Paso Police Department has formulated an equal employment opportunity program in accordance with 28 CFR 42.301 et seq., Subpart E and that it is on file in the office of:

Ms. Linda Thomas
(Name)

Interim Director of Personnel
(Title)

2 Civic Center Plaza; El Paso, Texas 79901
(Address)

for review or audit by an official of the Automobile Burglary & Theft Prevention Authority as required by relevant laws and regulations.

PROJECT TITLE: El Paso County Auto Theft Prevention Task Force

Joyce Wilson, City Manager
Authorized Official (signature)

Lt. Marc Medina, Lieutenant
Project Director (signature)

4-28-2008
Date

4-28-2008
Date

Approved as to form _____
Jennifer Callan, Assistant City Attorney

SPECIAL CONDITION

ASSURANCES

A Grantee and the Applicant hereby makes and certifies that as grantee, it and any subgrantee shall comply with the following conditions:

1. A grantee and subgrantee must comply with ABTPA grant rules and UGMS.

2. A grantee and subgrantee must comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any persons related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

3. A grantee and subgrantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

4. A grantee and subgrantee must comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law.

5. A grantee and subgrantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child payments.

6. No health and human services agency or public safety or law enforcement agency may contact with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

7. A grantee and subgrantee that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in process of achieving compliance with such rules.

8. When incorporated into a grant award or contract, these standards assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contact administration system to insure that all terms, conditions, and specifications are met. (See Section ____.36 for additional guidance on contract provisions.)

9. A grantee and subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantees and subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

SPECIAL CONDITION

10. Grantees and subgrantees will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Grantees and subgrantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §§ 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.

12. Grantees and subgrantees will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

13. Grantees and subgrantees will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

14. Grantees and subgrantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

15. Grantees and subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO11738)

16. Grantees and subgrantees will comply with Article IX, Section 5 of the state appropriations act which prohibits the use of state funds to influence the outcome of any election or the passage or defeat of any legislative measure.

SPECIAL CONDITION

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Automobile Burglary & Theft Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Automobile Burglary & Theft Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

Joyce A. Wilson

Joyce Wilson, City Manager

4-28-2008

Date

Approved as to form _____

Jennifer Callan, Assistant City Attorney

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

INDEPENDENT ANNUAL AUDIT CERTIFICATION

The grantee hereby assures compliance by itself and its applicable sub-recipients (contractors) with the Single Audit Act Amendments of 1996, PL 104 - 156 and, particularly, with the requirements of OMB Circular A-133 as follows (check one):

1. __X__ Grant(s) expenditures of $300,000 or more in federal funds - An annual single audit by an independent auditor made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133.

2. _____ Grant(s) expenditures of $300,000 or more in state funds - An annual single audit by an independent auditor made in accordance with the Uniform Grant and Contract Management Standards (UGCMS).

3. _____ Grant(s) expenditures of less than $300,000 in federal funds - Exempt from the Single Audit Act. However, ATPA may require a limited scope audit as defined in OMB Circular A-133.

4. _____ Grant(s) expenditures less than $300,000 but $50,000 or more in state funds - A program-specific audit.

5. _____ Grant(s) expenditures less than a total of $50,000 in state funds - Financial Statements audited in accordance with Generally Accepted Auditing Standards (GASS).

NOTE: Grantees exempt from the Single Audit Act requirements (i.e. those expending less than $300,000 in total federal financial assistance) are prohibited from charging the cost of a Single Audit to a Federal Award.

Joyce A. Wilson

Joyce Wilson, City Manager
Authorized Official (Signature)

Carmen Arrieta-Candelaria

Carmen Arrieta-Candelaria
Financial Official (Signature)

04 / 28 / 2008
Date

04 / 28 / 2008
Date

El Paso Police Department
Grantee Organization

Grant Number

Regardless of items checked above, the grantee should, within 60 days following the date of the grant award, furnish the following information:

1. The identity of the organization conducting the audit.
2. Approximate time audit will be conducted.
3. Audit coverage to be provided.

Approved as to form _____
Jennifer Callan, Assistant City Attorney

JOHN COOK
MAYOR

JOYCE WILSON
CITY MANAGER

GREGORY K. ALLEN
CHIEF OF POLICE

CITY COUNCIL
ANN MORGAN LILLY, DISTRICT 1
SUSANNAH M. BYRD, DISTRICT 2
J. ALEXANDRO LOZANO, DISTRICT 3
MELINA CASTRO, DISTRICT 4
PRESI ORTEGA, JR., DISTRICT 5
EDDIE HOLGUIN JR., DISTRICT 6
STEVE ORTEGA, DISTRICT 7
BETO O'ROURKE, DISTRICT 8

POLICE DEPARTMENT

April 16, 2008

Texas Auto Burglary & Theft Prevention Authority
4000 Jackson Avenue
Austin, Texas 78731

Dear Madam Director and ABTPA Board Members:

The El Paso Police Department Auto Burglary & Theft Task Force is pleased to submit this Application for State Assistance, for FY 2009. We look forward to continue our actions in the proactive enforcement of auto theft initiatives and strategies in El Paso, Texas. We commend you for your concern regarding the reduction of auto theft in the State of Texas and for providing the leadership necessary to focus attention on this issue.

The El Paso Police Department's Auto Burglary & Theft Task Force is committed to addressing the issues of auto theft and related crimes by targeting problems unique to El Paso that contribute to the criminal activity related to auto thefts.

The Application for State Assistance for FY 2009 details the action agenda of the Auto Burglary & Theft Task Force. The application highlights the strategies and tactics intended to address problems created by our community's isolation as determined by geographic location, organized criminal activity, and a 14.2% decrease in auto theft in 2007. The action agenda of our application is based on our community's shared vision for El Paso.

The key to our success and efforts will be that of a strong private – public partnership. The action agenda of our application is meant to guide all of the partners participating in the improvement of El Paso's community profile and maintain or improve El Paso's status as the Second Safest City in the United States.

We salute your commitment to making El Paso a healthier and more vital community and offer our continued support of your efforts.

Sincerely,

Gregory K. Allen
Chief of Police

911 N. RAYNOR • EL PASO, [illegible] -7000 • WWW.EPPD.ORG

APPLICATION FOR STATE ASSISTANCE
AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY (ABTPA)

(REV. 1/08)

1. For ABTPA Use Only	3. a. Date Submitted **May 9, 2008**	b. Applicant Identifier
2. State Program Classification (For ABTPA Use Only)	4. a. Date Received by State	b. State Application Identifier

5. Applicant Information

a. Legal Name:
City of El Paso

b. Address (give street or P. O. Box, City, County, State, and Zip Code)
9600 Dyer St.
El Paso, TX 79924

c. Organized Unit:

d. Name and telephone number of person to be contacted on matters involving this application (give area code)
Lieutenant Marc Medina (915) 298-9605

6. State Payee Identification Number:

7. Type of Applicant (enter the appropriate letter in box)

[C]

A. State
B. County
C. Municipal
D. Township
E. Interstate
F. Intermunicipal
G. Special District
H. Independent School District
I. State Controlled Institution of Higher Learning
J. Private University
K. Indian Tribe
L. Individual
M. Nonprofit Organization
N. Other (specify): _____

8. Type of Application:

☐ New ☒ Continuation ☐ Revision

If Revision, check appropriate box(es).

☐ Increase Award ☐ Decrease Award ☐ Other (specify)

☐ Increase Duration ☐ Decrease Duration

9. Name of Grantor Agency:

Texas Automobile Burglary & Theft Prevention Authority
4000 Jackson Avenue
Austin, Texas 78731
Phone: (512) 374-5101
Fax: (512) 374-5110
Website: www.txwatchyourcar.com

10. Title of Project:
El Paso County Auto Burglary & Theft Prevention Task Force

11. Areas of Project Activities (Cities, Counties, States, etc.)
City of El Paso
County of El Paso
Within State of Texas

12. Proposed Project

Start Date: **September 1, 2008**

Ending Date: **August 31, 2009**

13. Is application subject to review by state executive order 12372 process?

YES, this application was made available to the Texas Review and Comment System (TRACS)
for review on _____
Date

☒ NO.

☐ Program is not covered by E. O. 12372

☐ Program has not been selected by state for review

14. Funding Summary:
Total of a, b, & c must agree with d.
Note: Please enter whole dollars for the amounts requested.

a. Total State Grant Funds Requested (ABTPA)	**$ 1,311,462**
b. Cash Match	**$ 265,060**
c. In-Kind Match	**$ 1,277,903**
d. TOTAL(s)	**$ 2,854,425**

15. Is the applicant delinquent on any federal debt?

☐ YES If "Yes" attach an explanation ☒ NO

16. To the best of my knowledge and belief, all data in this application is true and correct. The document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is awarded.

a. Typed name of Authorized Official
Joyce Wilson

b. Title
City Manager

c. Telephone Number
(915) 541-4884

d. Signature of Authorized Official Joyce A. Wilson

e. Date Signed

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DESCRIPTION OF PROPOSED PROJECT

This section must include a brief description (not exceeding 200 words) of the proposed project.

For continuation, if necessary, of any item on application page ABTPA-1. Identify by number the item being continued.

This sheet may also be used for any other remarks, at the applicant's option.

The goals of the program represented by this grant application are to reduce auto theft / burglary rates, strengthen our International Strategy via Border Partners, and educate Law Enforcement Officials on both sides of the border and the public in crime prevention.

The El Paso County Auto Theft Task Force (ATTF) represents a "continuation" program entering its sixteenth year and operating with grant funding from the Texas Auto Burglary & Theft Prevention Authority. The El Paso Police Department is the agency funded through this grant.

Operationally, the El Paso County ATTF works directly with local, state, federal, domestic, and international agencies. The El Paso County ATTF has ongoing working relationships with New Mexico Law Enforcement Agencies, and legal representatives in Mexico as part of their participation in Border Solutions. Private cooperatives include OCRA and AMIS, representing insurance companies in Mexico, and the National Insurance Crime Bureau (NICB) in the United States.

The program represented by this application is both a holistic and cyclical approach to impacting the auto thefts in the City and County of El Paso. The unit is structured to address prevention, enforcement, investigations, intelligence, information dissemination, training and instruction. The unit's goals and objectives can be found in ATPA-21/26.

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

PROJECT APPROVAL INFORMATION

Item 1.
Does this assistance request require state, local, regional, or other priority rating?
☐ Yes ☒ No

Name of Governing Body _____
Priority Rating _____

Item 2.
Does this assistance require state, or local advisory, educational, or health clearance?
☐ Yes ☒ No

Name of Agency or Board _____
(Attach Documentation)

Item 3.
Does this assistance request require TRACS review?
☐ Yes ☒ No

(Attach Comments)

Item 4.
Does this assistance request require state, local, regional, or other planning approval?
☒ Yes ☐ No

Name of Approving Agency ABTPA

Item 5.
Is the proposed project covered by an approved comprehensive plan?
☒ Yes ☐ No

Check One: ☒ State
☐ Local
☐ Regional

Location of Plan _____

Item 6.
Will the assistance requested serve a federal installation?
☐ Yes ☒ No

Name of Federal Installation _____
Federal Population Benefiting from Project _____

Item 7.
Will the assistance required be on federal land or installation?
☐ Yes ☒ No

Name of Federal Installation _____
Location of Federal Land _____
Percent of Project _____

Item 8.
Will the assistance requested have an impact or effect on the environment?
☐ Yes ☒ No

See instructions for additional information to be provided.

Item 9.
Will the assistance requested cause the displacement of individuals, families, businesses or farms?
☐ Yes ☒ No

Number of Individuals _____
Families _____
Businesses _____
Farms _____

Item 10.
Is there other related assistance on this project (previous, pending, or anticipated)?
☐ Yes ☒ No

See instructions for additional information to be provided.

Item 11.
Is the project in a designated flood hazard area?
☐ Yes ☒ No

See instructions for additional information to be provided.

