

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

**DEPARTMENT:** POLICE

**AGENDA DATE:** June 26, 2007

**CONTACT PERSON/PHONE:** ASSISTANT CHIEF PAUL CROSS / 564-7310  
Jorge Acosta / 564-7119

**DISTRICT(S) AFFECTED:** ALL

**SUBJECT:**

To approve a resolution to authorize the Mayor to sign the Interlocal Agreement between the County and the City of El Paso to submit a joint application to the Department of Justice – 2007 Edward Byrne Memorial Justice Assistance Grant (JAG), the amount of \$366,087.00. Our portion of the grant is \$183,044.00, for a four-year period. No cash match is required.

**BACKGROUND / DISCUSSION:**

The application of this grant is a joint venture between the City and the County. The allocation of funds will be distributed 50% to the City and 50% to the County. The City grant funds will be utilized to continue efforts in reducing crime through the implementation of an Upfront Identification System, which will serve as a major investigative tool. It will ensure that all arrestees with prior arrests are identified at the beginning of the arrest process. The system collects fingerprints images for use in identity verification and these prints run against records in the Automated Fingerprint Identification System (AFIS) to provide a quick identification of a person in question.

**PRIOR COUNCIL ACTION:**

Yes, the Interlocal Agreement for the JAG 2006 was approved on March 29<sup>th</sup> 2005.

**AMOUNT AND SOURCE OF FUNDING:**

Federal Grant Proceeds will fund this item.

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

**LEGAL:** (if required) \_\_\_\_\_

**FINANCE:** (if required) \_\_\_\_\_

**DEPARTMENT HEAD:** \_\_\_\_\_

*Atc O'Connell for Chief Wilson*

(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:** \_\_\_\_\_

CITY CLERK DEPT.  
07 JUN 20 PM 5:04

**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 the City of El Paso for the County to submit a grant application to the U.S Department of Justice for a four-year grant in the amount of \$366,087.00, for the 2007 Edward Byrne Memorial Justice Assistance Grant (JAG). The City portion will be used to continue efforts in reducing crime through the implementation of an Upfront Identification System, which will serve as a major investigative tool. It will ensure that all arrestees with prior arrests by the El Paso Police Department are identified at the beginning of the arrest process. The system collects fingerprint images for use in identity verification and these prints run against records in the Automated Fingerprint Identification System (AFIS) to provide a quick identification of a person in question; that the City Manager or her designee be authorized to sign any related paperwork, including all understandings and assurances contained therein, and accept, reject, alter, or terminate the resulting grant, authorize budget transfers and submit any necessary revisions to the operational plan. Grant is a joint venture between City and County, with a 50%-50% allocation of funds, City portion being \$183,044.00. No cash match is required.

ADOPTED this 26th day of June, 2007

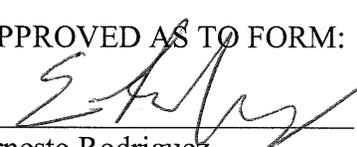
CITY OF EL PASO

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

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Ernesto Rodriguez  
Assistant City Attorney

CITY CLERK DEPT.  
07 JUN 20 PM 5:04

**THE STATE OF TEXAS )**

**COUNTY OF EL PASO )**

**INTERLOCAL AGREEMENT BETWEEN  
THE COUNTY OF EL PASO, TEXAS AND THE CITY OF EL PASO, TEXAS**

**2007 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this \_\_ day of \_\_\_\_\_, 2006, 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.

**WITNESSETH:**

**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 agree that is a more efficient, effective, and less costly to submit a joint application for and administer funding under the 2007 Byrne Justice Assistance Grant (JAG) Program for certain criminal justice activities, thereby serving the public; and

**WHEREAS** the COUNTY and the CITY, 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; and

**WHEREAS**, the County of El Paso Sheriff's Office will be the lead participating agency for application and administration of funds for the JAG program; and

**WHEREAS**, the COUNTY and CITY believe it to be in their interest to allocate the JAG 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 \$366,087.00, and the funds received will be allocated 50% to the COUNTY and 50% to the CITY. The COUNTY anticipates that the CITY will receive a total amount of \$183,044.00 of JAG funds based

upon the application; however, the parties understand and agree that if the total funding granted is less than the total amount anticipated, the amount allocated to each party shall be proportionately reduced and each party will receive 50%.

