

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

**DEPARTMENT:**      Police

**AGENDA DATE:**      July 21, 2009

**CONTACT PERSON/PHONE:**      Assistant Chief Eric Shelton / 564-7309  
George Acosta / 564-7119

**DISTRICT(S) AFFECTED:** ALL

**SUBJECT:**

To approve a resolution to authorize the Mayor to sign the Interlocal Agreement between the County of El Paso (COUNTY), the City of El Paso (CITY) and the City of Socorro (SOCORRO) to submit a grant application to the Department of Justice – 2009 Edward Byrne Memorial Justice Assistance Grant (JAG), in the amount of \$339,105.00. The funds received under the JAG program will be allocated 48.26% to the COUNTY, 48.26% to the CITY and 3.48% to SOCORRO.

**BACKGROUND / DISCUSSION:**

The City of El Paso will use the allocation of the awarded JAG FY09 to address officer safety. With the continued and escalating violence in the neighboring international city of Juarez, Mexico and the expected population increase resulting in the Base Realignment and Closure for Ft. Bliss Army Base; officer safety has become a paramount priority for the Department. For that reason, the EPPD will purchase ballistic protection with this allotment. The Department will ultimately equip EPPD police officers with additional protective covering; however, because of budgetary constraints, the EPPD must rely on different funding sources to achieve this.

**PRIOR COUNCIL ACTION:**

Yes, the Interlocal Agreement for the JAG 2008 was approved on October 7, 2008.

**AMOUNT AND SOURCE OF FUNDING:**

Federal grant proceeds will fund these items.

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\*\*\*\*\*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) Program: Local Solicitation, in the amount of \$339,105.00. The funds received under the JAG formula program will be allocated \$163,656.00, or 48.26% of the total to the El Paso County; \$11,793.00, or 3.48% of the total to the City of Socorro; and \$163,656.00, or 48.26% to the City of El Paso. The City grant funds will be used to the acquire law enforcement equipment that will enhance officer safety. 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 the 21st day of July, 2009.

CITY OF EL PASO

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer F. Callan, Asst. City Attorney



**Section 1.**

The COUNTY, CITY and SOCORRO agree that COUNTY will prepare and submit an application for funds under the JAG Local Solicitation Program in the total amount of \$339,105.00 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 and SOCORRO.

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

- City of El Paso                      \$163,656.00
- City of Socorro                      \$ 11,793.00
- County of El Paso                    \$163,656.00

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                      48.26%
- City of Socorro                      3.48%
- County of El Paso                    48.26%

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.

SOCORRO agrees that it will use its share of the funds only for eligible costs under the JAG Local Solicitation Program for the community of SOCORRO, 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 and SOCORRO agree 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 and SOCORRO list such equipment in the inventory of their own local government only and (b) the CITY and SOCORRO 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 and SOCORRO 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 parities 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 and SOCCORO 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 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 CITY and SOCORRO will be paid within 30 days of receipt by the COUNTY.

**Section 5.**

The CITY and SOCORRO 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 evidence pertaining to the cost and expenses relating to the JAG Local Solicitation Program funds provided under this Agreement, (hereinafter called "Records.")

The CITY 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 ends, the CITY and SOCORRO 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 rights 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, CITY and SOCORRO 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 amendment to this Agreement.

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.

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: \_\_\_\_\_  
Anthony Cobos  
County Judge

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

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Art Provenghi  
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  
City Attorney

\_\_\_\_\_  
Jaime Avalos  
Captain, Socorro Police Department

**BUDGET AND BUDGET NARRATIVE**  
**Attachment 2**

<b>I. EL PASO COUNTY SHERIFF'S OFFICE (EPCSO)</b>				
<b>QTY</b>	<b>Item Description</b>	<b>Estimated Cost</b>	<b>Location</b>	<b>Justification</b>
29	Computers, monitors, keyboards, mice, printers/scanners @ approximately \$1,000 x 28 + laptop @ \$1,500.	\$29,500.00	Jail Annex	To replace computers & access the Jail Information Management System (JIMS) from housing area. Officers will be aware of safety & security flags from info. stored regarding the inmate's history & thereby be able to act appropriately to promote inmate and staff safety.
33	Computers, monitors, keyboards, mice @ approximately \$1,000 x 32 + laptop @ \$1,500 + camcorder @ \$500	\$34,000.00	Downtown Jail	To replace computers & access the Jail Information Management System (JIMS) from housing area. Officers will be aware of safety & security flags from info. stored regarding the inmate's history & thereby be able to act appropriately to promote inmate and staff safety.
67	Fire Extinguishers 64 @ \$83.00 + 3 @ \$56.00 + 4 cabinets @ 38.00	\$5,632.00	Both Detention Facilities	To be in compliance with new fire extinguisher standard.
2 and 24 printers	Computers, monitors, keyboards, mice @ approximately \$1,000 x 2 + 34 laptops @ \$1,500 + 24 portable printers/scanners @ \$250.	\$59,184.00	Criminal Investigations Bureau	To replace outdated desktops and acquire laptops and portable printers/scanners for Detectives.
5 and 10 printers	Computers, monitors, keyboards, mice, printers/scanners @ approximately \$1,000 x 3 + 2 laptops @ \$1,500 + 10 portable printers/scanners @\$250.	\$8,500.00	Patrol	To replace outdated desktops and acquire laptops and portable printers/scanners for Patrol Units.
5	Laptops for Internal Affairs Detectives & Supervisors @\$1,500	\$7,500.00	Internal Affairs	Conduct statement interviews off-site.
1	Desktop for IA Secretary	\$1,000.00	Internal Affairs	Outdated computer system.
1	Heavy Duty Paper Shredder	\$400.00	Internal Affairs	Shred confidential reports and statements no longer required for documentation.
1	32" LCD TV	\$450.00	Internal Affairs	To review DVD's.
1	Digital Camcorder	\$500.00	Internal	To record interviews, shooting