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

BUDGET SUMMARY

Section A—Budget Summary						
Line	Schedule	Budget Categories	(1) ABTPA Funds	(2) Cash Match	(3) In-Kind Match	(4) Total
1	A	Personnel (Salaries)	779,852		924,929	1,694,781
2	A	Personnel (Fringe Benefits)	282,895		352,974	645,869
3	B	Contractual	48,789			48,789
4	C	Travel	9,500	9,500		19,000
5	D	Equipment		126,000		126,000
6	E	Supplies & Direct Operating Exp.	190,426	129,560		319,986
7		Total Direct Charges (Sum of 1-6)	1,311,462	265,060	1,277,903	2,854,425
8	F	Indirect Costs				
9		TOTALS (Sum of 7-8)	1,311,462	265,060	1,277,903	2,854,425

Section B—Cash and/or In-Kind Match
Enter separately each source of matching funds and the amounts.
Total Match must agree with Line 9, Column 2 above and the total of lines 14 (b) and (c) on ABTPA-1.

CASH — TOTAL 265,060

Source	Amount	Source	Amount
A	0	D	126,000
B	0	E	129,560
C	9,500		

PROGRAM INCOME (To be utilized.) — TOTAL 265,060

Total Program Income (available) $

IN-KIND (Total must agree with ABTPA-1, Line 14c.) — TOTAL 1,277,903

Schedule	Amount	Schedule	Amount
A	1,277,903	D	0
B	0	E	0
C	0		

TOTAL 1,277,903

PERSONNEL **SCHEDULE A**

TITLE OR POSITION	% OF SALARY	ABTPA FUNDS	CASH MATCH	IN-KIND	TOTAL
(A) POLICE LIEUTENANT	100%			80,244	80,244
(B) POLICE SERGEANT	100%	67,974			67,974
(C) POLICE SERGEANT	100%	66,580			66,580
(D) POLICE SERGEANT	100%			66,580	66,580
(E) POLICE DETECTIVE / OFFICER	100%	59,992			59,992
(F) POLICE DETECTIVE / OFFICER	100%	59,409			59,409
(G) POLICE DETECTIVE / OFFICER	100%	59,691			59,691
(H) POLICE DETECTIVE / OFFICER	100%	59,294			59,294
(I) POLICE DETECTIVE / OFFICER	100%	58,925			58,925
(J) POLICE DETECTIVE / OFFICER	100%	59,183			59,183
(K) POLICE DETECTIVE / OFFICER	100%	58,418			58,418
(L) POLICE DETECTIVE / OFFICER	100%	59,426			59,426
(M) POLICE DETECTIVE / OFFICER	100%	50,862			50,862
(N) POLICE DETECTIVE / OFFICER	100%	50,874			50,874
(O) POLICE DETECTIVE / OFFICER	100%	59,224			59,224
(P) POLICE DETECTIVE / OFFICER	100%			59,424	59,424
(Q) POLICE DETECTIVE / OFFICER	100%			59,365	59,365
(R) POLICE DETECTIVE / OFFICER	100%			55,287	55,287
(S) POLICE DETECTIVE / OFFICER	100%			59,932	59,932
(T) POLICE DETECTIVE / OFFICER	100%			58,573	58,573
(U) POLICE DETECTIVE / OFFICER	100%			59,126	59,126
(V) POLICE DETECTIVE / OFFICER	100%			59,365	59,365
(W) POLICE DETECTIVE / OFFICER	100%			50,260	50,260
(X) POLICE DETECTIVE / OFFICER	100%			42,219	42,219
(Y) POLICE DETECTIVE / OFFICER	100%			42,868	42,868
(Z) POLICE DETECTIVE / OFFICER	100%			45,731	45,731
(FR1) POLICE DETECTIVE / OFFICER	100%			45,731	45,731
(FR2) POLICE DETECTIVE / OFFICER	100%			51,540	51,540
(FR3) POLICE DETECTIVE / OFFICER	100%			59,126	59,126
(AA) SENIOR OFFICE ASSISTANT	100%			29,558	29,558
OVERTIME	100%	10,000			10,000
TOTAL DIRECT SALARIES		**779,852**		**924,929**	**1,704,781**

2. FRINGE BENEFITS

	% OF $ RATE	ABTPA FUNDS	CASH MATCH	IN-KIND	TOTAL
FICA MED		10,358		14,379	24,737
UNEMP COMP		768		924	1,692
POS-EMP CONTRIBUTION		85,839		117,523	203,362
VISION AND DENTAL		4,697		5,927	10,624
LIFE INSURANCE		455		595	1,050
POLICE PENSION		138,702		164,594	303,296
WORKERS COMPENSATION		42,076		49,032	91,108
TOTAL FRINGE BENEFITS		**282,895**		**352,974**	**635,869**
TOTAL PERSONNEL BUDGET		**1,062,747**		**1,277,903**	**2,340,650**

SCHEDULE A - OVERTIME NARRATIVE

REQUIRED NARRATIVE: Provide a brief summary on the use of overtime funds.

1. Include description of work activity to be conducted.

2. Estimate number of hours and cost for overtime activities.

Overtime – ATTF is requesting to utilize approximately 2% of the grant funds towards overtime expenditures. This overtime will go towards combining our efforts with US Customs and Border Patrol to conduct bridge operations at the US & Mexican port of entries, both southbound and northbound lanes. This effort is needed to be conducted outside our normal tour of duty in order to assist in recovering and preventing stolen vehicles from being taken into Mexico and recovering those brought back into the US from Mexico. The overtime would also be utilized to conduct Salvage Inspections at various car lots, mechanic shops and junk yards. These Salvage Inspections are used to assist in the recovery of stolen vehicles, engines, and to verify that they are in compliance. In addition, certain investigations, which require extensive time to process, will require the use of overtime. Lastly, administrative duties are also part of an essential ingredient in the successful operation of this program.

ABTPA Grant Application
Fiscal Year 2009

Grant	Grant Totals	B	C
		P4-7	P4-7
	Sergeants	Ceniceros	Lanahan III
Salaries	130,049	65,760	64,289
Incentive Pay	2,530	1,265	1,265
Longevity	1,975	949	1,026
Sub Total	134,554	67,974	66,580
Fica Med	1,950	985	965
Unemp Comp	135	68	67
POS-Emp Contribution	18,282	9,141	9,141
Vision And Dental	820	410	410
Life Insurance	70	35	35
Police Pension	24,213	12,229	11,984
Workers Compensation	7,345	3,710	3,635
Sub Total	52,815	26,578	26,237
Total	187,369	94,552	92,817

Grant	Grant Totals	E	F	G	H
		P3-5	P3-5	P3-5	P3-5
	Detectives/Officers	Quinn	Padilla	Rosales	Salazar
Salaries	612,230	57,221	57,221	57,221	57,221
Incentive Pay	14,277	1,747	1,265	1,265	1,265
Longevity	8,791	1,024	923	1,205	808
Sub Total	635,298	59,992	59,409	59,691	59,294
Fica Med	8,408	871	862	895	860
Unemp Comp	633	60	59	60	59
POS-Emp Contribution	67,557	9,141	5,734	9,141	2,927
Vision And Dental	3,877	410	410	410	199
Life Insurance	385	35	35	35	35
Police Pension	114,489	10,798	10,694	10,744	10,673
Workers Compensation	34,731	3,276	3,244	3,260	3,238
Sub Total	230,080	24,591	21,038	24,545	17,991
Total	865,378	84,583	80,447	84,236	77,285

I	J	K	L	M	N	O
P3-5	P3-5	P3-5	P3-5	P2-3	P2-4	P3-5
Branham	Gurrola	Plummer	Arredondo	Cervantes	Lopez	Baeza
57,221	57,221	56,023	57,221	49,260	49,249	57,151
1,145	1,265	1,265	1,265	1,265	1,265	1,265
559	697	1,130	940	337	360	808
58,925	59,183	58,418	59,426	50,862	50,874	59,224
855	858	0	861	738	749	859
59	59	58	59	51	50	59
2,927	2,927	9,141	9,141	5,734	1,603	9,141
199	410	410	410	410	199	410
35	35	35	35	35	35	35
10,606	10,649	10,515	10,692	9,155	9,297	10,666
3,218	3,230	3,190	3,243	2,777	2,820	3,235
17,899	18,168	23,349	24,441	18,900	14,753	24,405
76,824	77,351	81,767	83,867	69,762	65,627	83,629

ABTPA Grant Application
Fiscal Year 2009

Gen Fund	Gen Fund Totals	A P5-7 Medina
	Lieutenants	
Salaries	77,618	77,618
Incentive Pay	1,747	1,747
Longevity	879	879
Sub Total	80,244	80,244
Fica Med	1,164	1,164
Unemp Comp	80	80
POS-Emp Contribution	5,734	5,734
Vision And Dental	410	410
Life Insurance	35	35
Police Pension	14,444	14,444
Workers Compensation	4,381	4,381
Sub Total	26,248	26,248
Total	106,492	106,492

Gen Fund	Gen Fund Totals	D P4-7 Gomez
	Sergeants	
Salaries	64,289	64,289
Incentive Pay	1,265	1,265
Longevity	1,026	1,026
Sub Total	66,580	66,580
Fica Med	965	965
Unemp Comp	67	67
POS-Emp Contribution	9,141	9,141
Vision And Dental	410	410
Life Insurance	35	35
Police Pension	11,984	11,984
Workers Compensation	3,635	3,635
Sub Total	26,237	26,237
Total	92,817	92,817

Gen Fund	Gen Fund Totals	P	Q	R	S
		P3-5	P3-5	P3-2	P3-5
	Detectives/Officers	Bailey	Gordon	Concha	Hernandez
Salaries	625,294	57,221	57,221	53,084	57,221
Incentive Pay	14,879	1,506	1,265	1,747	1,506
Longevity	7,164	697	879	456	1,205
Sub Total	647,337	59,424	59,365	55,287	59,932
Fica Med	8,516	862	861	802	0
Unemp Comp	645	59	59	55	59
POS-Emp Contribution	94,337	9,141	9,141	9,141	9,141
Vision And Dental	4,299	410	410	410	410
Life Insurance	385	35	35	35	35
Police Pension	116,498	10,696	10,686	9,952	10,788
Workers Compensation	35,341	3,245	3,241	3,019	3,272
Sub Total	260,021	24,448	24,433	23,414	23,705
Total	907,358	83,872	83,798	78,701	83,637

Grant	Grant Totals	AA
		Senior Office Asst
	Civilian Staff	Ruiz
Salaries	29,558	29,558
Incentive Pay		
Longevity		
Sub Total	29,558	29,558
FICA Med-Civilian	429	429
FICA City Match-Civilian	1,833	1,833
Unemp Comp-Civilian	30	30
POS-Emp Contribution	6,944	6,944
Life Insurance	35	35
City Pension	3,444	3,444
Workers Compensation	148	148
Sub Total	12,863	12,863
Total	42,421	42,421

T	U	V	W	X	Y	Z
P3-5	P3-5	P3-5	P3-5	P3-5	P3-5	P3-5
Gil	Olivares	Vacant	Vacant	Vacant	Vacant	Vacant
57,221	57,221	57,221	57,221	57,221	57,221	57,221
1,265	1,265	1,265	1,265	1,265	1,265	1,265
87	640	640	640	640	640	640
58,573	59,126	59,126	59,126	59,126	59,126	59,126
849	857	857	857	857	857	857
59	59	59	59	59	59	59
2,927	9,141	9,141	9,141	9,141	9,141	9,141
199	410	410	410	410	410	410
35	35	35	35	35	35	35
10,536	10,640	10,640	10,640	10,640	10,640	10,640
3,196	3,228	3,228	3,228	3,228	3,228	3,228
17,801	24,370	24,370	24,370	24,370	24,370	24,370
76,374	83,496	83,496	83,496	83,496	83,496	83,496

JOB SPECIFICATION

POLICE LIEUTENANT

General Purpose

Under direction, perform second level supervisory functions as head of an assigned police section, or provide other professional individual contributor commissioned law enforcement services as required.