This Agreement is contingent upon receipt by the COUNTY of the funding described above. 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 program for the Sheriff's Office and the District Attorney's Office, as more specifically set forth in Attachment A. The CITY agrees that it will use its share of the funds only for eligible costs under the JAG program for the Police Department, as more specifically set forth in Attachment B. The parties agree that the expenditure of funds may be revised by each party so long as the costs are eligible under the JAG program and approved by the funding source without the need to further amend this agreement. The CITY agrees that 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.

**Section 3.**

This Agreement shall become effective upon the award to and acceptance by the COUNTY of the JAG 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 CITY'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 shall 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 an authorized representative of El Paso County or the state of Texas, books, documents and other evidence pertaining to the cost and expenses for 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 expires, the CITY must keep records and

documents for not less than three years or until all litigation, claims or audit findings 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 party. 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.

**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 this 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.

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

**COUNTY OF EL PASO**

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

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

Anthony Cobos  
County Judge

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

Delia Briones  
County Clerk

Approved as to form:

\_\_\_\_\_  
Bertha A. Ontiveros  
Assistant County Attorney

Approved as to content:

\_\_\_\_\_  
Chief of El Paso County Sheriff's Office  
Jimmy Apodaca

**CITY OF EL PASO**

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

By: \_\_\_\_\_  
John Cook  
Mayor

ATTEST: \_\_\_\_\_  
Richarda Momsen  
City Clerk

Approved as to form:

  
\_\_\_\_\_  
Ernesto Rodriguez  
Assistant City Attorney

Approved as to content:

*A/C Dramatic for*  
\_\_\_\_\_  
Richard Wiles  
Chief of Police

CITY CLERK DEPT.  
07 JUN 20 PM 5:04

**ATTACHMENT A**

<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>
4	<b>PATROL – AMBER ALERT</b> Fargo DTC 400 System @ \$4,620.00 each (Item CV-3324-400 Dual)	\$18,480.00	Community Services Section	Present system is approximately 3 yrs. old & outdated. Requests for AMBER cards have increased & current system must be faster thus allowing officers to print out more cards during community events.
4	BAC Secure Touch USB Fingerprint Reader @ \$208.75 each	\$835.00	Community Services Section	
4	Compaq F553 CL 512 Ram Laptop @ \$997.50 each	\$3,990.00	Community Services Section	
2	Computer Scanners with comprehensive installation and maintenance support @ \$3,000.00	\$6,000.00	Community Services Section	
1	Service Agreement Set-up, training and one year unlimited phone/on-sight technical support for printer and software. Includes Web Cam at no extra charge	\$1,958.00	Community Services Section	
4	CV-Imago Digital Camera @ \$750.00 each	\$3,000.00	Community Services Section	
7	SigLite Signature Pad @ \$263.00 each T-S460-HSB	\$1,841.00	Community Services Section	
4	Pelican Case with Foam Backing @ \$199.00 each Pel-1620B	\$796.00	Community Services Section	
4	Pelican Lid Organizer @ \$25.00 each Pel-1620	\$100.00	Community Services Section	
4	<b>PATROL - AED's</b> (Automated External Defibrillators) @ \$1,757.75 each Powerheart AED G3 Includes defibrillator, battery, pads, CD-ROM with AED manual, training video, Rescue	\$7,031.00	Patrol Vehicles	AED's for law enforcement can be a life-and-death emergency where seconds count and the AED must be reliable and simple to operate under stress.

	Link and MD Link, and communication cable.			
1	<b>PATROL - SMART Trailer</b> (Speed Monitoring Awareness Trailer) Two wheel that displays speed as a car approaches. SMART MODEL 1 and SMART Statistics Package.	\$14,705.00	Upper Valley or Lower Valley Sections of El Paso County1	The SMART trailer is set-up in different areas throughout our jurisdiction to inform drivers how fast they actually are traveling. It is a two wheel trailer that displays speed as a car approaches.
2	<b>PATROL - RADAR</b> Speedgun p/n 990556 @ \$1,500.00 each MPH Industries, Inc. (214) 334-7292	\$3,000.00	Mobile Radars	NEW MPH Models have outlived their expectancy.
1	<b>COMMUNITY SERVICE-LAPTOP</b> HP Compaq Business Notebook Nx6110- Intel Pentium M740, 15" display, 512 MB, 60GB hard drive, 56K modem, Windows XP Professional.	\$1,255.00	Variety of Requested Presentations	Presentations are prepared on PowerPoint and presented on site when a projector is provided by the hosting entity.
1	<b>TASKFORCE</b> Surveillance Van Upgrade: <b>Van Media Equipment</b> @ \$18,000.00	\$30,000.00	Mobile Surveillance Van	Media equipment and cooling system in surveillance van has become outdated and unserviceable.
1	<b>Cooling System</b> @ \$12,000.00			
3	<b>Computer Equipment:</b> (3) Laptops, software, (3) monitors (3) docking stations, (3) base mounts, (3) external key boards, (3) mouse pads, (3) speaker bars, (3) printers @ \$2,500.00 each	\$7,500.00	Confidential Taskforce Office	Laptops with updated software and input devices are necessary for prosecutorial efforts by the EPCSO and District Attorney's Office.
2	<b>Presentation Equipment:</b> Interactive White Boards @ \$2,000.00 each.	\$10,000.00	Confidential Taskforce Office	-Pinpoint specific items or suspects in a picture or map for raw media intelligence.
1	Scanner with automatic document feeder @ \$3,500 each.			-Scan store archived material that must be kept on file for three yrs. causing a storage space concern.
2	Cameras for overhead documentation for visual access \$1,250.00 each.			
	<b>EPCSO – SUBTOTAL</b>	<b>\$110,491.00</b>		

