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

DEPARTMENT: POLICE

AGENDA DATE: August 15, 2006
CONTACT PERSON/PHONE: ASSISTANT CHIEF PAUL CROSS / 564-7310

DISTRICT(S) AFFECTED: ALL

SUBJECT:
Approve a resolution to authorize the Mayor to sign an Interlocal Governmental Agreement between the City of El Paso and the County of El Paso / District Attorney, 34th Judicial District of the State of Texas, for services to the City and its Police Department relating to arrests and prosecution of cases in connection with the District Attorney's Information Management System and program from September 1, 2006 through August 31, 2007, in an amount not to exceed $200,000.00.

BACKGROUND / DISCUSSION:
The purpose of this agreement is to establish a formal, binding relationship between the City and the County, in the utilization of the District Attorney's Information Management System (DIMS). The Police Department will have access to qualified attorneys and clerical staff in the operation of a 24-hour screening unit in conjunction with DIMS, allowing the Police Department to submit criminal cases for screening and filing in the State courts system within hours of an offense. This relationship increases the effectiveness of the department resources to reduce time spent processing those taken into custody.

PRIOR COUNCIL ACTION:
This is a recurring interlocal agreement. The previous agreement was approved on October 10, 2005.

AMOUNT AND SOURCE OF FUNDING:
This item will be funded through General Funds, account #21010050-01101-502217.

BOARD / COMMISSION ACTION:
N/A

********************REQUIRED AUTHORIZATION*********************

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: A/C _____

(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 an Interlocal Government Agreement between the City of El Paso and the County of El Paso/District Attorney, 34th Judicial District of the State of Texas, for services to the City and its Police Department relating to arrests and prosecution of cases in connection with the District Attorney's Information Management System and program from September 1, 2006 through August 31, 2007, in an amount not to exceed $200,000.00.

ADOPTED this 15th day of August, 2006

CITY OF EL PASO

_____
John F. Cook
Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

_____
Ernesto Rodriguez
Assistant City Attorney

#24078\Reso DIMS Contract FY06-07

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL GOVERNMENTAL AGREEMENT

This Agreement is entered into by and between the City of El Paso, a municipal corporation situated in El Paso County, Texas, hereinafter called "City," and the County of El Paso, Texas, hereinafter called "County," pursuant to the Interlocal Cooperation Act, Art. 791.001, et seq., Texas Gov't Code.

WITNESSETH

WHEREAS, the District Attorney of the 34th Judicial District, hereinafter referred to as "District Attorney" has created the District Attorney's Information Management System (DIMS), allowing the prosecutor to screen cases presented by law enforcement and make a charging decision within hours of a person's arrest, instead of weeks or months after an arrest;

WHEREAS, DIMS allows an arresting law enforcement agency to submit criminal cases for screening and filing in the State courts' system within hours of an offense;

WHEREAS, the operation of DIMS serves to increase the efficiency and effectiveness of local governments in their respective functions in the criminal justice system;

WHEREAS, the operation of DIMS increases the effectiveness of law enforcement in the City, saves the City money, and improves community relations; and

WHEREAS, the County of El Paso is mandated to fund the operation of the District Attorney's Office, to include the salaries of the assistant district attorneys, pursuant to Texas Gov't Code § 43.120.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **PURPOSE**. The purpose of this agreement is to establish a formal, binding relationship between the City and the County, with cooperation by the District Attorney's Office, regarding the attorney and clerical staffing component of DIMS. DIMS substantially affects the procedures utilized by the El Paso Police Department in connection with making arrests for criminal offenses classified as Class B Misdemeanors and higher. The District Attorney shall provide such duly qualified attorneys and clerical staff to operate a 24-hour screening unit accessible to the El Paso Police Department in conjunction with DIMS.

2. **TERMS**. This Agreement shall be in effect from September 1, 2006 through August 31, 2007, unless terminated or amended pursuant to the terms of this Agreement.

3. **SERVICES**. The District Attorney shall make attorneys and support staff from its office actively available to staff DIMS and provide real-time screening services on a 24-hour daily basis, to include – and go beyond – regular business hours of operation, with the enumeration of shifts set forth in Exhibit A attached to this Agreement. Attorney and clerical services will be provided at the rates set out for Attorney Funding and Clerical Funding on Exhibit B attached to this Agreement. The District Attorney's real-time 24-hour screening services will be provided during regular business hours and on the calendar schedule that is attached hereto as Exhibit C, or until funding under this Agreement, or amendment to same, is depleted.