Typical Duties:

Responsibly develop, coordinate and evaluate designated ongoing patrol, investigation or support by subordinate units commonly headed by Police Sergeants or other first level supervisors, or carry out delegated complex operational or administrative public safety project management functions. Involves: Plan, generally oversee and control person and property protection, traffic regulation and safety, or other uniform operations on an assigned shift, a detective detail engaged in investigating and apprehending violators of crimes such as homicide, burglary and robbery, narcotic offenses, vice or vehicle theft, or criminalistic, auxiliary or patrol support, airport detail, homeland security, special project and grants, or other public safety services. Serve as detective division executive lieutenant, as assigned. Direct and review preparation of cases for court. Give testimony at trials and hearings. Establish rapport and confer with public groups and individuals in person and by telephone to listen to, identify and resolve law enforcement grievances or problems, and consult social service agencies and civic organizations to ascertain community public safety needs. Provide information and advise on City code and other laws in response to inquires; and interpret department rules, regulations and policies for employees and the public. Cooperate with County, State and Federal law enforcement agencies in apprehending and detaining wanted persons or criminals, recovering stolen property, and in other matters of mutual interest. Advise and assist other police officers in law enforcement investigations, and personally participates in more difficult cases. Analyze and recommend acquisition of or improvements to equipment and facilities. Participate in evaluation and development of department programs, policies and procedures, and in preparation and administration of department budget affecting operations or services for which accountable.

Perform, as qualified, expert uniformed Police Officer or Police Detective functions that include modifying standard practices, adapting precedents and establishing validity of approached in order to deal with unique situations in a manner that conforms to legal requirements and department policies, or serve in such a position as back up when required. Involves: Engage in assigned municipal law and ordinance enforcement and crime prevention duties which includes maintaining a recognizable community presence to preserve peace and order, protect persons and property, and otherwise provide allied police services requested as well as precisely documenting evidence, circumstances and actions regarding actual and potential criminal violations or other public safety related incidents. Provide technical police services such as conducting skilled investigations, first level identification analyses or community relations programs.

Supervise assigned supervisors, police officers and civilian support staff. Involves: Conduct roll calls, schedule work, assign duties and coordinate shift changes. Issue written and oral instructions, and check work for exactness, neatness and conformance to policies and procedures. Guide subordinates to overcome difficulties encountered in performing duties. Appraise performance of immediate subordinates and review evaluation reports of lower level supervisors. Coach and arrange for or conduct training and development activities. Enforce personnel rules and regulations, standards of conduct, work attendance, appearance and safe working practices. Maintain supervisor-subordinate harmony and resolve disputes or grievances as delegated. Recommend commendations or discipline, and employee status changes. Interview applicants and recommend selection.

Perform related duties as required. Involves: Act on behalf of superior officers in their absence, if assigned. Maintain normal availability by radio or telephone for consultation on open cases or emergency call out. Schedule and conduct meetings. Participate in administration by overseeing and reviewing or personally gathering and compiling data used to evaluate and develop department programs, policies and procedures, and to prepare and monitor department budget affecting section for which accountable, as requested. Direct or personally prepare and submit daily section activity and other written reports to superior officers, and maintain complete and accurate records of events that occur during shifts. Direct or personally maintain equipment, supplies and facilities in clean,

As provided under Classification and Compensation Ordinance 8064, Section 2.2,General purpose and typical duties summarized are only illustrative of work customarily assigned and performed. Typical requirements shown may be more specifically defined by additional job analysis. Equivalencies for education or experience shown may be more specifically defined by CSC approved guidelines.

orderly and safe condition which includes preventive servicing and making minor repairs, such as changing tires on assigned service vehicle if needed. Participate in in-service training for own professional development. Serve on designated ad hoc committees.

Knowledge, Skills, and Abilities

- Application of considerable knowledge of modern law enforcement and crime prevention principles and methods.
- Application of considerable knowledge of pertinent federal, state and local laws, City ordinances and codes, including rules for securing, handling and preserving evidence, and legally accepted practices for making arrests and protecting prisoners' rights.
- Application considerable knowledge of Police Department operational and administrative policies, procedures and organization, and limits of its authority.
- Application of considerable knowledge of City geography and locations of important buildings.
- Application of considerable knowledge of community policing, including public relations techniques and awareness of cultural differences.
- Application of good knowledge of supervisory techniques, office management practices and governmental budgeting, fiscal and personnel administration procedures.
- Establish rapport and maintain effective working relationships with subordinates, peers, supervisors, officials, other departments and agencies, and the public in order enforce the law and prevent crime with firmness, tact and impartiality when confronted by hostile, injured and distraught individuals and groups.
- Communicate persuasively and effectively orally and in writing in order to clearly and concisely articulate complex facts and relationships in legible detail and summary reports and records, testify in court in an objective and professional manner, follow and give work instructions, and conduct training.
- Comprehend and analyze highly complex situations, problems and data, and use sound judgment in drawing conclusions and making decisions in applying modern police principles and methods.
- Plan, assign, direct, and inspect work of subordinate supervisors and other personnel firmly and impartially.
- Skillfully use and care in safe operation, care and wearing of a handgun, other designated weapons, allied law enforcement equipment, communications devices, and other City facilities and property, as required.
- Skillfully use and care in safe operation and care of a motor vehicle.
- Skillfully use and care in safe operation and care of a network workstation or personal computer and allied hardware, and generic business productivity and specialized law enforcement software.
- Skillfully use and care in rendering First Aid to injured or ill persons as first responder to accidents, crime scenes and other emergencies.

As provided under Classification and Compensation Ordinance 8064, Section 2.2,General purpose and typical duties summarized are only illustrative of work customarily assigned and performed. Typical requirements shown may be more specifically defined by additional job analysis. Equivalencies for education or experience shown may be more specifically defined by CSC approved guidelines.

Other Job Characteristics

- Wear uniform and accessories as customarily prescribed for regular tour of duty or special assignments.
- Subject to being called at any time for emergency duties.
- Occasional vigorous physical demands common to duties of a Police Officer.

Minimum Qualifications

Education and Experience: Ninety (90) semester credit hours toward an accredited Bachelor's degree in Police Sciences, Law Enforcement, Criminal Justice, Business or Public Administration or a related field, plus six (6) years of experience as a commissioned police officer with the El Paso Police Department, including two (2) years as a Police Sergeant. Except that incumbents in this job class prior to the approval of the ordinance effecting this change are not required to meet the upgraded educational requirement.

Licenses and Certificates: Maintain the Basic Peace Officer license issued by TCLEOSE in compliance with state statute by time of appointment.

Texas Class "C" Driver's License or equivalent from another state by time of appointment.

As provided under Classification and Compensation Ordinance 8064, Section 2.2,General purpose and typical duties summarized are only illustrative of work customarily assigned and performed. Typical requirements shown may be more specifically defined by additional job analysis. Equivalencies for education or experience shown may be more specifically defined by CSC approved guidelines.

Code 75610
Grade P4

JOB SPECIFICATION

POLICE SERGEANT

General Purpose

Under general supervision, perform first level supervisory commissioned law enforcement functions including those of an operational or administrative nature as required.

Typical Duties:

Plan, organize, direct and control day-to-day field or station activities of an assigned uniformed officer, detective or police support unit on a designated shift. Involves: Oversee, personally perform or assist with security patrol, traffic safety, emergency response, crime investigation, subject identification, academy training or other customary law enforcement work in response to calls or as otherwise assigned. Initiate appropriate police action to deal with complaints. Develop, arrange for and inform supervisors of individual tactical matters such as equipment to be used for particular operations, deployment of personnel in response to incidents, or details of standard and new approaches to investigation problems. Review case files and police reports of subordinate officers to ensure actions conform to Federal, State, County, and City laws and ordinances. Oversee or conduct interviews of victims, witnesses and suspects, collection of clues, leads and tips, documentation of crime or event scenes, preservation of evidence, booking and searching of prisoners brought to station, and preparation of cases for court. Give testimony at trials and hearings. Interpret department policies, rules and regulations to employees and the public. Advise and assist police personnel in other units and other law enforcement agencies to collaborate in investigations, emergencies and other unit functions as well as confer with the public, court and City officials regarding performance of assigned police activities. Conduct periodic unit inspections and recommend improvements to ensure acceptability of facility conditions, adequacy of equipment operations, and availability of weapons and supplies.

Perform, as qualified, technically difficult or uncommon uniformed Police Officer or Police Detective functions necessitating adroit application of established procedures and approved techniques to solve intricate tactical problems and criminal cases, or serve in such a position as back up when required. Involves: Engage in assigned municipal law and ordinance enforcement and crime prevention duties which includes maintaining a recognizable community presence to preserve peace and order, protect persons and property, and otherwise provide allied police services requested as well as precisely documenting evidence, circumstances and actions regarding actual and potential criminal violations or other public safety related incidents. Provide technical police services such as conducting skilled investigations, first level identification analyses or community relations programs.

Supervise assigned police officers and civilian support staff. Involves: Conduct roll calls, schedule work, assign duties and coordinate shift changes. Issue written and oral instructions, and check work for exactness, neatness and conformance to policies and procedures. Guide subordinates to overcome difficulties encountered in performing duties. Evaluate subordinates' performance. Coach and arrange for or conduct training and development activities. Enforce personnel rules and regulations, standards of conduct, work attendance, appearance and safe working practices. Maintain supervisor-subordinate harmony and resolve disputes or grievances as delegated. Recommend commendations or discipline, and employee status changes. Interview applicants and recommend selection.

Perform related duties as required. Involves: Act on behalf of superior officers in their absence, if assigned. Maintain normal availability by radio or telephone for consultation on open cases or emergency call out. Schedule and conduct meetings. Assist with administration by gathering and compiling data used to evaluate and develop department programs, policies and procedures, and to prepare and monitor department budget affecting unit for which accountable, as requested. Prepare and submit daily unit activity and other written reports to superior officers, and maintain complete and accurate records of events that occur during shifts. Maintain equipment, supplies and facilities in clean, orderly and safe condition which includes preventive servicing and making minor repairs, such as changing tires on assigned service vehicle if needed. Participate in in-service training for own professional development. Serve on designated ad hoc committees.

As provided under Classification and Compensation Ordinance 8064, Section 2.2,General purpose and typical duties summarized are only illustrative of work customarily assigned and performed. Typical requirements shown may be more specifically defined by additional job analysis. Equivalencies for education or experience shown may be more specifically defined by CSC approved guidelines.

Knowledge, Skills, and Abilities

- Application of considerable knowledge of modern law enforcement and crime prevention principles and methods.
- Application of considerable knowledge of pertinent federal, state and local laws, city ordinances and codes, including rules for securing, handling and preserving evidence, and legally accepted practices for making arrests and protecting prisoners' rights.
- Application of considerable knowledge of Police Department operational and administrative policies, procedures and organization, and limits of its authority.
- Application of good knowledge of community policing, including public relations techniques and awareness of cultural differences.
- Application of good knowledge of City geography and locations of important buildings.
- Application of some knowledge of supervisory techniques, office management practices, and governmental budgeting, fiscal and personnel administration procedures.
- Establish rapport and maintain effective working relationships with subordinates, peers, supervisors, officials, other departments and agencies, and the public in order to enforce the law and prevent crime with firmness, tact and impartiality when confronted by hostile, injured and distraught individuals and groups.
- Communicate persuasively and effectively, orally and in writing, in order to clearly and concisely articulate complex facts and relationships in legible detail and summary reports and records, objective and professional court testimony, in following and giving instructions, and in conducting training.
- Comprehend and analyze complex situations, problems and data, and use sound judgment in drawing conclusions and making decisions in applying modern police principles and methods.
- Plan, assign, direct and inspect work of subordinates firmly and impartially.
- Skillfully use and care in safe operation, care and wearing of a handgun, other designated weapons, allied law enforcement equipment, communications devices, and other City facilities and property, as required.
- Skillfully use and care in safe operation and care of a motor vehicle.
- Skillfully use and care in safe operation and care of a network workstation or personal computer and allied hardware, and generic business productivity and specialized law enforcement software.
- Skillfully use and care in rendering First Aid to injured or ill persons as first responder to accidents, crime scenes and other emergencies.

As provided under Classification and Compensation Ordinance 8064, Section 2.2,General purpose and typical duties summarized are only illustrative of work customarily assigned and performed. Typical requirements shown may be more specifically defined by additional job analysis. Equivalencies for education or experience shown may be more specifically defined by CSC approved guidelines.

Other Job Characteristics

- Wear uniform and accessories as customarily prescribed for regular tour of duty or special assignments.
- Subject to being called at any time for emergency duties.
- Occasional vigorous physical demands common to duties of a Police Officer.

