

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

**DEPARTMENT:** Police

**AGENDA DATE:** October 7, 2008 \*\*\***PLEASE FAST TRACK**\*\*\*

**CONTACT PERSON/PHONE:** Assistant Chief Tom Whitten / 564-7304  
George Acosta, Senior Grant Planner / 564-7119

**DISTRICT(S) AFFECTED:** ALL

**SUBJECT:**

To approve a resolution to authorize the Mayor to sign an amended Interlocal Agreement between the County and the City of El Paso to submit a joint application to the Department of Justice – 2008 Edward Byrne Memorial Justice Assistance Grant (JAG), in the amount of \$100,073.00. The funds received under the JAG program will be allocated 50% to the COUNTY and 50% to the CITY. The Interlocal Agreement was amended because the County of El Paso requested changes to the language.

**BACKGROUND / DISCUSSION:**

The application of this grant is a joint venture between the City and the County and the allocation of funds will be distributed 50% to the COUNTY and 50% to the CITY. The City grant funds will be utilized to continue updating its radio system to P25 compliance and in the process transition from an analog system to a digital one. P 25 are standards for digital radio communications for use by federal, state/province and local public safety agencies that enables them to communicate with other agencies and mutual aid response teams in emergencies.

**PRIOR COUNCIL ACTION:**

Yes, the Interlocal Agreement for the JAG 2008 was first approved on July 29, 2008. The Interlocal Agreement was amended because the County of El Paso requested changes to the language.

**AMOUNT AND SOURCE OF FUNDING:**

Federal grant proceeds will fund this item.

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

CITY CLERK DEPT. RESOLUTION

09 SEP 28 PM 1:10  
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 – 2008 Edward Byrne Memorial Justice Assistance Grant (JAG), in the amount of \$100,073.00. 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 continue updating its radio system to P25 compliance and in the process transition from an analog system to a digital one. P 25 are standards for digital radio communications for use by federal, state/province and local public safety agencies that enables them to communicate with other agencies and mutual aid response teams in emergencies. 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 7<sup>th</sup> day of October 2008.

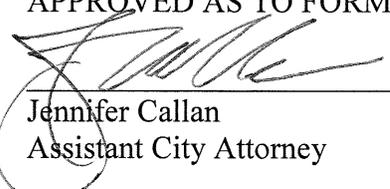
CITY OF EL PASO

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

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jennifer Callan  
Assistant City Attorney

**THE STATE OF TEXAS § INTERLOCAL GOVERNMENTAL AGREEMENT**  
**§ FOR THE 2008 BYRNE JUSTICE ASSISTANCE**  
**COUNTY OF EL PASO § GRANT (JAG) PROGRAM AWARD**

This Interlocal Governmental 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, 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 and the CITY agree that is a more efficient, effective, and less costly to submit a joint application for and administer funding under the 2008 Byrne Justice Assistance Grant (JAG) Program for certain criminal justice activities, thereby serving the public; 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:

**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 \$100,073.00. 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 Program will be allocated 50% to the COUNTY and 50% to the CITY.

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.

In terms of equipment purchased with the JAG funds, the parties agree that (a) the CITY shall list such equipment in their inventory 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 COUNTY understands and agrees that it shall not list the equipment purchased by the CITY with JAG funds in its inventory. 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 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 relating to the JAG 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 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.

Each party reserves, and does not waive, its respective rights of immunity and similar rights and do not waive its rights under the applicable statutes. No provision of this Agreement that imposes an obligation or restriction on either party not permitted by applicable law shall be enforceable.

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.

County of El Paso, Texas  
DUNN's #09-897-0403  
Application #2008-F5333-TX-DJ

**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:

\_\_\_\_\_  
Josie Brostrom  
Assistant County Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Jimmy Apodaca  
Sheriff, El Paso County, Texas

**CITY OF EL PASO**

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer F. Callan  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Greg Allen  
Chief of Police

**ATTACHMENT A**

**BUDGET AND BUDGET NARRATIVE  
Attachment 2**

<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>
2	PTP 58400 30 Mbps Complete Link @ \$7,200.00 each.	\$14,400.00	1. Vinton Station  2. Taskforce Operation Center	1. Vinton Patrol Station will utilize a 30 Mbps wireless point-to-point as the main communication capability expanding its current bandwidth from 3 MBPS aggregated T1s to a 30 MBPS wireless backbone.  2. Point-to-point bridge at our joint drug operations is located where both EPCSO and DA's Office work collaboratively to disrupt & prosecute illicit narcotics trafficking.
	Installation	\$2,100.00		
1	PTP 54600 300MBPS Complete Link	\$20,000.00	EPCSO Headquarter s and the tower on the Franklin Mountains.	EPCSO Headquarters will utilize a 300 Mbps wireless point-to-point bridge to the Franklin Mountains as a redundant data communications link.
	Installation	\$3,536.00		
	<b>EPCSO - SUBTOTAL</b>	<b>\$40,036.00</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>
14,000	Brochures in English & Spanish to provide victims of crime with resource information & instructions regarding Victims Rights.	\$10,000.00	The brochures are distributed throughout the community, including through public victim outreach exhibits and presentations.	DA produces brochure program effectively & enhances victim programs of other departments & non-profits by providing targeted information that complements the DA's obligations & services related to prosecution of crimes.
	<b>DA's-SUBTOTAL</b>	<b>\$10,000.00</b>		

**ATTACHMENT B**

<b>III. 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>
22	Hand-Held Radios for Officers @ \$2,201.46 ea. + shipping	\$50,037.00	Mobile Radios for Each Officer	Hand-Held Radios, P25 Compliant, functional in both digital and analog channels.
	<b>EPPD - SUBTOTAL</b>	<b>\$50,037.00</b>		