

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

DEPARTMENT: POLICE

AGENDA DATE:

CONTACT PERSON/PHONE: A/C ROBERT FEIDNER, 564-7309

DISTRICT (S) AFFECTED: All

SUBJECT:

The City Manager be authorized to sign the Interlocal Agreement between the City of El Paso, County of El Paso, Socorro Police Department and Horizon Police Department; for the submittal of a joint application to the U.S. Department of Homeland Security – Operation Stonegarden 2012, in the amount of \$2,100,000.00 including all understandings and assurances contained therein. The purpose of grant is for the continuing efforts of the Police Department to reduce crime in the border community and to ultimately improve the quality of life for the residents in the City of El Paso.

BACKGROUND / DISCUSSION:

The funds received under the Operation Stonegarden FY2012 program will be shared proportionally as described in Attachment A.

PRIOR COUNCIL ACTION:

Yes. 6/12/12 StoneGarden FY2011

AMOUNT AND SOURCE OF FUNDING:

No cash match required.

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

N/A

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

DEPARTMENT HEAD: _____
Name Signature Date

RESOLUTION

WHEREAS, the El Paso City Council finds that transnational gangs, narcotics trafficking, and other border criminal activity threaten the peace and security for the citizens of El Paso; and

WHEREAS, the El Paso City Council finds it in the best interest of the citizens of El Paso to sign the Interlocal Agreement between the City of El Paso, County of El Paso, Socorro Police Department and Horizon Police Department to submit a joint application to the U.S. Department of Homeland Security – Operation Stonegarden 2012, in the amount of \$2,100,000.00. If the Operation Stonegarden 2012 Grant Award is less than the amount requested, and is not allocated specifically between the parties, the Operation Stonegarden Grant Award will be shared proportionally in the same proportion as the funds requested as described in Attachment A.

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

1. The City Manager be authorized sign the Interlocal Agreement between the City of El Paso, County of El Paso, Socorro Police Department and Horizon Police Department for the submittal of a joint application to the U.S. Department of Homeland Security – Operation Stonegarden 2012, in the amount of \$2,100,000.00 including all understandings and assurances contained therein, for the purpose of continuing the efforts of the Police Department to reduce crime in the border community and to ultimately improve the quality of life for the residents in the City of El Paso.
2. The City Manager be authorized to accept the grant award including all understandings and assurances contained therein.
3. No cash match or in-kind match required.
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 receives or provides to its Police Department at or after the time the grant is awarded.
5. The El Paso City Council agrees that in the event of loss or misuse of the appropriated funds, the El Paso City Council assures that the appropriated funds will be returned to the Department of Homeland Security in full.

ADOPTED this th day of May, 2013

CITY OF EL PASO

John Cook, Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

APPROVED AS TO CONTENT:

Gregory Allen
Chief of the El Paso Police Department

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

This agreement is entered into on the 22nd day of April 2013, by and between the County of El Paso, Texas, hereinafter called "County" and the City of El Paso, Texas, hereinafter called "City." The County of El Paso, Texas, through this Interlocal Agreement, is acting on behalf of the El Paso Sheriff's Office ("EPCSO"). The City of El Paso, Texas, through this Interlocal Agreement, is acting on behalf of the El Paso Police Department ("EPPD"), the City of Anthony, Texas is acting on behalf of the Anthony Police Department (APD), and the Town of Horizon is acting on behalf of Horizon Police Department ("HPD").

WITNESSETH:

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

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

Whereas, El Paso County through the El Paso County Sheriff's Office ("EPCSO"), wherein EPCSO is identified as the lead agency, and the City of El Paso, Texas on behalf of El Paso Police Department ("EPPD"), the city of Anthony on behalf of the Anthony Police Department ("APD"), and the Town of Horizon on behalf of the Horizon Police Department ("HPD") have agreed to submit a joint application to OPSG for a grant award (the "OPSG Grant") to enhance their capability to detect, prevent, and deter terrorists, weapons of mass effect, transnational gangs, smuggling of contraband, and human trafficking; and

Whereas, El Paso County acting through EPCSO will be the lead participating agency for application and administration of funds for the OPSG Grant; and

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

Whereas, such a consolidated effort to reduce crime in the border community will ultimately improve the quality of life for the residents in the City of El Paso, the City of Anthony,

the Town of Horizon and County of El Paso, Texas; furthermore such a consolidated effort is in each party's best interest and that of the public; and will increase the effective and efficient functioning of each party; and

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

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

1. The County will prepare and submit an application for funds under OPSG in the total amount of \$2,100,000.00 as described in Attachment A, attached hereto and incorporated herein by reference. The funds received will be allocated as described therein, or as allocated by the OPSG Grant Award, if different. If the OPSG Grant Award is less than the amount requested, and is not allocated specifically between the parties, the OPSG Grant Award will be shared proportionally in the same proportion as the funds requested as described in Attachment A. The County and each City agree to use their respective share of the OPSG Grant Award only for eligible costs under the OPSG Grant, and to comply with all grant requirements. The parties agree that they shall not use OPSG funds to supplant inherent routine patrol and law enforcement operation or activities to perform other activities not directly related to providing an enhanced law enforcement presence in each of the named cities and County of El Paso, Texas.