Minimum Qualifications

Education and Experience: Equivalent to a combination of an accredited Associate's degree or sixty (60) semester credit hours toward an accredited Bachelor's degree in Police Sciences, Law Enforcement, Criminal Justice, Business or Public Administration or related field, or a Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) Intermediate Certificate, plus four (4) years of experience as a commissioned police officer with the El Paso Police Department in any rank below Police Sergeant Except that incumbents in this job class prior to the approval of the ordinance effecting this change are not required to meet the upgraded educational requirement.

Licenses and Certificates: Maintain the Basic Peace Officer license issued by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) in compliance with state statute.

Texas Class "C" Driver's License or equivalent from another state by time of appointment.

_____ _____

Human Resources Director Chief of Police

As provided under Classification and Compensation Ordinance 8064, Section 2.2,General purpose and typical duties summarized are only illustrative of work customarily assigned and performed. Typical requirements shown may be more specifically defined by additional job analysis. Equivalencies for education or experience shown may be more specifically defined by CSC approved guidelines.

Public Safety Branch
Police Group
Commissioned Officer Series

POLICE DETECTIVE

06/04 (JAS)

General Purpose

Under general supervision, perform technical police services such as investigator, first level identification officer or community relations officer as required.

Typical Duties:

As a skilled investigator, conduct investigations in conformance with Federal, State, County and City laws and ordinances to prevent crimes against persons or property or solve alleged criminal cases in the office or the field, some of which may be carried out in a non-uniformed or undercover mode, on own initiative or as assigned. Involves: Examine crime scenes such as homicides, thefts, forgery, fraud, white collar offenses, narcotic violations, or special inquiry court cases to obtain clues and gather evidence to be reported for classification. Seek missing persons. Engage in specialized vice probes and raids. Conduct sensitive inquiries of accusations of official misconduct or law violations by public officials, or criminal or administrative internal affairs investigations of police officers as required. Perform detailed background checks of prospective department employees. Obtain confidential information by questioning or interrogating and taking written, or audio or video recorded statements, depositions, or admissions of suspects, prisoners, complainants and witnesses. Contact other agencies and law enforcement jurisdictions to exchange information, including but not limited to military, National Crime Information Center (NCIC), Federal Bureau of Investigation (FBI), Drug Enforcement Agency (DEA), Alcohol, Tobacco and Firearms (ATF), and other criminal history or intelligence resources. Maintain surveillance of suspected criminals or frequent known Locations of criminals and become familiar with subjects' habits, associates, characteristics, aliases and other personal facts. Analyze facts of particular cases to detect planned criminal activity or clues. Arrest or assist in arrest of suspects or violators. Return fugitives from outside the City or State. Check pawnshops, second-hand stores and junk shops for stolen property. Receive and document civil complaints. Prepare and serve search warrants. Prepare, submit and follow-up on crime laboratory requests. Confer with Medical Examiner assigned to handle officer involved death investigations and attend autopsies as required. Conduct detailed analyses of criminal cases following arrest and charging of suspects that focus counteracting specific legal defenses and assist in case reviews or plea bargaining negotiations with defense counsel as requested by prosecuting attorney which includes locating and interviewing those listed on defense witness lists. Analyze and prepare cases for trial in consultation with prosecutors by detailing activities and investigations made to emphasize evidentiary and legal issues crucial to successful prosecution, and by assisting in obtaining, enhancing, creating or presenting exhibits or other evidence in court as required. Provide for witness or victim preparation and management, including transportation as necessary. Advise commanding officer of progress of investigations.

As an identification officer, collect evidence, take photographs, process fingerprints and check docket of prisoners with a printable charge against docket file to ascertain if subject is wanted by a law enforcement agency. Involves: Receive and keep records of narcotics and narcotic paraphernalia. Check latent fingerprints for legibility and characteristics, discarding those that are unreadable or lack sufficient characteristics for positive identification. Classify legible latent fingerprints in accordance with currently accepted methods.

As a community relations officer, engage in crime prevention and related activities. Involves: Arrange programs, lectures, group meetings and contacts with individual citizens, local agencies, schools, and police department representatives, and check on related follow-up by others. Refer citizens to appropriate agencies.

As a backup uniformed Police Officer, perform assigned municipal law and ordinance enforcement and crime prevention duties as qualified which includes maintaining a recognizable community presence to preserve peace and order, protect persons and property, and otherwise provide allied police services requested as well as precisely documenting evidence, circumstances and actions regarding actual and potential criminal violations or other public safety related incidents. Involves: Patrol streets, parks, commercial and residential areas on an assigned beat by foot, motorcycle or car to prevent or detect and investigate felony or misdemeanor law violations and other misconduct, regulate traffic and respond to calls for police assistance. Thoroughly document and prepare felony and misdemeanor cases for filing of charges, giving testimony in court proceedings or other proper law enforcement action.

Perform related duties as required. Involves: Act on behalf of superior officers in their absence, if assigned. Maintain normal availability by radio or telephone for consultation on open cases or emergency call out. Maintain equipment, supplies and facilities in clean, orderly and safe condition which includes preventive servicing and making minor repairs, such as changing tires on assigned service vehicle if needed. Participate in in-service training for own

professional development. Explain and demonstrate criminal investigation techniques to less knowledgeable employees as requested. Serve on designated ad hoc committees.

Knowledge, Abilities and Skills

- Considerable knowledge of Police Department policies, rules and regulations.
- Considerable knowledge of modern criminal investigation, identification and fingerprint classification principles, methods and equipment, and rules for securing, handling, and preserving legally accepted evidence.
- Good knowledge of law enforcement, court, state and federal and other criminal history resources and related security clearance access procedures.
- Good knowledge of City geography.
- Good knowledge of radio procedures and operation.
- Good knowledge and awareness of cultural differences.
- Ability to follow oral and written instructions.
- Ability to obtain and remember information, including names, faces and details of incidents, through investigation, interviews, interrogations and observations.
- Ability to comprehend and analyze complex situations, problems and data, and use sound judgment in drawing conclusions and making decisions.
- Ability to communicate effectively orally and in writing in order to clearly and concisely articulate complex facts and relationships in legible detail and summary reports and records, and to testify in court in an objective and professional manner.
- Ability to produce or obtain exhibits such as graphs, charts, photographs or other evidence.
- Ability to establish rapport and maintain effective working relationships with coworkers, other departments and agencies, and the public in order enforce the law and prevent crime with firmness, tact and impartiality when confronted by hostile, injured and distraught individuals and groups.
- Skill in safe operation, care and wearing of a handgun, other designated weapons, allied law enforcement equipment, communications devices and other City property, as required.
- Skill in safe operation and care of a motor vehicle.
- Skill in safe operation and care of a network workstation or personal computer and allied hardware, and generic business productivity and specialized law enforcement software.
- Skill in rendering First Aid to injured or ill persons as first responder to accidents, crime scenes and other emergencies.

Other Job Characteristics

- Wear uniform and accessories as customarily prescribed for regular tour of duty or special assignments.
- Subject to being called at any time for emergency duties.
- Occasional vigorous physical demands common to duties of a Police Officer.

Minimum Qualifications

Education and Experience: Two (2) years of experience as a commissioned police officer with the El Paso Police Department.

Licenses and Certificates:

- Basic Peace Officer license issued by Texas Commission on Law Enforcement Standards and Education (TCLEOSE) in compliance with state statute by time of appointment.
- Texas Class "C" Driver's License or equivalent from another state by time of appointment.

Human Resources Director Police Chief

Code 7542
Grade P1-P3

JOB SPECIFICATION

POLICE OFFICER

General Purpose

Under general supervision, perform assigned municipal law and ordinance enforcement and crime prevention duties which include maintaining a recognizable community presence to preserve peace and order, protect persons and property, and otherwise provide allied police services requested as well as precisely documenting evidence, circumstances and actions regarding actual and potential criminal violations or other public safety related incidents.

Typical Duties:

Patrol streets, parks, commercial and residential areas on an assigned beat by foot, motorcycle or car to prevent or detect and investigate felony or misdemeanor law violations and other misconduct, regulate traffic and respond to calls for police assistance. Involves: Check stores, businesses, houses and other premises for burglars, fires, and other disturbances. Respond to emergency radio or telephone calls and participate in inquiries into reported or observed events such as vehicular or other accidents, robberies, civil disturbances, domestic violence, fights, drunkenness, missing persons, prowlers, and drug abuse. Examine suspicious conditions and conduct primary searches of scenes of attempted or committed crimes for clues. Seek out and question victims, witnesses and suspects to develop leads and tips. Independently decide course of action ordinarily expected in conformance with Federal, State, County, and City laws and ordinances to immediately deal with difficult and emergency situations without assistance as qualified. Maintain normal contact with police supervisory personnel by radio or telephone for consultation on major emergencies or precedents, to collaborate on investigations or provide mutual assistance during other law enforcement activities. Detain or arrest, restrain, search and advise suspects of their rights, and transport, register and book prisoners. Cooperate and exchange information with other law enforcement agencies as assigned. Obtain advice from City Attorney, Municipal Court, and Prosecutor's Office regarding cases, policies and procedures, as needed and assigned. Direct and enforce traffic and parking regulations, issue tickets to traffic violators, inspect motor vehicles for state registration, serial numbers and other pertinent information, and operate speed detecting radar device. Ascertain causes of traffic accidents by taking measurements and drawing diagrams of scenes, inspecting vehicles involved, obtaining and analyzing information incidental to events, and conducting hit-and-run follow-up inquiries. Rescue and render first aid to the injured, and summon ambulances and other law enforcement vehicles. Serve, as qualified, on specialized law enforcement operations or reaction teams, such as canine patrol, two-wheel motorcycle patrol, special weapons assault, juvenile cases, hostage negotiations or surveillance, if assigned. Engage in community oriented policing by mediating disputes, providing assistance to the public with such routine matters as locked or stalled vehicles, conducting educational programs pertaining to issues such as crime prevention, self defense techniques, drug abuse resistance and traffic safety, and furnish general information about department activities. Serve warrants and commitments to fulfill court orders. Testify in court.

Prepare felony and misdemeanor cases for filing of charges, giving testimony in court proceedings or other proper law enforcement action. Involves: Compile information and write and submit reports on topics such as investigation findings, field interrogations, alcohol or drug influence, accident scenes, and traffic or other hazards that endanger public safety to superior officers. Prepare various records including officer's daily activity log, arrest register, Breathalyzer checklist, bad check form, and vehicle impoundment form.

Perform related duties as required. Involves: Act on behalf of superior officers in their absence, if assigned. Maintain normal availability by radio or telephone for consultation on open cases or emergency call out. Maintain equipment, supplies and facilities in clean, orderly and safe condition which includes preventive servicing and making minor repairs, such as changing tires on assigned service vehicle if needed. Participate in in-service training for own professional development. Explain and demonstrate police patrol practices to less knowledgeable employees as requested. Serve on designated ad hoc committees.

As provided under Classification and Compensation Ordinance 8064, Section 2.2,General purpose and typical duties summarized are only illustrative of work customarily assigned and performed. Typical requirements shown may be more specifically defined by additional job analysis. Equivalencies for education or experience shown may be more specifically defined by CSC approved guidelines.

Knowledge, Skills, and Abilities

- Application of good knowledge of subjects required for licensing as a Peace Officer as established by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) including modern law enforcement principles, procedures, techniques and equipment, and applicable laws, ordinances, and department rules and regulations.
- Application of some knowledge of City's geography.
- Follow oral and written instructions.
- Exercise sound judgment in order to quickly and calmly evaluate situations and make sound decisions when reacting to emergencies.
- Express oneself persuasively, clearly and concisely, orally and in writing to analytically and objectively discuss, report on and testify about evidence and observed situations, and to record them precisely and completely.
- Establish rapport and maintain effective working relationships with coworkers, other departments and agencies, and the public in order enforce the law and prevent crime with firmness, tact and impartiality when confronted by hostile, injured and distraught individuals and groups.
- Skillfully use and care in safe operation, care and wearing of a handgun, other designated weapons, allied law enforcement equipment, communications devices and other City property, as required.
- Skillfully use and care in safe operation and care of a motor vehicle.
- Skillfully use and care in safe operation and care of a network workstation or personal computer and allied hardware, and generic business productivity and specialized law enforcement software.
- Skillfully use and care in rendering First Aid to injured or ill persons as first responder to accidents, crime scenes and other emergencies.

