

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

CITY CLERK DEPT.
2017 JAN -3 PM 3:32

DEPARTMENT: Police
AGENDA DATE: January 10, 2017
CONTACT PERSON/PHONE: Assistant Chief Michelle Gardner, 212-4301

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: NO. 2: Set the Standard for a Safe and Secure City

SUBJECT:

That the City Manager or designee be authorized to sign the Interlocal Agreement between the City of El Paso, Texas; County of El Paso, Texas; Town of Anthony, Texas; Town of Horizon City, Texas; and the City of Socorro, Texas for the submittal of a joint grant application to the U.S. Department of Homeland Security-Operation Stonegarden 2016, in the total amount of \$1,800,000.00. The amount of \$1,111,259.00 for the City of El Paso covers overtime wages, benefits, and fuel used for law enforcement operations along routes of ingress and egress leading to and from the U.S. Mexico Border and other locations around the City in order to reduce crime in the border community and to ultimately improve the quality of life for the El Paso community.

That the City Manager or designee be authorized to sign any grant related paperwork, including all understanding and assurances contained therein , and accept, reject, alter or terminate the resulting grant, authorize budget transfers, and submit necessary revisions to the operational plan. In the event of loss or misuse of grant funds, the governing body will return all funds to the Homeland Security Grant Division.

BACKGROUND / DISCUSSION:

The City has received Stonegarden grant funding since 2009. Funding is used for intelligence gathering, interdiction and anti-terrorism operations.

SELECTION SUMMARY:

N/A

PROTEST

N/A

☐ No protest received for this requirement.

☐ Protest received.

COUNCIL REPRESENTATIVE BRIEFING:

Was a briefing provided? ☐ Yes or ☒ No Routine
If yes, select the applicable districts.

- ☐ District 1
- ☐ District 2
- ☐ District 3
- ☐ District 4

- ☐ District 5
- ☐ District 6
- ☐ District 7
- ☐ District 8
- ☐ All Districts

CITY CLERK DEPT.
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PRIOR COUNCIL ACTION:

City Council approved related items on September 29, 2016.

AMOUNT AND SOURCE OF FUNDING:

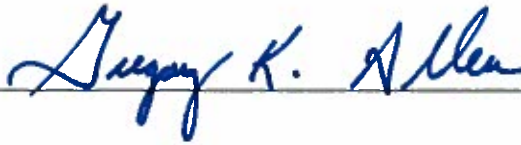
N/A

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. That the City Manager or designee be authorized to sign the Interlocal Agreement between the City of El Paso, Texas; County of El Paso, Texas; Town of Anthony, Texas; Town of Horizon City, Texas; and the City of Socorro, Texas for the submittal of a joint grant application to the U.S. Department of Homeland Security-Operation Stonegarden 2016, in the total amount of \$1,800,000.00. The amount of \$1,111,259.00 for the City of El Paso covers overtime wages, benefits, and fuel used for law enforcement operations along routes of ingress and egress leading to and from the U.S. Mexico Border and other locations around the City in order to reduce crime in the border community and to ultimately improve the quality of life for the El Paso community.
2. That the City Manager or designee be authorized to sign any grant related paperwork, including all understanding and assurances contained therein, and accept, reject, alter or terminate the resulting grant, authorize budget transfers, and submit necessary revisions to the operational plan.
3. That the acceptance of the grant award is in the public interest and will not be used to offset or decrease total salaries, expenses and allowances that the City receives or provides to its Police Department at or after the time the grant is awarded.
4. No cash match or in-kind match is required for this grant.
5. That in the event of loss or misuse of grant funds, the governing body will return all funds to the Homeland Security Grant Division.

CITY CLERK DEPT.

2017 JAN -3 PM 3:32

APROVED AND ADOPTED this 10th day of January, 2017.

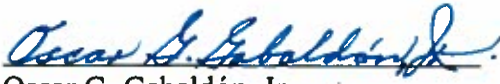
CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

Richarda Duffy Momsen
Municipal Clerk

APPROVED AS TO FORM:


Oscar G. Gabaldón, Jr.
Assistant City Attorney

APPROVED AS TO CONTENT:


Gregory K. Allen
Chief of Police

State of Texas
County of El Paso

INTERLOCAL AGREEMENT
Operation Stonegarden FY 2016

This Interlocal Agreement ("Agreement") is entered into on 12/5, 2016, by and between the County of El Paso, Texas, hereinafter "County," the City of El Paso, Texas, hereinafter "City," the City of Anthony, Texas, hereinafter "Anthony," the Town of Horizon City, hereinafter "Horizon," and the City of Socorro, hereinafter "Socorro." The County is acting on behalf of the El Paso County Sheriff's Office; the City is acting on behalf of the El Paso Police Department; Anthony is acting on behalf of the Anthony Police Department; Horizon is acting on behalf of the Horizon Police Department; and Socorro is acting on behalf of the Socorro Police Department.

