

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

DEPARTMENT: POLICE

AGENDA DATE: May 26, 2009 ** FAST TRACK **

CONTACT PERSON/PHONE: A/C Eric Shelton (915) 564-7309
Griselda T. Martinez (915) 564-7119

DISTRICT(S) AFFECTED: Citywide

SUBJECT:

Authorize the Mayor to sign Interlocal Agreement between the City of El Paso, El Paso County, and the City of Socorro in order to secure a grant for the Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Allocation. Funding portion for the City of El Paso is the amount of \$899,287.70 or 64.51% from the joint application of \$1,394,046.00.

BACKGROUND / DISCUSSION:

The Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Allocation has been awarded to the City of El Paso, El Paso County, and the City of Socorro for a wide range of funding priorities. Items to be funded include equipment to enhance officer safety and Senior Office Assistant salary and fringe benefits for existent program in the Police Department.

PRIOR COUNCIL ACTION:

Yes. The City of El Paso received JAG funding in 2008.

AMOUNT AND SOURCE OF FUNDING:

No cash match required. Grant is in the amount of \$1,394,046.00

*****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:** _____

RESOLUTION

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

That the Mayor be authorized to sign the Interlocal Agreement between the County of El Paso, the City of Socorro, and City of El Paso to submit a joint application to the Department of Justice – Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Allocation, in the amount of \$1,394,046.00. The funds received under the JAG formula program will be allocated \$446,278.30 or 32.01% of the total to the El Paso County; \$48,480.00 or 3.48% of the total to the City of Socorro; and \$899,287.70 or 64.51% to the City of El Paso. The City grant funds will acquire equipment to enhance officer safety and to fund salary and fringe benefits for Senior Office Assistant for existent program. That the City Manager or her designee be authorized to sign any grant related paperwork, including all understandings and assurances contained therein, and accept, reject, alter, or terminate the resulting grant, authorize budget transfers and submit necessary revisions to the operational plan. No cash match required.

ADOPTED this 26th day of May, 2009.

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

1.3 In the event that the grant award is less than the amount requested, the parties understand and agree that said award shall be allocated on a percentage basis as follows:

- City of El Paso 64.51%
- City of Socorro 3.48%
- County of El Paso 32.01%

1.4 The parties understand and warrant that this Agreement is contingent upon receipt by the CITY of the funding described above. In no event will the CITY provide any additional resources to the project beyond those specified under this Agreement.

1.5 The CITY agrees to use its share of the funds only for eligible costs under the JAG Formula Program for the El Paso Police Department.

1.6 The COUNTY agrees to use its share of the funds only for eligible costs under the JAG Formula Program for the Sheriff's Office, the District Attorney's Office, and the drug court programs in the 243rd and 409th District Courts. The COUNTY agrees to allocate its share of the funds as stated below, unless the grant award is less than the amount requested, the COUNTY will allocate its share of funds on a percentage basis:

- El Paso County Sheriff's Office \$277,400.00 or 62.16%
- District Attorney's Office \$ 67,278.30 or 15.07%
- Drug court programs \$101,600.00 or 22.77%

1.7 SOCORRO agrees to use its share of the funds only for eligible costs under the JAG Formula Program for the Socorro Police Department.

1.8 The parties agree that the expenditure of funds may be revised by each party so long as the costs are eligible under the JAG Formula Program and approved by the funding source without the need to further amend this Agreement.

2.0 General Terms

2.1 The COUNTY and SOCORRO agree that each will comply with the provisions of the grant agreement and provide to the CITY any information that the CITY may require to submit reports required under the grant agreement.

2.2 In terms of equipment purchased with the JAG Formula Program funds, the parties agree that (a) each entity shall list such equipment in the inventory of their own local government only and (b) the COUNTY and SOCORRO shall report the status of said equipment to the CITY through the end of the grant period plus three (3) years as required under the federal guidelines for said funds. The parties agree that the CITY shall have the right to verify the inventory list of said equipment provided by the COUNTY and SOCORRO on an annual basis and at a time that is mutually convenient for all parties.

2.3 This Agreement shall become effective upon the award to and acceptance by the CITY of the JAG Formula Program grant parties and shall remain in effect until the expiration of the grant period. In the event that no grant is awarded, this agreement shall be void.

2.4 The COUNTY and SOCORRO shall submit claims or invoices, bearing their respective entity's letterhead, no later than thirty (30) working days from the last day of the month for which payment is requested. The COUNTY and SOCORRO shall account separately for the receipts and expenditures of any and all funds received pursuant to this contract. Each invoice submitted by the COUNTY and SOCORRO shall be paid within 30 days of receipt by the CITY.

2.4-1 The COUNTY and SOCORRO shall maintain and make available for inspection, audit or reproduction, by an authorized representative of City of El Paso, books, documents and other evidence pertaining to the cost and expenses relating to the JAG Formula Program funds provided under this Agreement.

2.4-2 The COUNTY and SOCORRO shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and documents must be kept for a minimum of three years after the end of the contract period. If any litigation, claim or audit involving these records commences before the three year period expires, the COUNTY and SOCORRO must keep records and documents for not less than three years from the date of the original award or until all litigation, claims or audit findings are resolved.

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

2.5-1 Each party reserves, and does not waive, its respective rights of immunity and similar rights and does not waive its rights under the applicable statutes. No provision of this Agreement that imposes an obligation or restriction on any party that is not permitted by applicable law shall be enforceable.

2.5-2 By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

2.5-3 The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

2.6 The laws of the State of Texas shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and performance under it.

2.7 Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid if executed as an amendment to this Agreement.

2.8 All agreements and covenants contained in this Agreement are severable. Should any term or provision of this agreement be declared invalid by a court of competent jurisdiction, the parties intend that all other terms and provisions of this agreement should be valid and binding and have full force and effect as if the invalid portion had not been included.

2.9 The parties understand and agree that this Agreement constitutes the entire agreement between the parties relating to the terms and conditions of the Agreement. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto. This Agreement shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Agreement.

(SIGNATURES FOLLOW ON THE NEXT PAGES)

COUNTY OF EL PASO

Dated: _____

By: _____
Anthony Cobos
County Judge

ATTEST: _____
Delia Briones
County Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Josefina Brostrom
Assistant County Attorney

Richard Wiles,
Sheriff, El Paso County, Texas

CITY OF EL PASO

Dated: _____

By: _____
John Cook
Mayor

ATTEST: _____
Richarda Momsen
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Jennifer F. Callan
Assistant City Attorney

Greg Allen
Chief of Police

CITY OF SOCORRO

Dated: _____

By: _____
Trini Lopez
Mayor

ATTEST: _____
Gina Rodriguez
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Jerry Wallace
Assistant City Attorney

Jaime Avalos
Acting Chief of Police