

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

DEPARTMENT: Police

AGENDA DATE: July 12, 2011

CONTACT PERSON NAME AND PHONE NUMBER: Assistant Chief Eric Shelton/ 564-7309
Luis Guerra / 564-7347

DISTRICT(S) AFFECTED:

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 – 2010 Edward Byrne Memorial Justice Assistance Grant (JAG), in the amount of \$272,871.00. 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 funds to purchase E-ticketing equipment, and fund the information interface customization of Tiburon/RMS records to I-leads records management system. The goal is to have police officers spend less time on administrative matters and more time on the field. The El Paso Police Department will use the allocation of an awarded JAG FY11 on initiatives which will have a holistic impact on the safety and security of El Paso residents.

PRIOR COUNCIL ACTION:

Yes, the Interlocal Agreement for the JAG 2010 was approved on August 21, 2010.

AMOUNT AND SOURCE OF FUNDING:

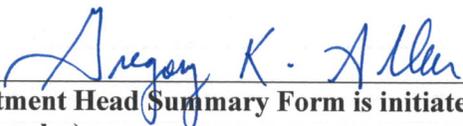
Federal grant proceeds will fund these items.

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

*****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 – 2011 Edward Byrne Memorial Justice Assistance Grant (JAG), in the amount of \$272,871.00. 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 a E-ticketing equipment, and fund the information interface customization of Tiburon/RMS records to I-leads records management system. 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 12th day of July 2011.

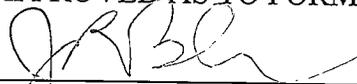
CITY OF EL PASO

John Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



John R. Batoon
Assistant City Attorney

CITY CLERK DEPT.
2011 JUL -7 PM 5:28

Allocation of funds received by the E.P.P.D. from the Byrne Justice Assistance Grant (JAG) Program Awards

Funding Year	EPPD Purpose/Use	EPPD Awarded Amount
JAG FY2006	JAG FY06 funds were used to purchase equipment plus a maintenance agreement associated with the Automated Fingerprint Identification System (AFIS).	\$262,587.00
JAG FY2007	JAG FY07 funds were used to purchase a Police Business Intelligence Software.	\$183,044.00
JAG FY2008	JAG FY08 funds were used to purchase hand-held radios that were fully compliant with current P25 standards.	\$50,037.00
JAG FY2009	JAG FY09 funds were utilized to equip police officers with additional protective covering (ballistic protection).	\$163,656.00
JAG FY 2010	JAG FY10 will be used to fund a "Blue Team" server, media centers installed at all Police Regional Commands, tracking devices, night vision equipment, and training.	\$157,789.00
	JAG funding thus far	\$653,457.00

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
2011 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 2011 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 \$272,871.00 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 \$136,435.00
- County of El Paso \$136,436.00

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)

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: _____

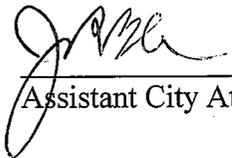
John Cook
Mayor

ATTEST: _____

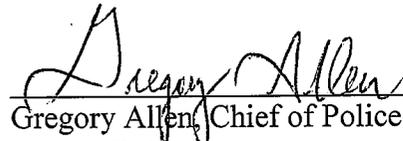
City Clerk

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 2

BUDGET AND BUDGET NARRATIVE

I. EL PASO COUNTY SHERIFF'S OFFICE				
QTY	Item Description	Estimated Cost	Location	Justification
1	FTE Grant Writer for EPCSO for 28 months @ \$3,540 per month = \$99,134	\$99,134	EPCSO HQ	Grant Writer to assist EPCSO to seek various sources of funding.
	FICA @7.65% = \$7,583.72	7,584		FICA actual cost at 7.65%
	Retirement @ 13.01% = \$12,897.33	12,897		Estimated cost for retirement at 13.01%
	Workman's Compensation Insurance @ .47% = \$465.93	466		Workman's Compensation Insurance at approximate cost of .47%
	Unemployment Insurance @ .38% = \$376.71	377		Unemployment Insurance at approximate cost .38%
	Life Insurance @ \$2.08/mo x 28 mo.= \$58.24	58		Life Insurance approximate cost per month of \$2.08.
	Health Insurance \$81.29/mo. x 28 months = \$2,276.12	2,276		Health Insurance-different options are offered.
	EPCSO - SUBTOTAL	\$122,792		

II. DISTRICT ATTORNEY'S OFFICE				
QTY	Item Description	Estimated Cost	Location	Justification
7	Laptop Computers	\$12,477	District Attorney's Office	Laptops are necessary to effectively utilize the paperless file system the DA's Office is developing. The DA's Office needs additional laptops to replace obsolete or broken laptops and to provide laptops to employees of the District Attorney's Office who do not have laptops.
7	Media keyboard and Mouse Combo	\$149	District Attorney's Office	Needed for use with the laptops.
7	Flat Panel Soundbar	\$187	District Attorney's Office	Needed for use with the laptops.
7	Carrying cases for Laptops	\$263	District Attorney's Office	Needed for protection of laptops when laptops are being transported for use by employees of the DA's Office outside of the office
various	Office Supplies such as toner, paper, legal pads, note paper, and general office supplies.	\$567	District Attorney's Office	Needed for general office functions.
	DA's - SUBTOTAL	\$13,643		

III. CITY OF EL PASO POLICE DEPARTMENT				
QTY	Item Description	Estimated Cost	Extension	Location
17	In-A-Box Electronic Citation Motorola MC75 Portable Technology	\$4,551.00	\$77,367	To be placed in EPPD Patrol vehicles.
2	In-A-Box Electronic Citation Motorola MC75 Support Batteries	\$1,244	\$2,489	For EPPD Patrol vehicles.
6	In-A-Box Electronic Citation Motorola MC75 4 Slot Cradle	\$511	\$3,066	For EPPD Patrol vehicles.
2	In-A-Box COP Project Management	\$1,756	\$3,513	Regional Command Centers.
1	Remote development informer interface customization and configuration of Tiburon RMS/CAD Data	\$50,0000	\$50,000	EPPD Headquarters.
	EPPD - SUBTOTAL		\$136,435.00	