The District Attorney shall be the County contact for all operational matters of DIMS.

4. **CONSIDERATION**. As consideration for this Agreement, and except as provided below, the City shall make payment to the County in a total amount not to exceed TWO HUNDRED THOUSAND DOLLARS ($200,000) in the manner set forth below.

The County shall fund DIMS services as set out in Exhibit D attached to this Agreement, at no less than a cumulative rate of one twelfth of $389,421 per month (or $32,452 per month), for the months, or portions thereof, that DIMS is in operation under this Agreement, and only as long as the City is paying its proportionate share of expenses for the DIMS services, as set out in this Agreement; nothing in this agreement shall restrict the District Attorney from providing services at a greater amount or greater corresponding rate.

The City shall provide funding for DIMS Services as set out in Exhibit D attached to this Agreement, in an amount not to exceed $200,000, at no more than at a cumulative rate that averages to one twelfth of $200,000 per month (or $16,667 per month), for the months that services are being provided to the City under this Agreement, and only as long as the County is paying its proportionate share of expenses for the DIMS services, as set out in this Agreement, and only for such time until the City has expended the sum of $200,000. The City shall pay only for actual DIMS services utilized by the City, and costs incurred, under this Agreement.

Nothing in this Agreement prohibits the District Attorney from providing DIMS services to other law enforcement agencies within the 34th Judicial District, provided however, that in such case the total annual value of such services shall not exceed the amount of $389,421. The parties specifically agree that absent an amendment to this

Agreement indicating otherwise, neither party is obligated to provide services or fund services under this Agreement, once either party has depleted its funding obligation under this Agreement.

The County shall bill for DIMS services in accordance with this Agreement until such time that the City has expended the total amount of its consideration under this Agreement, by submitting a bill for services to the City by sending such bill to the attention of the Director of Administrative Services for the Police Department, 911 N. Raynor St.

The County shall submit bills, on a monthly basis to the City to the attention of the Director of Administrative Services of the Police Department, 911 N. Raynor St., for services actually utilized by the City during the preceding month until such time as the City has expended the total amount of its consideration under this Agreement. The City shall pay each bill received in full within 10 days of the receipt of the bill, unless the City contests a bill or unless the City has already expended the total amount of its consideration under this Agreement. In the event that the City is billed for an amount that, when added to previous payments made by the City, results in a cumulative total that exceeds the City's total consideration obligation under this Agreement, the City shall not be obligated to pay the bill in full, but shall only pay such portion of the bill that, when added to the City's previous payments, equals the City's total consideration obligation under this agreement. Billing records and records of services rendered shall be made available for inspection upon written request by the City. Such requests shall be addressed to: Office of the County Auditor, County of El Paso, Attention Edward Dion, County Auditor.

The City may contest a bill within five working days of the receipt of the bill by sending written notice to the County Auditor. In the event that a bill is contested, the County Auditor, with the District Attorney, and the Chief of Police, or their representatives, shall meet within five working days. If necessary, the bill shall be adjusted to reflect proper billing of the City under this Agreement. The City shall have an additional 10 days to pay such revised billing. The refusal of the City to pay any bill or portion of a bill once the City has expended the full amount of its consideration under this Agreement shall not constitute a contest of a bill. This provision does not affect any legal rights or remedies that are otherwise available to the City or the County regarding the enforcement of the provisions of this Agreement.

5. **EQUIPMENT**. The City shall also provide an office area and telephones which may be used by the District Attorney's Office in conjunction with DIMS. The City, through the Chief of Police, may permit the District Attorney and his assistants to have access to the Police Department RMS computer system for use only in connection with providing screening assistance to El Paso Police officers in conjunction with DIMS. The Chief of Police, at his sole discretion, may at any time and without advance notice, limit, suspend or terminate the authorization of the District Attorney or any Assistant District Attorney or employee or agent of the District Attorney to access the RMS computer system. Nothing in this Agreement will enhance or decrease the District Attorney's access to the Police Department's RMS computer system for purposes other than providing screening assistance to El Paso Police officers in conjunction with DIMS.