As provided under Classification and Compensation Ordinance 8064, Section 2.2,General purpose and typical duties summarized are only illustrative of work customarily assigned and performed. Typical requirements shown may be more specifically defined by additional job analysis. Equivalencies for education or experience shown may be more specifically defined by CSC approved guidelines.

Other Job Characteristics

- Wear uniform and accessories as customarily prescribed for regular tour of duty or special assignments.
- Subject to being called at any time for emergency duties.
- Occasional vigorous physical demands common to duties of a Police Officer.

Minimum Qualifications

Education and Experience: Graduation from El Paso Police Academy, or one (1) year of commissioned police officer experience in a law enforcement agency.

Licenses and Certificates: Basic Peace Officer license issued by TCLEOSE in compliance with state statute by time of appointment. Texas Class "C" Driver's License or equivalent from another state by time of appointment.

Special Requirements: Must be twenty-one (21) years old by time of appointment. Must pass comprehensive background investigation including pre-offer physical fitness, medical, psychological and polygraph examinations, and drug screening.

As provided under Classification and Compensation Ordinance 8064, Section 2.2,General purpose and typical duties summarized are only illustrative of work customarily assigned and performed. Typical requirements shown may be more specifically defined by additional job analysis. Equivalencies for education or experience shown may be more specifically defined by CSC approved guidelines.

Code 11230
Grade GS 44

JOB SPECIFICATION

SENIOR OFFICE ASSISTANT

General Purpose

Under general supervision, perform a wide variety of general clerical tasks and functions.

Typical Duties:

Greet and assist city personnel, officials and the public in person and over the telephone. Involves: Greet and respond to visitors and personnel in a professional manner. Provide appropriate information and documents to the city personnel and the public related to area of responsibility. Exercise of proper telephone etiquette, responding to inquiries, taking messages and forwarding inquires to the appropriate party.

Prepare and edit specialized documents and correspondence for review. Involves: Use of personal computer for the preparation of documents, correspondence, memoranda, forms and certificates. Maintain record keeping and file documents and information in accordance with specified guidelines to include scanning documents. May post simple accounting records, prepare records, vouchers or other documentation.

Review and enter sensitive or complex data, maintain records and files, databases and record keeping sources. Involves: Enter data, verify accuracy maintain and update pertinent data characteristic of assigned area and monitor systems operation. Data may include: accounting (purchase orders, vouchers); human resource data (employee information, payroll data entry); activity/location codes, change orders, inventory, service applications, meeting minutes, material description and unit price, surveys, invoices, requisitions and class C citations, parking citations and charging instruments. Update and prepare spreadsheets, and generate reports (work history, billing, etc.). Review computer generated printouts for accuracy.

Provide computer assistance to users. Involves: Train office personnel in use of various computer programs. Locate computer files, run back up of primary computer server. Assist users with printer problems.

Perform a broad variety of related office clerical activities and support functions. Involves: Maintain inventory and order office supplies, coordinate and schedule meetings, track schedules, prepare payroll documents and complex records, receipt and conveyance of information within area of responsibility, handle petty cash. May perform minor cashiering as a back up.

Receive, review and sort mail, interoffice correspondence, packages and other communications. Involves: Identification of recipient and delivery priority, review and maintenance of appropriate level of confidentiality, and distribution of all communications.

May supervise assigned small staff. Involves: Schedule, assign, instruct, guide and check work. Appraise employee performance. Provide for training and development; enforce personnel rules and regulations, and work behavior standards firmly and impartially. Counsel, motivate and maintain harmony. Interview applicants. Recommend hiring, termination, transfers, discipline, merit pay or other employee status changes.

As provided under Classification and Compensation Ordinance 8064, Section 2.2, General purpose and typical duties summarized are only illustrative of work customarily assigned and performed. Typical requirements shown may be more specifically defined by additional job analysis. Equivalencies for education or experience shown may be more specifically defined by CSC approved guidelines.

Knowledge, Skills, and Abilities

- Application of good knowledge of customer service techniques.
- Application of good knowledge of office and record keeping procedures and departmental policies and procedures.
- Application of good knowledge of network computers/servers, data base entry.
- Application of good knowledge of English grammar, spelling and punctuation.
- Application of good knowledge of personal and/or network computers, office, word processing and database software applications and the operation of routine office equipment including, but not limited to, multi-line telephones, fax machines, copiers, calculators and filing systems.
- Application of good knowledge of business arithmetic.
- Interpretation of oral and written instructions.
- Application of some knowledge of supervisory techniques and pertinent policies and procedures.
- Establish and maintain effective working relationships with City officials, coworkers, and the public.
- Clear and concise written and oral communication to respond to inquiries and prepare and present information.
- Work under pressure to meet deadlines.
- Ability to type at the rate of 35 wpm.

Other Job Characteristics

- Office environment.
- Repetitive motion in the operation of computer software.
- Pass a criminal background check and obtain and maintain federally mandated security clearance as required.

Minimum Qualifications

Education and Experience: A High School diploma or GED, and two (2) years office support experience.

Licenses and Certificates: Some positions may require a Texas Class "C" Driver's License or equivalent from another state.

As provided under Classification and Compensation Ordinance 8064, Section 2.2, General purpose and typical duties summarized are only illustrative of work customarily assigned and performed. Typical requirements shown may be more specifically defined by additional job analysis. Equivalencies for education or experience shown may be more specifically defined by CSC approved guidelines.

SCHEDULE B

PROFESSIONAL AND CONTRACTUAL SERVICES

	(1)	(2)	(3)	(4)
Description of Service	ABTPA Funds	Cash Match	In-Kind Match	TOTAL
(A) Translator Specialist	48,789			48,789
(B)				
(C)				
(D)				
(E)				
(F)				
(G)				
(H)				
(I)				
TOTAL PROFESSIONAL AND CONTRACTUAL SERVICES				

Grant	Grant Totals	Contractual Sevices
		Translator
	Contractual	Avila
Salaries	38,489	38,489
Incentive Pay		
Longevity		
Sub Total	38,489	38,489
FICA Med-Civilian	558	558
FICA City Match-Civilian	2,386	2,386
Unemp Comp-Civilian	39	39
POS-Emp Contribution	2,606	2,606
Life Insurance	35	35
City Pension	4,484	4,484
Workers Compensation	192	192
Sub Total	10,300	10,300
Total	48,789	48,789

SCHEDULE B NARRATIVE

REQUIRED NARRATIVE: Briefly describe any anticipated contractual arrangement and work products expected. Describe basis for arriving at the cost of each line item. Professional services (such as consultants, trainers, counselors, evaluators, etc.) should be described by type of service, number of hours, rate per hour, and travel costs, if any.

A Professional and Contractual Service award would compensate the continued employment of a Translation Specialist for use in the Border Partners Project portion of this grant application.

The duties are based on the expected needs and requirements of the position. Additionally, the salary is the maximum according to the job description as it compares with other related positions, i.e. Senior Secretary and Court Interpreter. The position will be carried out under a contractual agreement. A copy of her contract is attached to the job description. The Translator will work a forty-hour workweek.

Attached earnings; which include fringe benefits are an estimated projection provided by the City of El Paso Personnel Department. This amount does not include any merit increase that can be applied to the translator specialist.

STATE OF TEXAS)
)
COUNTY OF EL PASO)

EMPLOYMENT AGREEMENT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **ANGELINA AVILA**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, on August 21, 2007, City Council adopted Ordinance No. 16727 granting authority to the City Manager or his or her designee or a Department Head to enter into and sign certain contracts on behalf of the City that are employment, personal services, professional services, volunteer services and other contracts authorized in the City Charter; and

WHEREAS, this contract falls within the parameters of Ordinance No. 16727; and,

WHEREAS, the City, on behalf of the El Paso Police Department, desires to employ the Employee as a Translator; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the El Paso Police Department, in El Paso, Texas. Contractor agrees to adhere to all relevant rules and policies of the El Paso Police Department.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about September 1, 2007 and be completed by August 31, 2008. The City

Manager shall have the authority to automatically renew this contract for one or more additional set of periods of time, by giving written notice to the Employee not less than thirty (30) days prior to the date upon which this contract would otherwise terminate. Written notice is given by way of this contract.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid hourly at the rate of Seventeen and 62/100 Dollars ($17.62) for forty (40) hours per week. Total amount of the contract shall not exceed $46,656.00 plus benefits. Contract Employee will normally not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the Contract Employee to work in excess of 40 hours per week, Contract Employee shall be paid overtime at the hourly rate of Twenty-Six and 43/100 Dollars ($26.43) in accordance with the Fair Labor Standards Act. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, Employee shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. This is an irrevocable election which may not be changed in subsequent

contracts.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will Employee make a claim against the City for more than the rate provided under the terms of this contract.

4. AMENDMENT OF AGREEMENT. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or pursuant to any City Ordinance authorizing contract amendments.

5. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the El Paso Police Department, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of

this Contract.

6. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract 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 the courts of El Paso County, Texas.

7. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

8. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contract Employee is in breach of this contract, the contract may be terminated immediately upon written notification to the Contract Employee of the cause for termination. As a member of the unclassified services for the City, Employee is subject to removal from his or her position pursuant to Section 6.2-3 of the Charter. Employee acknowledges that Employee has no right of appeal with respect to termination of his or her employment.

9. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out his/her duties under this Contract.

10. NOTICE. Any notices required under this contract shall be sufficient if sent

by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee at the following addresses:

CITY: City of El Paso
El Paso Police Department
Attn: Chief of Police
911 N. Raynor
El Paso, Texas 79903

EMPLOYEE: Angelina Avila
12105 Road House Dr.
El Paso, TX 79936

IN WITNESS WHEREOF the parties have executed this agreement at El Paso, Texas this 31st day of August, 2007.

CITY OF EL PASO, TEXAS:

Joyce A. Wilson
City Manager

EMPLOYEE:

Angelina Avila

APPROVED AS TO CONTENT:

Richard D. Wiles, Chief
El Paso Police Department

APPROVED AS TO FORM:

John R. Batoon
Assistant City Attorney

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City of El Paso – Job Specification

Translation Specialist

Summary –
Under general supervision, performs responsible translation, secretarial, and clerical duties; performs related duties as required.

Typical Duties
Interprets/Translates from Spanish/English and English/Spanish official proceedings, and any other communication and reduces to writing. Types memoranda, correspondence, reports, forms and related materials from rough copy, sound recordings or other sources; takes and transcribes dictation and minutes; composes routine correspondence for supervisors signature; composes and mails responses to public inquiries and complaints; screens and distributes departmental mail.

Establishes and maintains files and records; reviews documents for accuracy and completeness and corrects errors and brings to the attention of appropriate personnel. Compiles information for reports; maintains balances on budget accounts, inventory list and related records.

Greets visitors and provides information or refers to appropriate person; takes and relays messages, information and instructions to designated personnel. Schedules appointments for supervisor or other staff; arranges travel itineraries and reservations for department staff; arranges time and place of board, committee and staff meetings and notifies interested parties; prepares, posts and distributes agenda and related materials; takes/transcribes minutes of board, committee and staff meetings.

Operates electronic office equipment including typewriters, word processing and computerized input and retrieval system.

Minimum Qualifications

Training and Experience: Graduate from high school and capable of interpreting from English/Spanish and Spanish/English, knowledge in interpreting legal vocabulary and reducing such communication to writing. Three years of progressively responsible clerical experience, including one year performing stenographic or secretarial duties; or an equivalent combination of education and experience.

Knowledge, Abilities and Skills: Good knowledge of office practices and procedures; good knowledge of English, spelling and punctuation; good knowledge of the use and care of office equipment; some knowledge of the methods and techniques of public contact.

Ability to type at fifty (50) words per minute; ability to tactfully and courteously respond to public inquiries and provide requested information; ability to make sound decisions; ability to develop, establish and maintain filing systems; ability to independently plan and complete information; ability to perform arithmetic calculations; ability to establish and maintain effective working relationships with fellow employees, officials and the general public; ability to express oneself clearly and concisely, both orally and in writing.

Have the skill in the use and care of office equipment.

Physical Requirements: Mobility within an office environment.

