

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

CITY CLERK DEPT.

2012 MAY 29 PM 2:11

**DEPARTMENT:** POLICE

**AGENDA DATE:** June 12, 2012

**CONTACT PERSON NAME AND PHONE NUMBER:** Assistant Chief Robert Fiedner 564-7309

**DISTRICT(S) AFFECTED:** Citywide

**SUBJECT:**

To approve a resolution to authorize the Mayor to sign the Interlocal Agreement between the County of El Paso (COUNTY) and the City of El Paso (CITY) to submit a grant application to the Department of Justice – 2012 Edward Byrne Memorial Justice Assistance Grant (JAG), in the amount of \$237,364.00. The funds received under the JAG program will be allocated 50% to the COUNTY and 50% to the CITY.

**BACKGROUND / DISCUSSION:**

The EPPD is aware of the increased need and demands for services as well as the growing need to better equip its law enforcement officers. The EPPD will use JAG FY 2012 funds to purchase M4 vertical gun mounts/locks for the patrol vehicles that will have a holistic impact on the safety and security of El Paso residents.

**PRIOR COUNCIL ACTION:**

Yes, the Interlocal Agreement for the JAG 2011 was approved on t July 12, 2012.

**AMOUNT AND SOURCE OF FUNDING:**

Federal grant proceeds will fund these items.

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**BOARD / COMMISSION ACTION:**

N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



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

*Information copy to appropriate Deputy City Manager*

## RESOLUTION

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

That the Mayor be authorized to sign the Interlocal Agreement between the County and City of El Paso to submit a joint application to the Department of Justice – 2012 Edward Byrne Memorial Justice Assistance Grant (JAG), in the amount of \$237,364.00. The funds received under the JAG program will be allocated 50% to the COUNTY and 50% to the CITY. The City grant funds will be utilized to purchase 174 vertical gun mounts for M4 Rifles. 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 12<sup>th</sup> day of June 2012.

CITY OF EL PASO

\_\_\_\_\_  
John Cook  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Nathan L. Brown  
Assistant City Attorney

CITY CLERK DEPT.

2012 MAY 29 PM 2: 10

County of El Paso, Texas  
DUNN's #09-897-0403  
Application #2012-H2770-TX-DJ

**THE STATE OF TEXAS §**

**KNOW ALL BY THESE PRESENT**

**COUNTY OF EL PASO §**

**INTERLOCAL AGREEMENT BETWEEN  
THE COUNTY OF EL PASO, TEXAS and THE CITY OF EL PASO, TEXAS  
2012 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM**

This Interlocal Agreement is entered into by and between the County of El Paso, Texas, acting by and through its governing body, the Commissioners Court (hereinafter referred to as "COUNTY", and the City of El Paso, Texas, acting by and through its governing body, the City Council (hereinafter referred to as "CITY").

**WHEREAS**, the Interlocal Cooperation Act, Sec. 791.001, et seq., Texas Government Code, authorizes local governments to contract with one another to carry out their governmental functions; and

**WHEREAS**, the COUNTY and the CITY are local governments as defined in Texas Government Code, have the authority to enter into this Agreement, and have each entered into this Agreement by the action of its governing body in the appropriate manner prescribed by law; and

**WHEREAS**, the COUNTY and the CITY agree that it is more efficient, effective, and less costly to submit a joint application for and administer funding under the 2012 Edward Byrne Justice Assistance Grant (JAG) Program: Local Solicitation (hereinafter referred to "JAG Local Solicitation Program") for certain criminal justice activities, thereby serving the public; and

**WHEREAS**, the County of El Paso will be the lead participating agency for application and administration of funds for the JAG Local Solicitation Program; and

**WHEREAS**, the COUNTY and CITY believe it to be in their interest to allocate the JAG Local Solicitation Program funds in the manner described in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and of other good and valuable consideration, and intending to be bound hereby, the COUNTY and the CITY agree as follows:

**NOW THEREFORE**, the COUNTY and CITY agree as follows:

**Section 1.**

The CITY and COUNTY agree that the COUNTY will prepare and submit an application for funds under the JAG Program in the total amount of \$237,364.00 for the El Paso, Texas region. The parties agree that the submission of the application will be done after such is reviewed by the CITY.

The parties agree that the funds received under the JAG Local Solicitation Program will be allocated as follows:

- City of El Paso                      \$118,682.00
- County of El Paso                    \$118,682.00

The parties understand and warrant that this agreement is contingent upon receipt by the COUNTY of the funding described above. 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                      50%
- County of El Paso                    50%

In no event will the COUNTY provide any additional resources to the project beyond those specified under this Agreement.