6. **RELATIONSHIP**. Nothing herein contained shall be construed as creating the relationship of employer and employee between the parties. Further, nothing contained shall be construed as creating an attorney-client relationship between the Office of the District Attorney and the El Paso Police Department or the City of El Paso. This agreement contemplates that both the Office of the District Attorney and the El Paso Police Department will perform duties legally authorized and/or mandated by law or statute. Nothing herein shall be interpreted as altering the statutorily assigned duties of either the El Paso Police Department and the Office of the District Attorney.

7. **AMENDMENTS**. This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

8. **LEGAL CONSTRUCTION**. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

9. **TERMINATION**. This Agreement may be terminated by either party upon a showing of good cause or upon the expenditure of all funds required to be expended by either party under this Agreement by giving of 14 days written notice to the other party.

Written notices under this section shall be sent to the following:

City: Mayor
#2 Civic Center Plaza
El Paso, TX 79901-1196

Copy to: Chief of Police
911 N. Raynor St.
El Paso, TX 79903

District Attorney: Jaime Esparza
2nd Floor, Courthouse, Ste 201
500 E. San Antonio St.
El Paso, TX 79901

County: County Judge Dolores Briones
3rd Floor, Courthouse, Ste. 301
500 E. San Antonio St.
El Paso, TX 79901

10. **ENTIRE AGREEMENT**. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding.

Dated this 15th day of August, 2006.

THE CITY OF EL PASO

_____
John Cook
Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

_____
Ernesto Rodriguez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Richard D. Wiles
Chief of Police

Dated this _____ day of _____, 2006.

COUNTY OF EL PASO

_____
Dolores Briones
County Judge

ATTEST:

_____
Waldo Alarcon
County Clerk

APPROVED AS TO FORM:

_____
Holly C. Lytle
Assistant County Attorney

APPROVED AS TO CONTENT:

_____
Jaime Esparza
District Attorney, 34th Judicial District

EXHIBIT A

DISTRICT ATTORNEY INFORMATION MANAGEMENT SYSTEM (D.I.M.S.)

(FY2007: September 1, 2006 to August 31, 2007)

STAFFING SCHEDULE

Attorney staffing consists of 21 to 23 shifts for the average work week, and supplemental shift scheduling for select periods (holidays and/or special operations). The District Attorney guarantees staffing by one attorney/prosecutor at all times.

The enumeration of shifts for the typical non-holiday operational DIMS week is as follows:

	MON	*TUE*	*WED*	*THU*	*FRI*	*SAT*	*SUN*
A-shift (Midnight - 8 a.m.)	#1	#4	#7	#10	#13	#16	#19
B-shift (8 a.m. - 4 p.m.)	#2	#5	#8	#11	#14	#17	#20
C-shift (4 p.m. - midnight)	#3	#6	#9	#12	#15	#18	#21
D-shift ("Baker") (E.g., 8 p.m. - 4 a.m. or 10 p.m. – 6 a.m.)						#22	#23

Attorney staffing may be enhanced, in conjunction with law enforcement needs, to cover anticipated heavy DIMS volume because of holidays, peak crime periods, or because of special law enforcement operations. Staffing schedules may be amended for efficiency or economy. Shifts #22 and #23 may overlap primary shifts for busier nights.

Clerical staffing consists of 21 shifts for the average work week, which correspond with the attorney shifts ##1-21, as enumerated above. On rare occasions, clerical staffing is enhanced, to cover anticipated heavy DIMS volume. Premium wage for winter holiday scheduling is incorporated into the budget, for a total amount not to exceed five hundred dollars. Staffing schedules may be amended for efficiency or economy. Clerical shifts may be optional due to unanticipated absence of assigned personnel.

EXHIBIT B

DISTRICT ATTORNEY INFORMATION MANAGEMENT SYSTEM (D.I.M.S.), STAFFING RATES
Fiscal Year 2007
(FY2007: September 1, 2006 to August 31, 2007)

The total program staffing cost for FY2007 is as set out in EXHIBIT D. The program funding is for its Attorney Component, and its Secretarial/Clerical component.