*Note: The aforementioned Job description is a proposal for the upcoming Border Partners Grant Application. The Duties are based on the expected needs and requirements of the position. Additionally, the salary is based on the job description as it compares with other related positions, i.e. Secretary II and Court Interpreter.

ATTACHMENT "A"
SCOPE OF DUTIES

Interprets / translates from Spanish / English and English / Spanish, including conversations from tapes & written material and reduces to writing when needed; types memoranda, correspondence, reports, forms and related materials from rough copy, sound recordings or other sources; takes and transcribes dictation and minutes, composes routine correspondence for project director's signature; composes and mails responses to public inquiries and complaints; screens and distributes departmental mail.

Establishes and maintains files and records; reviews documents, such as reports and memorandums, for accuracy and completeness; corrects grammatical errors, and alerts project director to any errors pertaining to content; compiles information for reports; maintains balances on budget accounts and inventory list pertaining to the grant and related records.

Greets visitors and provides information as needed, or makes referrals to proper source; receives and relays messages, information and instructions to designated personnel; schedules appointments for project director and other department staff; arranges travel itineraries and reservations for department staff, arranges time and place of board, committee and staff meetings, and notifies pertinent parties; prepares, posts and distributes agenda and related materials; takes / transcribes minutes of board, committee and staff meetings.

Be able to operates electronic office equipment, including typewriters, word processing, and computerized input and retrieval system.

SCHEDULE C

TRAVEL

1. Local Travel

Title or Position	Miles Traveled Annually/$Rate	(1) ABTPA Funds	(2) Cash Match	(3) In-Kind Match	(4) TOTAL
(A)					
(B)					
(C)					
(D)					
(E)					
(F)					
(G)					
(H)					
LOCAL TRAVEL TOTAL					

2. In-State Travel (Specify clearly and use continuation pages if necessary)

Purpose	Destination	ABTPA Funds	Cash Match	In-Kind Match	TOTAL
ABTPA (3)	Austin, Texas	3,750	3,750		7,500
Border Solutions (1)	Unknown	1,250	1,250		2,500
TAVTI (4)	Austin, Texas	2,000	2,000		4,000
DPS (4)	Austin, Texas	1,500	1,500		3,000
IN-STATE TRAVEL TOTAL		8,500	8,500		17,000

3. Out-of-State Travel (Specify clearly and use continuation pages if necessary)

Purpose	Destination	ABTPA Funds	Cash Match	In-Kind Match	TOTAL
Border Partners Training	Mexico	1,000	1,000		2,000
OUT-OF-STATE TRAVEL TOTAL		1,000	1,000		2,000
TOTAL TRAVEL BUDGET		9,500	9,500		19,000

SCHEDULE C NARRATIVE

REQUIRED NARRATIVE: Briefly describe the applicant's travel policy (i.e., mileage rates and per diem rates). Specify purposes for each item of travel. Break out costs of each in-state and each out-of-state trip to separately show the specific costs of transportation and per diem.

Travel requests will be used to document and justify travel for out of town training as the continued emphasis on crime prevention and syndicated crime disruption requires the Task Force to stay a step ahead of the criminal element. The Task Force has made several contacts nationwide that specialize in the investigation of organized crime and strides will be made to receive training from these agencies throughout the nation. Every officer on the street knows that the auto thief is the most elusive of all criminals. The "Auto Theft Business" has become more lucrative in recent years, which has attracted new and ambitious criminals to the ranks of the organized crime groups. The El Paso County Auto Burglary & Theft Task Force will utilize all resources, the community, and specialized training in its fight against auto theft.

The members of the El Paso County Auto Burglary & Theft Task Force will attend advanced auto theft courses related to criminal investigation, insurance fraud, crime prevention, community policing, maintaining and documenting informants, apprehension and identification of suspects, and stolen vehicles. The additional specialized training will assist the Task Force in the empowerment of the community and other law enforcement agencies by training them in the deterrence of auto theft.

The funds will also pay for attendance at the ABTPA / Border Solutions Committee Meetings held throughout the State of Texas and Mexico. Two members from the Task Force will attend meetings to keep informed of any changes. In addition, members of the Asset Recovery Unit, a supervisor from the Task Force who will oversee the project, and the Intelligence Personnel from the Border Partners Initiative will participate.

Investigation and International Border Conferences are also included in this request, such as: IAATI, TAVTI & DPS Training and Conferences. El Paso's proximity to the Southwest States of New Mexico and Arizona as well as to Mexico makes investigative travel a necessity.

Requested figures shown for travel is an estimate based on anticipated travel, both in and outside the State of Texas, including the need for investigative intelligence travels into Mexico.

The Recovery Unit will require travel into Mexico for training and prosecution for U.S. cases, acting as the representative of the complainant. The training will encompass the ever-changing protocol and procedures of law related to the recovery of stolen vehicles in Mexico. The Recovery Unit and Border Partners Initiative will be working closely with local, state, and federal agencies from Mexico and as such will need the presence of these members in various Mexican cities.

The members of the Auto Theft Task Force will also seek training on intelligence identification, trend analysis, and the recovery and seizure of assets involved with organized crime. The training and travel is anticipated both in and outside the State of Texas. This training will supplement the overall mission of the project, which is the reduction of auto theft and the recovery of stolen vehicles in a foreign country.

Attached you will find the "Administrative Directive" from the City of El Paso, Texas concerning travel authorization and expense allowances.

I. DEFINITIONS

A. Actual Expenses – Expenses supported by **actual** receipts.

B. Advance – Funds allotted to the employee prior to travel.

C. Emergency Travel – Travel authorized by the Mayor for the conducting of City business in an emergency.

D. Expense Reconciliation – Audit of expense reports and attached receipts upon completion of travel, to determine if actual travel expenses exceeded or were less than approved amounts advanced.

E. Expense Report – A copy of an authorized Travel Request form with the "Actual Expenses" section filled out and accompanied with all **original** expense receipts which is used to reconcile travel expenses. Completed Authorized Travel Request is due within 10 working days after completion of travel.

F. Local Travel/Training (Intra-City) – Any same day travel to locations in El Paso County and in other locations such as Van Horn, Alamogordo, Las Cruces, Dell city which does not require overnight accommodations and for which approval is not required.

G. Necessary and Reasonable Expenses – Criteria used to evaluate expenses which are not supported by actual receipts such as miscellaneous expenses.

H. Per Diem Allowance – Monetary allowance for lodging and meals.

I. Reimbursement – Funds paid to an employee upon returning from travel when actual expenses exceed the amount advanced.

J. Refund – Any advance in excess of actual expenses which must be returned to the City of El Paso.

K. Travel Request – Form prescribed by OMB and the Comptroller's Office which is transmitted for approval and which is subsequently used for expense reconciliation.

1. "Open" Travel Request – An authorized Travel Request is considered "open" when an expense report has not been filed with OMB for reconciliation and any refund of travel advance due the City or reimbursement due the employee has not been paid.

2. "Closed" Travel Request – An authorized Travel Request is considered "closed" when an expense report has been filed, reconciled and any refund of travel advances due the City or reimbursement due the employee has been paid.

L. GAO Schedules – As published in 41 CFR Chapter 301 (as amended) – Federal travel Regulations; Maximum Per Diem Rates; Final Rule.

II. POLICIES

Reference Ordinance 9699 as amended.

A. Department heads are responsible to plan and arrange for requested travel of employees so as to achieve maximum economy and efficiency. Travel should not be granted if the purpose of the trip can be handled by mail or telephone.

It will be the Department's responsibility to ascertain that funding is available for travel as well as obtaining separate billing accounts for the Universal Air Travel Plan (ghost cards) accounts. A copy of the application form is attached.

It will be the Department's responsibility to ensure that both the Department Head and Assistant Department Head are not absent from the Department at the same time.

Travel shall be approved only to transact official business, attend official and professional meetings, and participate in conferences and training sessions necessary to promote the efficient conduct of the City's affairs.

The policies and regulations for travel set forth in this procedure shall apply to all activities financed by an enterprise fund and state, federal or private grants unless the terms of the said grant require differently.

The Comptroller's Office will charge grants thirty-six and one half ($0.365), or the latest amount recorded in the Federal Register per mile for the use of City vehicles by employees.

B. The mode of travel wherever feasible shall be air travel by commercial carrier and shall be the most economical available, but in any event shall never exceed coach fare by air. In the event the City designates a City Travel Agency, air travel reservations shall be made by the Agency and the ticket paid by City check.

C. Transportation and registration expenses incurred pursuant to an approved Travel Request shall be paid on the basis of actual costs. All other usual travel expenses will be advanced on the basis of a per diem allowance.

D. The City shall not pay expenses resulting from indirect routes of travel and arriving earlier and leaving later than necessary to conduct official business.

E. Vacation may be taken in conjunction with travel on official business at no additional cost to the City provided this fact is specifically indicated on the face of the Travel Request and is authorized by the Department Head.

F. Expense reports and refunds of unused travel monies advanced shall be completed within ten (10) working days after conclusion of travel.

No travel advances shall be made to anyone who has permitted a previous Travel Request to remain "open" by failure to file the required Expense Reports and/or repay the unused portion of any travel advance within ten days after conclusion of travel, unless such delay has been approved as provided in Ordinance 8611.

G. When a spouse or other members of an employee's family attend a conference or meeting, none of their expenses shall be borne by the City. The Travel Request shall reflect only those expenses incurred by the employee.

H. In instances where use of personal automobile is allowed for the convenience of the employee, lodging, meals, and other expenses will be allowed on the same basis as if the employee had traveled by air. Travel time will also be allowed on the same basis as if the employee had traveled by air. The employee will charge the City only the time that would have been required to make the trip using airline transportation. All time used in excess of air travel time shall be charged to employee leave time.

III. AUTHORIZED EXPENSES

A. Local travel/training (Intra-City) - Valid Expenses

1. Actual cost for registration fees (and meals if included in fee) at conference or meetings only when attendance is approved by the department head in advance and is a requirement of the job or in the interest of the City because of essential information. Normally, lunches are not paid.

2. If a city vehicle is available for use, employees must use this method of transportation rather than a personal vehicle. In instances where use of a personal vehicle is required, the employee, will be reimbursed at thirty six and one half cents ($0.365), or latest amount in the Federal Register per mile. When a personal vehicle is used for the convenience of the employee and approved by the department head, reimbursement will be at thirty six and one half cents ($0.365), or latest amount in the Federal Register per mile.

3. Any City employee who receives a monthly allowance for gasoline shall not be entitled to receive any reimbursement for local travel expenses in addition to the said gasoline allowance, and is prohibited from driving city-owned vehicles for other than emergency purposes.

B. Travel Other Than Local - Valid expenses include only those directly related to the official duties of the employee as stated below:

1. Lodging - shall be for the actual expenses at the rate established by the most current applicable Federal Register schedules for the particular location unless otherwise approved by City Council or the Mayor in emergency travel situation. Such approval must be obtained in advance except for circumstances beyond the control of the employee and must be supported by actual receipts.

2. Meals - maximum amount as shown in the latest Federal Register for geographical area.

3. Registration fees - shall be paid, where feasible, directly by the City through the Department's Voucher Payable process to the sponsoring organization and shall be supported by an actual receipt, agenda or program identifying all activities and meals that are included in the registration fee. The Department shall not pay for expenses for registration or tuition which are not allowed or which are unreasonable. Registration costs are authorized to the extent necessary to transact official business; expenses of "tour packages" offered in connection with conference registration or other similar expenses are not allowed.

4. Ground transportation - shall be only for what is reasonable and necessary and must be supported by actual receipts.

5. Telephone calls - shall be for what is reasonable and necessary, only for official city business and must be supported by appropriate documentation relative to cost and purpose and with the approval of the Department Head.

6. Miscellaneous expenses - i.e., porter services or tips, which shall only be what is reasonable and necessary not to exceed $10.00 total.

7. Rental car - may be authorized when determined to be necessary. "Necessary" means that a rental car is needed to conduct official business and other alternatives, such as public transportation, are either more costly or impractical due to the exigency of travel. Insurance should be purchased from the rental car agency when personal insurance companies will not insure a driver using a rental car and must be supported by receipt as well as gasoline receipts. All rental cars should be filled up before return and not at Rental Agency Car station to avoid exorbitant fuel charges.