WITNESSETH:

Whereas, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness;

Whereas, Operation Stonegarden FY 2016 ("OPSG") is funded by the Department of Homeland Security ("DHS") and led by the Customs and Border Protection (CBP) Border Patrol, to support overtime, equipment, fuel costs, and/or mileage reimbursement for operational purposes to state, local, and tribal agencies to enhance border security, cooperation, and coordination between federal, state, and local law enforcement agencies in a joint mission to secure the U.S. borders along routes of ingress and egress leading to and from the U.S./Mexico border;

Whereas, each party is required to separately submit its grant reimbursements to the Office of the Governor and individually handle its own obligations and responsibilities under the OPSG Grant. The County acts as lead participating agency (acting for itself and all agency parties) only for submission of the joint Operations Order to CBP Border Patrol;

Whereas, the County on behalf of El Paso County Sheriff's Office ("EPCSO"), the City on behalf of El Paso Police Department ("EPPD"), Anthony, Texas on behalf of the Anthony Police Department ("APD"), Horizon on behalf of the Horizon City Police Department ("HPD") and Socorro on behalf of the Socorro Police Department ("SPD") have each agreed to separately submit their own reimbursements for the OPSG Grant to enhance their capability to detect, prevent, and deter crime such as auto theft, burglary, smuggling of contraband/money/aliens/weapons, money laundering, and drug/human trafficking. The parties have also agreed to have the County submit a joint Operations Order to CBP Border Patrol on behalf of all parties;

Whereas, the Office of the Governor specifically provided only the City and the County with unique identifiers for use of the e-grant reporting system. Beginning this 2016 OPSG Grant Award, the County, acting on behalf of all agencies who are parties herein with the exception of the City, is required to submit via the Federal e-grants system MAX.GOV each agency's daily, monthly, and quarterly reports and success stories. The City is required to directly submit its own daily, monthly, and quarterly reports and success stories via the Federal e-grants system MAX.GOV. However, each party is required to separately submit their own semi-annual reports directly to the Office of the Governor;

Whereas, the County on behalf of El Paso County Sheriff's Office ("EPCSO"), Anthony, Texas on behalf of the Anthony Police Department ("APD"), Horizon on behalf of the Horizon City Police Department ("HPD") and Socorro on behalf of the Socorro Police Department ("SPD") have each agreed to provide their own daily, monthly, and quarterly reports and success stories to the County for the County to submit on each agency's behalf via the Federal e-grants system MAX.GOV. The City on behalf of El Paso Police Department ("EPPD") has agreed to directly submit its own daily, monthly, and quarterly reports via the Federal e-grants system MAX.GOV. All parties have also agreed to send their own semi-annual reports separately and directly to the Office of the Governor;

Whereas, with the FY 2016 OPSG Grant award, officers performing duties under the OPSG Grant will enhance border security, supporting the DHS mission and the National Border Patrol Strategy; that notwithstanding, the EPCSO, EPPD, APD, HPD, and SPD will not be involved in immigration enforcement;

Whereas, such a consolidated effort to reduce crime in the border community will ultimately improve the

quality of life for the residents in the combined areas of El Paso, Anthony, Horizon, Socorro, and the County; furthermore, such a consolidated effort is in each party's best interest and that of the public and will increase the effective and efficient functioning of each party; and

Whereas, the County, City, Anthony, Horizon, and Socorro 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 their respective governing body in the manner prescribed by law.

Now therefore, in consideration of the premises, terms, provisions, and mutual promises contained herein, the parties agree as follows:

1. Each party will prepare and submit its own reimbursements to the Office of the Governor for funds under FY 2016 OPSG (grant period September 1, 2016 – August 31, 2019). The total amount for all parties combined is \$1,800,000.00 as shown on Attachment A, attached hereto and fully incorporated herein by this reference. The FY 2016 OPSG Grant Award allocated funds for each party. The parties agree to use their respective share of this OPSG Grant award only for eligible costs under the FY 2016 OPSG Grant and to comply with all grant requirements. The parties agree they shall not use OPSG funds to supplant inherent routine patrol and law enforcement operations/activities or to perform other activities not directly related to providing an enhanced law enforcement presence in each of the named cities and in the County.