County of El Paso, Texas  
DUNN's #09-897-0403  
Application #2009-G8718-TX-DJ

			Affairs	review investigations & surveillance as needed/required for IA.
1	GPS Tracker	\$450.00	Internal Affairs	Surveillance during the course of internal investigations.
1	Multi-function DVD Recorder	\$175.00	Internal Affairs	To review VHS tapes from patrol units. Patrol is transitioning from VHS to DVD recording. Copies of unit videos are provided to County Attorney. DVD recorder will be used to make copies & transfer to VHS/DVD as needed & required.
<b>EPCSO - SUBTOTAL</b>		<b>\$147,291.00</b>		

<b>II. EL PASO DISTRICT ATTORNEY'S OFFICE (DA's)</b>				
<b>QTY</b>	<b>Item Description</b>	<b>Estimated Cost</b>	<b>Extended Cost</b>	<b>Justification</b>
4	Laptop Computers	\$1,546.00	\$6,184.00	To provide mobile computer capability and allow prosecutors real-time access to data bases, case research, and presentation capabilities while in the office and in court.
2	Digital Cameras-8 megapixel digital camera (2 gigs memory)	\$300.00	\$600.00	Upgrade the technological capabilities for investigators assigned to collect evidence.
2	DVD Recorder/VCR Combo	\$200.00	\$400.00	To transfer video from outdated media formats to DVD for case preparation and courtroom presentation.
1	DVD Duplicator/Burner/320 GB Hard Drive	\$515.00	\$515.00	To facilitate large-volume reproduction of DVD media for case preparation and courtroom presentations.
	General office supplies-paper, toner, post-its, pens, file folders, notebooks, etc.	\$8,666.00	\$8,666.00	To meet operational demands for printing of crime scene photos and office-wide document production.
	<b>DA's - SUBTOTAL</b>		<b>\$16,365.00</b>	

<b>III. SOCORRO POLICE DEPARTMENT</b>				
<b>QTY</b>	<b>Item Description</b>	<b>Estimated Cost</b>	<b>Extended Costs</b>	<b>Justification</b>
5	Desktop Computers	\$800.00	\$4,000.00	To provide at-risk youth & the community with technology resources through Socorro Community Recreation Center.
1	Wi-Fi Wires/Router Cables	\$500.00	\$500.00	To provide at-risk youth & the community with technology resources through Socorro Community Recreation Center.
1	Cable/Internet/Phone Service 2 Year Contract	\$2,400.00	\$2,400.00	To provide at-risk youth & the community with technology resources through Socorro Community Recreation Center.
1	Epson Projector & Projector Screen	\$2,293.00	\$2,293.00	To provide at-risk youth & the community with technology resources through Socorro Community Recreation Center.
1	Internet Cabling/RCA Jacks @ \$600.00	\$600.00	\$600.00	To provide at-risk youth & the community with technology resources through Socorro Community Recreation Center.
1	Computer Educational Software Programs	\$1,000.00	\$1,000.00	To provide at-risk youth & the community with educational software programs through Socorro Community Recreation Center.
3	DVD Players	\$166.66	\$500.00	To provide at-risk youth & the community with technology resources through Socorro Community Recreation Center.
1	Physical Educational DVD Programs @ \$500.00	\$500.00	\$500.00	To provide at-risk youth & the community with physical educational programs through Socorro Community Recreation Center.
<b>SOCORRO POLICE DEPT.</b>		<b>SUBTOTAL</b>	<b>\$11,793.00</b>	

<b>IV. CITY OF EL PASO POLICE DEPARTMENT (EPPD)</b>				
<b>QTY</b>	<b>Item Description</b>	<b>Estimated Cost</b>	<b>Location</b>	<b>Justification</b>
204	Ballistic Protection Body Armor @ \$802.24 each for Police Officers.	\$163,656.00	For Various Officers	Officer Safety is a priority with the expected population increase from the expansion of Ft. Bliss Army Base and the escalated violence on the border. Therefore, additional ballistic protection covering for officers is requested.
<b>EPPD - SUBTOTAL</b>		<b>\$163,656.00</b>		