**Section 2.**

The COUNTY agrees to use its share of the funds only for eligible costs under the JAG Local Solicitation Program for the Sheriff's Office and the District Attorney's Office, as more specifically set forth in Attachment 2.

The CITY agrees that it will use its share of the funds only for eligible costs under the JAG Local Solicitation Program for the El Paso Police Department, as more specifically set forth in Attachment 2.

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

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

In terms of equipment purchased with the JAG Local Solicitation Program funds, the parties agree that (a) the CITY list such equipment in the inventory of their own local government only and (b) the CITY shall report the status of said equipment to the COUNTY 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 COUNTY shall have the right to verify the inventory list of said equipment provided by the CITY on an annual basis and at a time that is mutually convenient for all parties.

**Section 3.**

This agreement shall become effective upon the award to and acceptance by the COUNTY of the JAG Local Solicitation 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.

**Section 4.**

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

**Section 5.**

The CITY shall maintain and make available for inspection, audit or reproduction by and authorized representative of El Paso County of the State of Texas, books, documents and other evident pertaining to the cost and expenses relating to the JAG Local Solicitation Program funds provided under this Agreement, (hereinafter called "Records").

The CITY 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 ends, the CITY must keep records and documents for not less than three years or until all litigation, claims or audit finds are resolved.

**Section 6.**

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.

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

**Section 7.**

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.

The COUNTY and the CITY 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.

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

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.

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

All agreements and covenants contained in the agreement are severable. Should any term or provision of the 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.

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 unfavorable to any party because of such party's involvement in the preparation of this Agreement.

(SIGNATURES FOLLOW ON THE NEXT PAGES)

CITY CLERK DEPT.  
2012 MAY 29 PM 2:10

County of El Paso, Texas  
DUNN's #09-897-0403  
Application #2012-H2770-TX-DJ

**COUNTY OF EL PASO**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Veronica Escobar  
County Judge

ATTEST: \_\_\_\_\_  
Delia Briones  
County Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Assistant County Attorney

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

**CITY OF EL PASO**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

John Cook  
Mayor

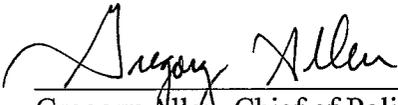
ATTEST: \_\_\_\_\_

Richarda Duffy Momsen  
Municipal Clerk

Approved as to form:

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Assistant City Attorney

  
\_\_\_\_\_  
Gregory Allen, Chief of Police  
El Paso Police Department  
City of El Paso, Texas

**ATTACHMENT III**

**BUDGET AND BUDGET NARRATIVE**

<b>I. EL PASO COUNTY SHERIFF'S OFFICE</b>				
<b>QTY</b>	<b>Item Description</b>	<b>Estimated Cost</b>	<b>Location</b>	<b>Justification</b>
90	In-A-Box, COP Electronic Citation, Portable Technology	\$78,944	Patrol Units	Expedite effective law enforcement measures.
5	In-A-Box, COP, Electronic Citation, Motorola MC75 (AT&T) Portable Technology	\$15,440	Patrol Units	Expedite effective law enforcement measures.
1	In-A-Box , COP, Project Management	\$5,265	Training Facility	Implement and manage e-citation system.
1	In-A-Box , COP, Officer Training	\$3,655	Training Facility	Implement properly the e-citation system.
1	In-A-Box, COP, Additional Training	\$3,510	Training Facility	Implement properly the e-citation system.
	<b>EPCSO - SUBTOTAL</b>	<b>\$106,814</b>		

<b>II. DISTRICT ATTORNEY'S OFFICE</b>				
<b>QTY</b>	<b>Item Description</b>	<b>Estimated Cost</b>	<b>Location</b>	<b>Justification</b>
5	Laptop Computers	\$8,630	DA Office	Execute paperless system.
5	Laptop Cases	\$512	DA Office	Execute paperless system.
5	27in Monitors	\$1,800	DA Office	Execute paperless system.
5	HDMI Cables	\$120	DA Office	Execute paperless system.
Misc.	General Office Supplies (Toner, Paper, Legal Pads, Pens, Post-its, Note Pads, etc.)	\$806	DA Office	General office supplies for Asst. District Attorneys' paperless system.
	<b>DA - SUBTOTAL</b>	<b>\$11,868</b>		

<b>III. CITY OF EL PASO POLICE DEPARTMENT</b>				
<b>QTY</b>	<b>Item Description</b>	<b>Estimated Cost</b>	<b>Location</b>	<b>Justification</b>
174	Blac-Rac Model 1080 Gunlock Mount Vertical On Partition	\$118,682	Patrol Units	Community security and safety precautions.
	<b>EPPD - SUBTOTAL</b>	<b>\$118,682</b>		