8. Personal vehicle use - shall be thirty six and one half cents ($0.365), or latest approved rate listed in the Federal Register per mile when approved in advance not to exceed the cost of coach air fare.

9. Items such as entertainment, alcoholic beverages, dry cleaning service or any other personal services are not authorized expenses.

IV. PROCEDURES

A. Transportation

1. All commercial air transportation reservations shall be processed according to the following procedure:

   a. In the event of designation of a Travel Agency, departments shall notify the designated agency of destination, dates, and preferred hour of departure and return. Departments are responsible for ensuring that the travel agency makes reservations for their employees. Travel should be planned sufficiently in advance to take advantage of reduced fares. Pricing may be obtained from the Internet.

   b. Coach fare shall be considered standard for air travel, however, the most economical available shall be utilized, i.e., discount fares where feasible. If a City travel agency is designated, the travel agency shall state the terms of the ticket purchase such as seven day advance, weekend stay etc.

c. In the event a City travel agency is designated, the travel agency will deliver airline tickets to the Department Head. Purchasing tickets from the Internet should be sent to the Department requesting the airline tickets.

d. In the event a City travel agency is designated a monthly invoice for all City travel booked through a travel agency will be provided by the agency to the Department. Departments will verify services received.

e. If a situation arises that during travel additional fees or fares are incurred they must be substantiated by a receipt and written justification, and will be subject to approval as provided herein and in Ordinance 8611.

f. If a City travel agency is designated, frequent flier or bonus miles obtained as a result of City travel will be utilized only for official city business. If not used accordingly, employee will be given a 1099 - Miscellaneous form for taxable fringe benefits received. Designated travel agency will provide the City with reports indicating frequent flier or bonus miles earned.

2. All vehicular transportation shall comply with the following:

a. Travel in a City vehicle may be authorized if it is in the best interest of the City considering such factors as time required, destination, travel distance, and number of persons in the travel group. Gas, oil, and other service station assistance will be paid by use of a City credit card which will be issued by the Director of Purchasing if so approved on the Travel Request.

b. Travel by personal vehicle for City business, at the reimbursement rate of $.365 or latest rate in the Federal Register per mile, may be authorized if commercial transportation is not practical and a City vehicle is not available. Travel by personal vehicle <u>for the convenience of the employee</u> is reimbursable at $.365 or latest rate in the Federal Register per mile. Odometer readings from employee's residence or official work site (whichever is shorter distance) to final destination and return should be used to calculate mileage.

c. Rental car credit cards are available for use at travel destination when so approved in advance. A Travel Request must indicate approval by the City council prior to issuance of a credit card by the Director of Purchasing. Travelers must fill up rental car gas tanks prior to returning to the agency in order to avoid exorbitant fuel charges. Gas receipts are to be submitted with reconciliation.

d. Reimbursements will be made for the use of taxis or airport limousine in connection with travel when supported by actual receipts. Most hotels provide this shuttle service free of charge.

e. Reimbursements will be made for miscellaneous expenses not to exceed $10.00 total.

B. Lodging

The per diem allowance for lodging is the rate established by the most current applicable Federal Register for the particular unless otherwise approved by City Council or the Mayor in emergency travel situation. Such approval must be obtained in advance except for circumstances beyond the control of the employee and must be supported by actual receipts. The City will pay the actual cost of hotel rooms. The room rate must be substantiated by an original hotel issued receipt that indicated all charges and payments credited.

C. Meals

1. The maximum per diem allowance for a designated geographical area according to the most current applicable Federal Register will be used. Per diem allowance for meals shall be pro-rated for the day of departure and the day of return according to the number of meals the time frame of travel actually covers in accordance with the following schedules:

   a. Breakfast - Between 6:00 a.m. and 11:00 a.m.
   b. Lunch - Between 11:00 a.m. and 5:00 p.m.
   c. Dinner - After 5:00 p.m.

   Schedules should be as follows:

   a. At Designated Geographical Area

      1. Breakfast - Between 6:00 a.m. and 11:00 a.m. 20%
      2. Lunch - Between 11:00 a.m. and 5:00 p.m. 30%
      3. Dinner - After 5:00 p.m. 50%

   b. Leaving and Returning to El Paso

      1. Flights leaving before 8:00 a.m. – Breakfast
      2. Flights leaving between 11:00 a.m. and 1:00 p.m. - Lunch
      3. Flights leaving between 5:00 p.m. and 8:00 p.m. – Dinner

4. Flights returning between 8:00 a.m. and 11:00 a.m. - Breakfast
5. Flights returning between 2:00 p.m. and 5:00 p.m. - Lunch
6. Flights returning after 6:00 p.m. - Dinner

2. Meals included in registration fees, airline tickets or provided by another agency shall be deducted from the per diem reimbursement allowance.

D. Time Away From Duty Station

Travel requests should indicate the number of hours the employee is away from the duty station. If the person must be replaced during these hours, so state on the Travel Request. Do not include weekend hours unless employee normally works on the weekend.

E. Registration Fees

Requests for attendance at conferences, training sessions, or other meetings, must be supported by a program or other evidence of the opening and closing dates and time, the fee rate, and meals that are included.

It is preferred that registration fees be paid directly by the City to the sponsoring organization if the vendor has been established by the Purchasing Department, if not, then the registration fee will be advanced to the employee and it will be his/her responsibility to pay the vendor.

A receipt or some other proof of the fee payment shall be submitted with reconciliation when the fee is paid by the employee out of advanced funds.

F. Long Distance Telephone Calls While Traveling

Long distance telephone charges will be allowed for official business calls and will be governed by the following:

1. Calls to City offices shall be made on a collect call basis; all other business related calls to locations other than City offices shall be paid by the employee, who will be reimbursed upon submission of appropriate documentation relative to cost and purpose and with the approval of the Department Head.

2. Calls for other than City business shall not be made at City expense. One (1) telephone call to the employee's family indicating a safe arrival is permissible for reimbursement.

G. Travel Advances

1. Travel advances are authorized on the basis of an approved Travel Request. It will be the Department Head's responsibility to approve Travel Requests for their Departments providing funds are available. Checks for travel advances shall be prepared by the Department's Voucher Payable process.

2. The amount of advance will be the total of column two (2) on approved travel request.

3. It is the Department's responsibility to make reservations for airline tickets and hotel/motel reservations.

H. Expense Report Reconciliation

1. Within ten (10) working days after completion of travel an Expense Report shall be filed with OMB. Original receipts only for lodging, transportation, and official long distance phone calls, etc. shall be filed with the report. The total amount due to the City or from the traveler shall be noted on the Report. If funds are due the City, a City of El Paso Cashier's Receipt (original) shall accompany the Expense Report. Reimbursements in amounts over $50 or 10% of the travel amount, whichever is higher, shall be submitted to City Council for approval prior to payment. If reimbursement is due, a check will be issued to the traveler. Amounts less than $50 or 10% of travel amount will be reimbursed by the Comptroller's Office after reconciliation is completed. Reimbursements under $1.00 will not be necessary. If an employee does not wish to receive a reimbursement, then that must be indicated on the reconciliation.

2. If the advance exceeds expenses reimbursable under provisions of this directive or in the event of the cancellation or indefinite postponement of travel for which an expense advance has been issued, monies due the City shall be promptly returned to the Comptroller's Office. If purchased by designated City travel agency all airline tickets shall be returned to the travel agency for credit. The applicable Travel Request along with the refund receipt shall be filed by the Comptroller's Office and the Travel Request shall be closed.

V. GENERAL GUIDELINES FOR DEPARTMENT HEADS

A. Planning of trips is essential to reduce travel costs. Travel should be requested far enough in advance for authorization to be granted in time to take advantage of reduced fees offered for early registration and discount airline fares.

B. Examine travel destinations to ensure that travel is to destinations which are in closest proximity to the City. If there are seminars, conferences, etc., scheduled throughout the year at various locations and the determination is made to have an employee attend, choose the location closest to El Paso.

C. Screen all travel requests to limit trips, number of individuals traveling, points to be visited, itineraries, and durations to those that are essential to the performance of department mission.

D. Exercise control of travel expense by keeping it within established appropriations.

E. Review expense reports at completion of trips to ensure completeness and appropriateness of expenses claimed.

VI. FORMS

A. Travel Request
B. Multiple Attendees Travel Request Forms and Instructions

AN ORDINANCE AMENDING ORDINANCE #9699, AS AMENDED, ESTABLISHING PROCEDURES FOR TRAVELING FOR THE CITY OF EL PASO should be either updated or revised based on the information presented above.

SCHEDULE D

EQUIPMENT PURCHASES

	(1)	(2)	(3)	(4)
Equipment Name or Description and Quantity (Do Not List Brand Names)	**ABTPA Funds**	**Cash Match**	**In-Kind Match**	**TOTAL**
(A) High Profile Vehicles		68,000		68,000
(B) Tracking Devices		8,000		8,000
(C) Display Trailers (2)		40,000		40,000
(D) Generator electrical supply (gas) (2)		4,000		4,000
(E) Laptops (4)		6,000		6,000
(F) Air Cards		6,000		6,000
(G)				
(H)				
(I)				
(J)				
(K)				
(L)				
(M)				
(N)				
(O)				
(P)				
(Q)				
TOTAL EQUIPMENT PURCHASES		132,000		132,000

SCHEDULE D NARRATIVE

REQUIRED NARRATIVE: Briefly describe the use of equipment and the cost of each line item.

(A) High Profile Vehicles / Trucks – With the ongoing increase in thefts of high profile trucks, the vehicles would serve a two –fold purpose in the wake of fighting auto theft. The vehicle would supplement the already existing fleet and could be utilize as bait vehicles where special equipment could be installed to aid the fight against auto theft. These two vehicles would need to be from two different makes, for example: Ford, Chevrolet, Dodge products and others, which have proven to be the top targeted and stolen vehicles that this agency has seen.

Total Cost for 2 vehicles: $68,000

(B) Tracking Devices – The tracking device system can be used when members of the Auto Burglary & Theft Task Force set up "bait" vehicles that are staged in areas where automobiles are stolen. These vehicles could be followed and tracked with the goal that the auto thief can be apprehended. The system sends out an alert to multiple users notifying several members at the same time. The system can also be used to track certain vehicles that belong to auto theft targets.

Total cost: $8,000

(C) Display Utility Trailer – The trailers will be utilized as a mobile command post at the bridges working the weekly Border Star Operations. Due to its mobile capability, it can be utilized as an installation to keep all necessary paperwork and an office to detain, interview, and process prisoners. In addition, the size of the vehicle lends itself to display our message "Watch Your Car".

Total cost for 2 trailers: $40,000

(D) Generator electrical – One of the items required for the complete function of the trailer includes the generator. Unfortunately, the trailer is not equipped with one and it would be necessary to purchase two generators for the display trailers.

Total cost for 2 generators: $4,000

(E) Laptops – In a continued effort to implement our bait tracking system, portable laptop computers will assist the unit in monitoring and tracking the bait vehicle from the field. These laptop computers come with an Intel Pentium processor 740 (1.73 GHz) and a 14-inch screen. The 1.73 GHz processor will enable the system to be compatible in running any of the bait vehicles. The 14-inch screen will be utilized to view the maps when tracking the vehicles in motion.

The package consists of the Microsoft office basics, which includes: Word, Excel, Outlook, and PowerPoint. The package also contains an additional 9-cell lithium battery for longer portability for users in the field. In addition the system would allow our Crime Prevention Officer to make site presentations in an effort to combat auto theft.

Total cost for 4 laptops: $6,000

(F) Air cards – The laptops will utilize a system that has wireless networking cards that will enable the user to log onto the Internet where wireless phone service available. This option will enable the user to receive / research information such as suspects, vehicles descriptions and obtain photos and maps through the Internet and via e-mail. This can be used in conjunction with Map Quest to find the location of vehicles that OnStar has tracked down in the U.S. and Mexico.