<b>II. EL PASO DISTRICT ATTORNEY'S OFFICE</b>				
<b>QTY</b>	<b>Item Description</b>	<b>Estimated Cost</b>	<b>Location</b>	<b>Justification</b>
4	Laptops @ \$1,800 each.	\$7,200.00	District Attorney's Office, Advocacy Center, and other Law Enforcement Offices.	Replacing and upgrading equipment. Laptops are shared by 80 attorneys in the DA's Office. Units will be used for co-location at Advocacy Center and other Law Enforcement Offices.
3	Graphic-capable PC's Gateway E6610D @ \$2,800 each.	\$8,400.00	Court Room and public service projects	Video editing capabilities for courtroom and public service projects.
1	Tablet PC at \$2,400 each.	\$2,400.00	Mobile laptop use.	Laptop use and office software training (One Note).
1	Digital Camera – Nikon D80 @ \$1,000.00 each.	\$1,000.00	District Attorney's Office	Enhanced resolution for Web Projects.
1	HP Wide & Large Printer with support and start-up supplies @ \$13,700.00.	\$13,700.00	District Attorney's Office	Replacing eight year old unit due to poor performance & ink consumption.
1	Video Camera @ \$4,900.00 each.	\$4,900.00	District Attorney's Office	Replacing and upgrading unit for filming testimony, depositions, and events.
1	Projector with support \$1,800.00 each	\$1,800.00	District Attorney's Office and for off-site presentations	CLE's, presentations, off-site presentations
1	Adobe Creative Suite 3 Master Collection @ \$2,500.00 each.	\$2,500.00	Courtroom Upgrades	Courtroom technology upgrade.
2	Multimedia Conference Room Equipment (monitors, PC units & peripherals) @ \$3,315.00 each.	\$6,630.00	Conference Room	Upgrade conference rooms with network & multi-media capabilities.
	Victim Assistance Outreach Program	\$24,022	District Attorney's Office	Continue Victim Notification Call-out Program
	<b>DA's - SUBTOTAL</b>	<b>\$72,552.00</b>		

**ATTACHMENT 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>
25	Quick Ticket Application @ \$475.00 each.	\$11,875.00	Regional Command Centers	The ID Devices will allow for “real time” identification & crime-solving services to both this department and the region.
25	Pocket ID Application @\$499.00 each.	\$12,475	Regional Command Centers	The device collects finger-prints for use in identity verification & these prints run against records in the AFIS to provide a quick identification of a person in question.
25	Pocket AFIS @ \$1,999.00 each.	\$49,975.00	Regional Command Centers	
2	SmartExport Application	\$15,000.00	Regional Command Centers	
25	Mobile Thermal Printer @ \$999.00 each.	\$24,975.00	Regional Command Centers	
25	BlueCheck FingerPrint Devices @ \$699.00	\$17,475.00	Regional Command Centers	
25	Three-year warranty on BlueCheck Printer	\$25,405.00	Regional Command Centers	
	<u>Deployment Costs:</u> Project Management \$4,521 Training & Support Materials \$3,056 Travel, lodging, meals, &misc. \$3,000 Shipping \$2,685	\$13,262.00		
10	Support/Maintenance: Case of paper @ \$99.00/case	\$990.00	Regional Command Centers	
1	Annual Maintenance Support	\$11,612.00	Regional Command Centers	
	<b>El Paso Police Dept. - SUBTOTAL</b>	<b>\$183,044.00</b>		