2. The City of El Paso, the City of Anthony, and the Town of Horizon agree, individually and severally, that they will comply with the provisions of the OPSG Grant and provide to the County any information that the County will need to submit to the reports as required under the OPSG Grant.

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

4. Each named City's police department shall submit claims or invoices on agency letterhead to the County, no later than thirty (30) working days from the last day of the month for which payment is requested. The following items are required to be sent to the County Auditor's Office:

- Officer Daily Activity Report
- Time Detail
- Payroll Register
- OT Certifications signed by Supervisor
- Mileage Logs
- Inventory List

- Before equipment purchases are made, verify from www.SAM.gov vendors are not on Debarment List.
- Verify the equipment is on the authorized equipment list at <https://www.rkb.us/lists.cfm>

5. Each named City's police department's claims or invoices shall account separately for the receipts and expenditures of any and all funds received pursuant to this contract. Each invoice submitted by each named police department shall be paid after reimbursement by the State Administration Agency from the County of El Paso – Auditor's Office.

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

7. The County, the City of El Paso, the City of Anthony, and the Town of Horizon each agree to observe all local, federal and state laws, rules and regulations that in any manner affect or govern the procurement of goods and services necessitated to carry out this Agreement and the services to be performed under this Agreement

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

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

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

11. This agreement is entered into in El Paso County, Texas and venue for the enforcement of this agreement shall lie in El Paso County, Texas. The laws of the State of Texas shall govern all questions and interpretations concerning the validity and construction of this

Agreement and the legal relations between the parties and performance under it.

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

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

14. 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.

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

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

Notice shall be made to:

To the County:	County Judge County of El Paso 301 El Paso County Courthouse 500 E. San Antonio El Paso, Texas 79901
COPY TO:	El Paso County Sheriff's Office Attention: Richard D. Wiles 3850 Justice Drive El Paso, Texas 79938
CITY:	City of El Paso Attention: City Manager's Office Two Civic Center Plaza, 10 th Floor El Paso, Texas 79901-1196

COPY TO: El Paso Police Department
Attention: Office of the Chief of Police
911 N. Raynor
El Paso, TX 79903

CITY City of Anthony
Attention: Mayor Art Franco
401 Wildcat Drive
Anthony, TX 79821

COPY TO: Anthony Police Department
Attention: Chief Carlos Enriquez
401 Wildcat Drive
Anthony, TX 79821

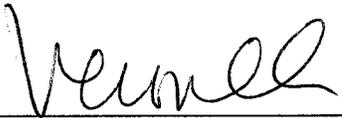
CITY Town of Horizon
14999 Darrington Road
Horizon, TX 79928

COPY TO: Horizon Police Department
Attention: Chief Michael McConnell
14999 Darrington Road
Horizon City, TX 79928

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

[Signatures Follow on Next Page]

COUNTY OF EL PASO

By: 
Veronica Escobar
County Judge

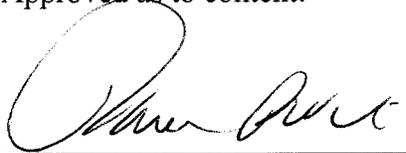
DATE: 4/22/13

ATTEST: 
Delia Briones
County Clerk

Approved as to form:


Assistant County Attorney

Approved as to content:


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

CITY OF EL PASO

By: _____

Joyce Wilson
City Manager

Dated: _____

Approved as to form:

Assistant City Attorney

Approved as to content:

Gregory Allen
Chief of Police

CITY OF ANTHONY

By: _____
Mayor Art Franco

Dated: _____

Approved as to form:

Assistant City Attorney

Approved as to content:

Chief of Police
Chief Carlos Enriquez

TOWN OF HORIZON

By: _____ Dated: _____

Walter Miller
Mayor

Approved as to form:

Elaine Hengen
City Attorney

Approved as to content:

Michael McConnell
Chief of Police

GRAND TOTAL El Paso County, Texas Cost: \$2,100,000.00

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

Adm./Logistics/Budget Request	Narrative Justification (Computation of Items)	Federal Request
Law Enforcement Operational Overtime	<p>EPCSO:OT Cost</p> <p>Aproximately= 8 hr shifts during the surge of 8 months @(\$57.avg/hr w/benefits for Deputy) and (\$75.00 avg/hr w/benefits for Supervisor)x 2 shifts = \$46,980.13</p> <p style="text-align: right;">EPCSO Subtotal = \$375,841.00 Civilians <u>M&A Costs</u>= \$24,174.70 \$400,015.70</p> <p>EPPD: OT cost Lieutenants: OT rate is \$60.00 per hour Sergeants: OT rate is \$51.00 per hour Officers/Detectives: OT rate is \$45.00 per hour</p> <p style="text-align: right;">Approximately= \$698,880.00 Civilians <u>M&A Cost</u> = \$32,313.00 EPPD Subtotal \$731,193.00</p> <p>OT-Sworn officer Overtime to enhance border security. Since size, scope and frequency of surges or operations may change throughout the year; Lieutenant in charge (Program Manager) will determine number of sworn personnel needed per operation/surge. Civilians/Officers will be used for M&A costs (not to exceed 5% of half of each quarterly budget). The Lieutenant in charge will make certain to stay within budgeted amounts and will document progress in quarterly Pre-Action and After-Action Plans.</p> <p>Since size scope and frequency of surges may change throughout the year, (Program Manager) will determine number of sworn personnel needed per operation. The Officer in charge will make certain to stay within budgeted amount and will document progress in pre-Action and after Action Plans.</p> <p>HCPD: Police Officer avg. \$28 per hr. OT rate x 6 officers x 8 hrs. x 4 operations/month. x 12 mo. = approximately \$29,220</p> <p style="text-align: right;">HCPD Subtotal = \$29,220.00</p> <p>APD: Police Officer avg. OT rate \$26.00 per hour x 1,277.775 hrs....\$33,222.15</p> <p style="text-align: right;">APD Subtotal = \$33,222.15</p>	<p>\$1,193,650.85</p>
Fringe Benefits for Peace Officers	<p>EPCSO: Deputies - \$332,761 x [(FICA 7.65%) + (Retirement14.41%) + (W/C 6.48%) + (Unemployment .38%) or 28.92%] + M & A benefit costs \$8,847 = <u>approximately \$107,531.30</u></p> <p><u>M&A Benefit Costs for Auditor and EPCSO:</u> <u>approximately \$7,013</u></p> <p style="text-align: right;">EPCSO Subtotal Benefits: \$114,544.30</p>	<p>\$366,234.10</p>

	<p>EPPD: Fringe benefit cost Lieutenant Fringe benefit cost based on OT rate of \$60.00 per hour is \$15.00 Sergeant Fringe benefit cost based on OT rate of \$51.00 per hour is \$12.75 Officers/Detectives Fringe benefit cost based on OT rate of \$45.00 per hour is \$11.25 Civilians M&A Fringe Salary Cost = \$6,462.00 EPPD Subtotal Benefits = \$243,731.00</p> <p>HCPD: (Fica/Suta @ 7.65%, Retirement @10.77%) x \$74,926 = \$3,022.72</p> <p>APD: \$34,138 x [(FICA 7.65%)+(Retirement .73%)+(W/C 6.48%) or 14.86%]=\$4,936.08</p>	
Travel, Lodging & Per Diem		\$-0-
General Equip.		\$-0-
Special Equipment:	<p>EPCSO: Video Digital Upgrade for patrol vehicles (52) @ approximately \$7,425 ea. = \$356,127 License Plate Reader (1) @ approximately \$30,000 E-Tickets (4) @ approximately \$</p> <p style="text-align: right;">Subtotal for EPCSO \$386,127.00</p> <p>EPPD: Subtotal for EPPD -0-</p> <p>HCPD: Equipment: 2013 Ford Interceptor Sedan AWD with Kustom Signal RP-1 with Dual Antenna for approximately \$30,048.00 Subtotal for HPD \$30,048.00</p> <p>APD:</p> <ul style="list-style-type: none"> 1 Ford Interceptor SUV All-wheel Drive.....\$26,281.67 1 Lightbar..... \$2,700.00 1 Gunlock for vehicle rack..... \$227.59.00 1 AK7 Radio Console..... \$695.05 1 Partition..... \$581.96.00 1 Tint..... \$100.00 1 Push Bumper:..... \$324.68 1 Dual-Band radar Unit.....\$1,575.00 1 2-way Radio \$2,500.00 1 installation fee (26 hrs @ \$65.00 per hr) \$1,690.00 2 LED Lights (\$90.00 each)..... \$180.00 1 Tail light flasher..... \$54.75 2 Fuse Blocks (\$26.26 each)..... \$52.52 2 75 amp Relays (\$28.90 each)..... ..\$57.80 	\$453,626.77

	1 Charge guard..... \$79.00 1 Shop Supplies and Freight\$351.75 SUB-TOTAL APD EQUIPMENT: \$37,451.77	
Vehicles : Fuel Cost	EPCSO: Approximate operational cost of 5 vehicles x 98.4 miles x 2 shifts x 6 days x 12 months = 70,827 approx. miles/yr. x .555/mi = \$45,494.00 EPPD: Vehicle use will depend on number of operations/surges throughout the year. However, the EPPD will make certain to stay within allotted budget of \$100,000 for year = \$38,997 HCPD: will use three units per operation at 50 miles per operation @ .555 x 22 days = approximately \$1,997.28 APD: No vehicle operational costs.	\$86,488.28
TOTAL		\$2,100,000

The County of El Paso, Texas waiver is allocated between Personnel/Benefits of \$1,559,884.95 or 74%, equipment of \$453,626.77 or 22%; and vehicle fuel costs of \$86,488.28 or 4% for the total award of \$2,100,000.00.