Total cost: $6,000

SCHEDULE E

SUPPLIES AND DIRECT OPERATING EXPENSES

	(1)	(2)	(3)	(4)
Directly Charged Supplies and Other Operating Expenses	**ABTPA Funds**	**Cash Match**	**In-Kind Match**	**TOTAL**
(A) Leased Vehicles (26) @ 600 / vehicle	149,760	37,440		187,200
(B) Office Operating and Safety Supplies	10,266	4,000		14,266
(C) Membership		500		500
(D) Crime Prevention	5,000	2,500		7,500
(E) Confidential Informant Funds		7,500		7,500
(F) Fuel and Vehicle Maintenance (26)	15,400	57,340		72,740
(G) Communication Devices	10,000	14,280		24,280
(H)				
(I)				
(J)				
(K)				
(L)				
(M)				
(N)				
(O)				
(P)				
(Q)				
TOTAL SUPPLIES AND DIRECT OPERATING EXPENSES	190,426	123,560		313,986

SCHEDULE E NARRATIVE

REQUIRED NARRATIVE: Briefly describe the basis for arriving at the cost of each line item AND THE USE OF EACH ITEM.

(A) **Leased Vehicles** - The Task Force requires the use of unmarked (undercover) vehicles for their daily tactical and field operations. The nature of the work makes it necessary for the field officer to blend in with unmarked vehicles. The average cost per vehicle is $600 dollars a month for the fiscal year. The total combined price includes a cash match of $37,440 dollars to offset the cost for the fiscal year.
Total cost combined: $187,200

(B) **Office Operating & Safety Supplies** – The City of El Paso provides an operating budget to the Task Force for daily necessities, which allows the unit to have an efficient and professional office. Printing publications of materials for investigation and intelligence is required. Additionally, the cost of binding, safety equipment supplies, publications and subscriptions, photography supplies, uniforms and other operating expenses are covered in this budget. This budget is also used to purchase and upgrade tools required for vehicle inspections and inventories, purchase camcorder batteries used during undercover operations, and low cost equipment maintenance expenses. In addition, this will cover minor supplies to facilitate the location of Vehicle Identification Numbers (VINs). Also included is the daily inspections of suspect vehicles, bridge operations, and numerous salvage checks, which require the use of small tools for the investigator to find the confidential VIN.

The unit will need funds for the printing and binding of educational pamphlets, banners, publications, and needed subscriptions that will help the general public in the recovery of their stolen vehicle in the U.S. and Mexico through the Border Partners Section. The unit will also require yearly administrative supplies for the optimal operation of the Border Partners Project. The assets recovery and assistance team will have the responsibility of utilizing the binders and pamphlets in order to further the mission of the program.
Total cost: $14,266

(C) **Memberships** – Memberships pertain to auto theft investigations, crime prevention, community policing, tactical and covert operations, and legal updates. Costs are based on yearly fees ranging from $40 - $70 dollars.
Total cost: $500

(D) **Crime Prevention** – With crime prevention being a key component in the reduction of auto theft, this funding will be used to purchase equipment and materials aimed at public awareness such as hand-outs, stickers, flyers, pencils, key chains, and coffee cups promoting 'Watch Your Car' and other initiatives.
Total cost combined: $7,500

SCHEDULE E NARRATIVE

REQUIRED NARRATIVE: Briefly describe the basis for arriving at the cost of each line item AND THE USE OF EACH ITEM.

(E) **Confidential Informant Funds** – In an effort to curve auto theft and aid investigations to affect more arrest of offenders, the Auto Theft Task Force division will benefit from confidential informant funds. These funds will be utilized to pay informants in return for valuable information that will identify offenders, thus, result in arrest. With informants on hand, information channeled through these available resources will better prepare field investigators when auto thieves will strike and help field investigators to be ready to intercept them. With planned activity learned from paid informants, the members of the Auto Theft Task Force could set up in advance to take down offenders on sight, strengthening the case after being witnessed by police personnel. If needed, funds would be utilized for covert operations.
Total cost combined: $7,500

(F) **Fuel & Vehicle Maintenance** - The ATTF has seen an increase in counter surveillance conducted by auto thieves in the recent years. The City of El Paso being a Border City with Mexico has made Auto Theft a lucrative criminal enterprise and has caused the criminal elements to become more resourceful in the attempts to identify ATTF personnel and their vehicles. One proven case where a known auto thief was observed by ATTF personnel attempting to look into the lower level of the Police Headquarters where the ATTF vehicles are stored. It is the belief that in order to combat Auto Theft with surveillance and under cover operations, the vehicles ATTF personnel drive must be kept secret. ATTF members take their assigned vehicles to their private residence in order to maintain the integrity of their under cover vehicles. The appearance of a vehicle being owned by a Police Officer could provide sufficient deception in order to combat counter surveillance techniques used by Auto Thieves looking to identify Task Force members. The appearance of ownership is not the only factor in fighting counter surveillance. The amount of time an unmarked vehicle is parked at a police facility is greatly reduced; thus closing the window of opportunity for the vehicle to be identified as a surveillance team vehicle. Lastly, an added benefit to allowing assigned vehicle to be housed at an officer's residence is the availability of the vehicle to the officer to respond to investigative call outs. The time spent traveling to and from a police facility in order to obtain a police vehicle is reduced causing a reduction of overtime and improved call out response times.
Total cost combined: $72,740

(G) **Communication Device** - Wireless phones are essential items for a tactical section such as the Task Force. Officers / Detectives utilize the phones in their daily operations keeping constant communication with the teams. Proximity to the border has given the auto thieves access to scanning devices, which in turn allows them to listen to police radios. The instant phone to phone two way capability allows the officers / detectives the freedom to communicate without being compromising their operations. Cost includes the price for the airtime for the fiscal year.
Total cost combined: $24,280

SOLICITATION OF OFFERS

ISSUED BY

THE CITY OF EL PASO

PURCHASING DEPARTMENT

SOLICITATION NO: 2006-064 **DATE ISSUED: DECEMBER 6, 2005**

TITLE:: LEASE OF UNMARKED POLICE VEHICLES-POLICE DEPT.

An original, signed; sealed , OFFER to furnish the goods and/or services set forth in the SCHEDULE will be received at the place indicated below, until:
2:00 PM, local time, WEDNESDAY,DECEMBER 28, 2005

NOTICE When used in formal bid solicitations, the terms 'offer' and 'bid', and 'offeror' and 'bidder' are interchangeable.

ADDRESS OFFERS TO:
DEPUTY DIRECTOR OF FINANCIAL SERVICES-PURCHASING
CITY OF EL PASO

MAIL TO:
TWO CIVIC CENTER PLAZA
EL PASO, TX 79901-1196

OR

HAND DELIVER TO:
CITY HALL, 7TH FLOOR
2 CIVIC CENTER PLAZA
FRANKLIN & SANTA FE ST.
EL PASO, TX 79901

FOR ADDITIONAL INFORMATION CONCERNING THIS SOLICITATION, CONTACT:
JESUS M. JUAREZ , Procurement Analyst
Telephone: [915] 541-4317 FAX: [915] 541-4347

EXPIRATION OF OFFERS

The offeror agrees, to furnish all items [supplies or services] at the prices offered, and delivered at the designated point or points, within the time set forth in the SCHEDULE, if this offer is accepted within NINETY [90] consecutive days from the date set for the receipt of offers.

AMENDMENTS TO SOLICITATION

Receipt of all numbered amendments to Solicitations must be acknowledged:

AMENDMENT	DATED	AMENDMENT	DATED	MENDMENT	DATED
A001		A002		A003	
A004		A005		A006	
A007		A008		A009	

OFFER SUBMITTED BY

CAPPS RENT A CAR, INC
COMPANY NAME

8555 CARPENTER FRWY ☑ ☐
STREET ADDRESS P.O. BOX NUMBER

DALLAS TX 75247
CITY, STATE AND ZIP CODE

(800) 524 3677 X229 (214) 630-7268 ☐
TELEPHONE NUMBER FAX NUMBER

brading@cappsrentacar.com ☐ PLEASE CHECK PREFERRED ADDRESS FOR RECEIVING SOLICITATION DOCUMENTS.
E-Mail address

OFFER EXECUTED BY [PLEASE PRINT]

SAMUEL L. BRADING SPECIAL PROJECTS DIRECTOR
NAME AND TITLE OF PERSON AUTHORIZED TO OBLIGATE COMPANY

Samuel L Brading 12/22/05
SIGNATURE AND DATE OF OFFER

WITHOUT AN *ORIGINAL* SIGNATURE ON THIS OR OTHER DOCUMENT BINDING THE OFFEROR, THE OFFER WILL BE REJECTED

NOTE: AWARD OF THE CONTRACT RESULTING FROM THIS SOLICITATION WILL BE MADE BY AN AUTHORIZED WRITTEN NOTICE, WHICH MAY BE IN THE FORM OF A LETTER NOTICE OF AWARD, OR A PURCHASE ORDER ISSUED BY THE CITY OF EL PASO. THIS IS A ONE TIME CONTRACT ☐

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Section D ADDENDUM	FTA Certifications Addendum
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NOTICE: PUBLIC DISCLOSURE OF BID INFORMATION

Offerors are cautioned that once a bid is opened, all information contained therein will be available to the **PUBLIC** unless the information is excepted from the requirements of Government Code Section 552.021 pertaining to Open Records. The exception that allows the City to protect information that, if released, would give advantage to a competitor or bidder does not apply after the bidding is complete and the contract has been awarded. *Trade secrets, commercial or financial background data and privileged or confidential information*, may be excepted from public inspection. If any information contained in your offer qualifies for an exception because it falls into one of the categories above it should be clearly marked "CONFIDENTIAL" and the basis of your claim of confidentiality should be stated. Data so identified will be maintained as a protected record. Offerors who claim that information contained in a bid should be protected from public disclosure after the award of the contract may be asked to support such claim if the City receives an Open Records request for the information and requests a determination by the Attorney General. [Rev. 04-03-98]

IMPORTANT NOTICE

If you received your copy of this solicitation from the ***BID NET,*** or any source other than directly from the City of El Paso, and you plan to respond to it, please notify the City immediately, so you will be placed on the active bidders list, and will be sent, directly, all amendments and notices pertaining to the solicitation. It would also be helpful if you would supply a contact person's name, along with their telephone and FAX numbers and E-mail address.

Any extensions or changes in due date for any RFP's/Bids will be posted on the City of El Paso's website which is www.elpasotexas.gov

SECTION A
SCHEDULE OF ITEMS
LEASE OF UNMARKED POLICE VEHICLES

BID NUMBER: 2006-064
BID OPENING DATE: 12/28/2005

The City of El Paso , Purchasing Department is soliciting bids for leased vehicles required by the El Paso Police Department. The Contract resulting from this solicitation shall be for Thirty Six (36) months for the lease of approximately seventy (70) vehicles, at any given time, to be selected from the following list. The City reserves the right to allow other City Departments (aside from the Police Department) to issue Purchase Orders under this contract.

THE TERM OF THIS CONTRACT SHALL BE THIRTY SIX (36) MONTHS

NOTE 1: ALL VEHICLES DELIVERED UNDER THE TERMS OF THIS CONTRACT SHALL COMPLY WITH THE SPECIFICATIONS SET FORTH IN SECTION B.

NOTE 2: ACCURACY OF ESTIMATED QUANTITIES
The City believes that the numbers used as item quantities to be a reasonably accurate estimate; however, the actual quantity may be more or less than the estimate, and shall not be the basis for any change in the contract per unit price.

OFFEROR TO INCLUDE IN BID PACKAGE, COPIES OF ANY LEASE DOCUMENTS WHICH THE CITY WILL BE REQUIRED TO SIGN AS PART OF THIS LEASE AGREEMENT

LEASE FORMS SUBMITTED WITH BID ☐ YES ☐ NO

COPIES REQUIRED:

ONE COMPLETE copy of the BID PACKAGE is required. " Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer" The bidder shall submit its bid on the forms (UNALTERED) as furnished by the City. All bids shall contain the following:

1. Those pages on which you are required to fill in prices, furnish other information, or which call for a signature and those pages which include the City of El Paso Standard Contract Clauses (Section C)

2. Any other information requested , and

3. The submission or attachment of company "Quotation Forms" or other documents containing alternative terms and / or conditions is not acceptable and may result in your bid being deemed as non- responsive. Unauthorized additions, bids that do not contain a unit price where required or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous are not acceptable and may result in your bid being deemed as non-responsive. Refer to Section F, Item 1.

BIDDER'S (COMPANY) NAME Capps Rent A Car Inc