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

DEPARTMENT: **Police**

AGENDA DATE: **August 10, 2010**

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

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 $315, 578.00. 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. Media Centers at Regional Commands, tracking devices and night vision optics will provide the Department with the necessary technology for surveillance and investigation operations. Additionally, the Department will continue with its endeavor to remain administratively efficient. The goal is to have police officers spend less time on administrative matters and more time on the field. The EPPD further recognizes that it is of utmost importance to continue to manage grants properly. As such, the Department will use JAG funds for travel and training to grant-management seminars sponsored by the Bureau of Justice Assistance. The El Paso Police Department will use the allocation of an awarded JAG FY10 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 2009 was approved on July 21, 2009.

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: Gregory K. Allen

(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 – 2010 Edward Byrne Memorial Justice Assistance Grant (JAG), in the amount of $315,578.00. 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 "Blue Team" server, fund media centers at all Police Regional Commands, purchase tracking devices and night vision equipment and for travel and training. 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 10th day of August 2010.

CITY OF EL PASO

_____
John Cook
Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

_____
John R. Batoon
Assistant City Attorney

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 and THE CITY OF El PASO 2010 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

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

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

WHEREAS the COUNY 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 is more efficient, effective, and less costly to submit a joint application for and administer funding under the 2010 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 the CITY believe it to be in their best interest to allocate the JAG Local Solicitation Program funds in the manner described in this Agreement.

NOW, THERFORE, 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:

Section 1.

The COUNTY and the CITY agree that COUNTY will prepare and submit an application for funds under the JAG Local Solicitation Program in the total amount of $315,578.00 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 $157,789.00
- County of El Paso $157,789.00

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 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 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 evidence 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 rights under the applicable statures. 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 COUNY 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 parities 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 that 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:

_____
Assistant County Attorney

APPROVED AS TO CONTENT:

_____
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:

_____
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Greg Allen
Chief of Police

BUDGET AND BUDGET NARRATIVE
Attachment 2

I. EL PASO COUNTY SHERIFF'S OFFICE (EPCSO)				
QTY	**Item Description**	**Estimated Cost**	**Location**	**Justification**
1	Integrated CE C 30-Passenger Bus for inmate transportation	$115,500	Mobile Bus Unit	Our current 1980 buses are obsolete and some parts are no longer available to make repairs. Some of our current buses are already been taken out of service due to the cost of repairs exceeding the worth of the buses.
	Downtown Cameras Detention Facility Cameras	$26,510	Downtown Detention Facility	EPCSO Detention Facilities are not secured for a breach of security on the outer areas. In our Detention Facility many gangs and security threat groups assist DTO's in their illegal narcotics transactions. The jails provide invaluable intelligence on leadership structure and changes, gang objectives and targets, and intended violence both in and out of the detention facilities. This intelligence is generated through observation of inmate-to-inmate contact, assault analysis and analysis of inmate classification locations, correspondence, interviews, and other communication methods. This requires detention personnel who will analyze the data, conduct interviews with informants and others, peruse communication, and interpret findings via cameras.
	EPCSO - SUBTOTAL	**$142,010**		

II.	DISTRICT ATTORNEY		
QTY	**Item Description**	**Extended Cost**	**Justification**
60	Privacy Filter for laptops	$3,216	As the District Attorney's Office moves forward on its paperless file system project assistant district attorneys and District Attorney staff will be utilizing laptops in court and other public areas to access, files, cases, records, and notes. Utilizing a privacy filter on the laptop screen assists with the security of the information being viewed by District Attorney's Office personnel.
4	32 inch LCD LED HDTVs	$4,400	Needed audio visual technology in four of the 6 new conference rooms which were gained as a result of the renovation of the District Attorney's Office. None of the four rooms have such screens upon which to view video evidence from DVDs, information from the District Attorney Portal, and records from the Justice Information System (JIMS). These items are sized to fit the rooms so that people conferencing in the conference rooms may comfortably view what is on the screen together.
2	47 inch LCD LED HDTVs	$2,394	These two items would go in two of our larger conference rooms out of the six conference rooms gained in the renovation. These two rooms have no audio visual equipment. These items are needed to allow the viewing of video evidence from DVDs, information from the District Attorney Portal, and records from the Justice Information Management System (JIMS). These items are sized to fit the rooms so that people conferencing in the conference rooms may comfortably view what is on the screen together.

4	23 inch LCD LED HDTVs	$1,196	During the recent renovation of our office 4 defense attorney carrels were built to allow defense attorneys to review files pursuant to our open file policy. At present the space is utilized to look at paper files, but as the office moves to a paperless file system this technology is needed to view case, videos and audios. The carrels were built too allow such equipment to be connected in each carrel
4	Computers	$2,572	Computers needed at the attorney carrel area where our files are reviewed pursuant to our open file policy. At present there are no computers at this space. As we advance to our paperless file system computers in this space will be necessary for defense attorneys to access the defense attorney portion of the District Attorney Portal and view evidence.
8	**Speaker Phones**	**$736**	Speaker phones are needed in the six new conference rooms and two of the old conference rooms to allow contact with the conference participants in the room by our own staff and to allow a participant in the meeting to participate by phone when needed.
5	**VHS Players**	**$500**	Law enforcement agencies are still submitting videos on VHS format. The conference rooms need to be equipped for the viewing of evidence presented on VHS format.
4	**Headphones**	**$140**	Attorney carrel areas are side by side. In order to have four attorneys utilize the space to look at different cases involving audio evidence the use of headphones is necessary.
3	**TV Mount Kits for 32 inch TV**	**$625**	Equipment needed for mounting of the 32 inch LED LCD HDTV in three of the conference rooms.
	DA's - SUBTOTAL	**$15,779**	

III. CITY OF EL PASO POLICE DEPARTMENT (EPPD)				
QTY	**Item Description**	**Estimated Cost**	**Location**	**Justification**
1	The "Blue Team" server will allow the EPPD to enter, store and transmit electronic documents effortlessly.	$50,789.00	Throughout the EPPD	Once fully deployed, this system will increase efficiency in the EPPD. Officers will be able to spend less time on administrative matters and more time on the field.
8	Media Centers will be installed at all Police Regional Commands and at other strategic locations. These centers will give the officers the proper equipment to capture, review and/or disseminate electronic media for investigative purposes.	$32,000.00	Regional Commands and at strategic locations	This equipment will enhance the EPPD's investigative prowess. Officers will be able to quickly disseminate important information and immediately follow up on leads.
10	A tracking device is a computerized unit that officers can use by attaching to a suspect's vehicle and then monitor its movements.	$31,000.00	For use throughout EPPD and for specialized units.	This technology enhances an officer's ability to fight crime by using a global positioning system (GPS) to track a suspect's vehicle.
9	Night vision equipment enhances the ability of officers to identify, locate and apprehend criminals under darkness.	$36,000.00	For use throughout EPPD and for specialized units.	The majority of criminal activity occurs during the night hours. Night Vision technology also addresses officer safety since it allows the officer to determine if a suspect is armed or not.
N/A	Allows for staff to attend "Financial Management Training Seminars for Grant Recipients" offered by the Bureau of Justice Assistance. Number of attendees will depend on cost per attendee. Budget of $8,000 will be maximized.	$8,000.00	N/A	This training will ensure that the EPPD continues to manage grants properly. Latest trends, networking and best practices will enhance the EPPD's grant-management efficacy.
	EPPD - SUBTOTAL	**$157,789**		