Attorney Rates and Funding. Attorney participation in DIMS is voluntary. Funding is calculated as salary and corresponding benefits for shifts outside of regular office hours. The District Attorney pays regular salary rates for Attorney DIMS shifts that are within regular business hours. The District Attorney pays two flat rates for Attorney DIMS shifts that are outside of regular business hours: $345 (salary) per shift, for the busier shifts; and $310 (salary) per shift, for the lighter shifts. Shifts are slightly shorter for premium holidays (e.g., Christmas and New Year's Eve).

Clerical Rates and Funding. Clerical funding is calculated as salary and corresponding benefits. Rates vary according to El Paso County salary schedules for clerks and secretaries. Overtime rates are paid for work performed outside of regular business hours, as necessary to insure staffing by qualified personnel. For Christmas and New Years, no more than eighteen clerical hours are paid to reduce regular shift times, for eleven scheduled shifts.

EXHIBIT C

2006 - 2007
DIMS
SCHEDULE

WEEK	MONTH	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	*Holiday*
1	SEP '06					1	2	3	
2		4	5	6	7	8	9	10	*Labor Day*
3		11	12	13	14	15	16	17	
4		18	19	20	21	22	23	24	
5	OCT '06	25	26	27	28	29	30	1	
6		2	3	4	5	6	7	8	
7		9	10	11	12	13	14	15	
8		16	17	18	19	20	21	22	
9		23	24	25	26	27	28	29	
10	NOV '06	30	31	1	2	3	4	5	*Halloween*
11		6	7	8	9	10	11	12	*Veterans (11th)*
12		13	14	15	16	17	18	19	
13		20	21	22	23	24	25	26	*Thanksgiving (2)*
14	DEC '06	27	28	29	30	1	2	3	
15		4	5	6	7	8	9	10	
16		11	12	13	14	15	16	17	
17		18	19	20	21	22	23	24	*Christmas +*
18		25	26	27	28	29	30	31	
19	JAN '07	1	2	3	4	5	6	7	*New Year +*
20		8	9	10	11	12	13	14	
21		15	16	17	18	19	20	21	*M.L. King Day*
22		22	23	24	25	26	27	28	
23	FEB '07	29	30	31	1	2	3	4	
24		5	6	7	8	9	10	11	
25		12	13	14	15	16	17	18	
26		19	20	21	22	23	24	25	*President's Day*
27	MAR '07	26	27	28	1	2	3	4	
28		5	6	7	8	9	10	11	
29		12	13	14	15	16	17	18	
30		19	20	21	22	23	24	25	
31	APR '07	26	27	28	29	30	31	1	Cesar Chavez (3/31)
32		2	3	4	5	6	7	8	
33		9	10	11	12	13	14	15	
34		16	17	18	19	20	21	22	
35	MAY '07	23	24	25	26	27	28	29	
36		30	1	2	3	4	5	6	
37		7	8	9	10	11	12	13	
38		14	15	16	17	18	19	20	
39		21	22	23	24	25	26	27	*Memorial Day*
40	JUN '07	28	29	30	31	1	2	3	
41		4	5	6	7	8	9	10	
42		11	12	13	14	15	16	17	
43		18	19	20	21	22	23	24	*Juneteenth*
44	JUL '07	25	26	27	28	29	30	1	
45		2	3	4	5	6	7	8	*Independence*
46		9	10	11	12	13	14	15	
47		16	17	18	19	20	21	22	
48		23	24	25	26	27	28	29	
49	AUG '07	30	31	1	2	3	4	5	
50		6	7	8	9	10	11	12	
51		13	14	15	16	17	18	19	
52		20	21	22	23	24	25	26	
53		27	28	29	30	31			

EXHIBIT D

ITEM	COST	FUNDING * * * * * * * * *		TOTAL	
FY-2006 DIMS STAFFING COMPONENT, PROJECTED BUDGET		El Paso County Funding / (D.A.)	City of El Paso / (EPPD)		FY2007 (2006-07) DIMS FUNDING
Attorney shifts covering regular office hours	*66,519*	66,519	0	66,519	
Attorney shifts	*372,552*	172,552	200,000	372,552	
Clerical/secretarial shifts covering non-regular office hours (weekday) - DIMS Clerk	*123,102*	123,102	0	123,102	
Clerical/secretarial shifts covering regular office hours	*27,248*	27,248	0	27,248	
TOTAL STAFFING COST:	*$589,421*				
	FUNDING:	389,421	200,000	589,421	
		66.1%	33.9%	*TOTAL COST* 100%	