2. The County will submit a joint Operations Order to CBP Border Patrol for the entire County of El Paso and on behalf of all parties. The City, Anthony, Horizon, and Socorro each agree they will individually comply with the provisions of the FY 2016 OPSG Grant and timely provide to the County any information the County requests or needs to submit this joint Operations Order to CBP Border Patrol under this OPSG Grant.

3. The County will submit via the Federal e-grants system MAX.GOV each agency's own daily, monthly, and quarterly reports and success stories on behalf of all agencies that are parties herein, excepting the City. The City will directly submit its own daily, monthly, and quarterly reports and success stories via the same Federal e-grants system. Each party will separately submit their own semi-annual reports directly to the Office of the Governor. The City, Anthony, Horizon, and Socorro each agree they will individually comply with the provisions of the FY 2016 OPSG Grant and timely provide to the County any information the County requests or needs to submit any required report or success story.

4. This Agreement shall become effective upon acceptance and signature by all parties and shall remain in effect until the expiration of the FY 2016 OPSG Grant. In the event no OPSG Grant is awarded or funding stops, this Agreement shall end. The Agreement may be terminated by any party or parties, with prior notice to the others, should OPSG Grant requirements, rules, or administration change making this interlocal arrangement unnecessary or impractical.

5. Each party's police/sheriff department shall timely submit its own claims or invoices on their agency letterhead to the Office of the Governor. The following items may be required:

- Officer Daily Activity Report
- Time Detail
- Payroll Register
- OT Certifications signed by Supervisor
- Mileage Logs
- Inventory List
- Before equipment purchases are made, verify from www.SAM.gov that vendors are not on Debarment List.
- Verify the equipment is on the authorized equipment list at <https://www.rkb.us/lists.cfm>

6. Each police/sheriff department's claims or invoices shall account separately for the receipts and expenditures of any and all funds received pursuant to the FY 2016 OPSG Grant. Each police/sheriff department

shall timely submit its own invoices for reimbursement by the State Administration Agency, which is now with the Office of the Governor – Criminal Justice Division.

7. Each party shall maintain and make available for inspection, audit or reproduction, by an authorized representative of the local, state, or federal government, any books, documents, records, and other evidence pertaining to the cost and expenses for this Agreement, hereinafter called "Records." In particular, each police/sheriff department 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 must be kept for a minimum of three years after the end of the grant period or longer as may be required by law. If any litigation, claim, or audit involving these Records commences before the three year period expires, the party must keep Records for not less than three years or until all litigation, claims, or audit findings are resolved.

8. The parties each agree to observe all local, federal and state laws, rules, and regulations that in any manner affect or govern the procurement of grant funds or the procurement of goods/services necessary to perform under this Agreement.

9. Each party is responsible for its own actions in providing services hereunder and shall not assume any liability that may arise from performance or nonperformance by any other party.

10. A waiver by a party of any breach of a provision under this Agreement shall not be deemed to be a waiver by any other party or a waiver of any preceding or succeeding breach of the same or any other provision hereof.

11. Each party reserves and does not waive its respective immunity nor any other rights under applicable laws. Any provision of this Agreement that imposes an obligation or restriction, on any party, not permitted by applicable law shall not be enforceable. Therefore, this Agreement is not intended to alter or reallocate any defense or immunity authorized or available to any party under Texas tort or other law.

12. This Agreement is entered into in El Paso County, Texas and venue for the enforcement of this Agreement shall lie in El Paso County, Texas. 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.

13. This document expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by the parties.

14. This Agreement may not be assigned by any party in whole or in part.

15. 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.

16. 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, binding and have full force and effect as if the invalid portion had not been included. If any word, phrase, clause, paragraph, sentence, part or provision of this Agreement or application thereof to any person, entity, or circumstance shall be held to be invalid or unconstitutional, the remainder of the Agreement shall nevertheless be valid, to the extent practicable.

17. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service post office or certified mail, return receipt requested, addressed to the respective party at the address listed below or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party:

Notice shall be made to:

COUNTY: El Paso County Judge, Veronica Escobar
El Paso County Courthouse
500 E. San Antonio Ave, Room 301
El Paso, Texas 79901

COPY TO: El Paso County Sheriff's Office
Attention: Richard D. Wiles
3850 Justice Drive
El Paso, Texas 79938

CITY: City of El Paso
Attention: City Manager's Office
300 N. Campbell
El Paso, Texas 79901

COPY TO: El Paso Police Department
Attention: Office of the Chief of Police
911 N. Raynor
El Paso, Texas 79903

CITY: City of Anthony
401 Wildcat Drive
Anthony, TX 79821

COPY TO: Anthony Police Department
Attention: Chief Carlos Enriquez
401 Wildcat Drive
Anthony, TX 79821

CITY: Town of Horizon City
14999 Darrington Road
Horizon, TX 79928

COPY TO: Horizon Police Department
Attention: Chief Michael McConnell
14999 Darrington Road
Horizon City, TX 79928

CITY: City of Socorro
670 Poona
Socorro, TX 79927

COPY TO: City of Socorro
Attention: Chief Carlos Maldonado
670 Poona
Socorro, TX 79927

IN WITNESS WHEREOF, said County of El Paso, City of El Paso, City of Anthony, Town of Horizon City, and City of Socorro have caused these presents to be executed on their behalf by their respective and duly authorized officials on each date noted below.

2016-0837

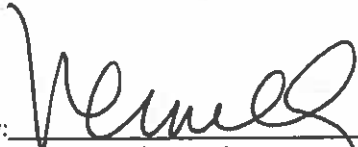
[Signatures Follow Attachment]

**Operation Stonegarden FY 2016
Attachment "A"**

County of El Paso, TX Total FY16 OPSG Total: \$1,800,000.00			
Administration/ Logistics/Budget	Narrative Justification (Computation of Items)		Federal Request
Overtime/Fringe	Overtime and Fringe Total		\$1,709,155.16
Law Enforcement Operational Overtime	El Paso County Sheriff's Office (EPCSO) = \$388,905.60 El Paso Police Department (EPPD) = \$852,480.00 Anthony Police Department (APD) = \$54,473.28 Town of Horizon City Police Dept.(HCPD) = \$43,076.80 Socorro Police Department (SPD) = \$37,686.00		\$1,376,621.68
Fringe Benefits for Law Enforcement	El Paso County Sheriff's Office (EPCSO) = \$100,726.56 El Paso Police Department (EPPD) = \$213,120.00 Anthony Police Department (APD) = \$8,094.72 Town of Horizon City Police Dept. (HCPD)= \$6,407.20 Socorro Police Department (SPD) = \$4,185.00		\$332,533.48
Equipment (Provide AEL #)	Equipment Total		\$0.00
	General Equipment	N/A	\$0.00
	Special Equipment	N/A	\$0.00
	Vehicles, Watercraft, other type of vehicles	N/A	\$0.00
	Regional Capability Building Equipment	N/A	\$0.00
Vehicles	Fuel Cost	N/A	\$0.00
	Maintenance Cost	N/A	\$0.00
	Mileage Cost	El Paso County Sheriff's Office = \$29,654.54 El Paso Police Department = \$27,527.00 Anthony Police Department = \$-0- Town of Horizon Police Dept. = \$-0- Socorro Police Department = \$-0-	\$57,181.54
	Travel, Lodging, and Per diem	N/A	\$0.00
County M&A	EPCSO \$15,531.30 + EPPD \$18,132.00		\$33,663.30
		Total Funding Cost	\$1,800,000.00

COUNTY OF EL PASO

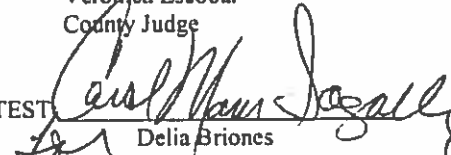
By:


Veronica Escobar
County Judge

DATE:

12/5/16

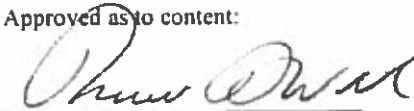
ATTEST


for Delia Briones
County Clerk

Approved as to form:


Assistant County Attorney

Approved as to content:


Richard D. Wiles, Sheriff
El Paso County Sheriff's Office
County of El Paso, Texas

CITY OF EL PASO


By: _____
Tomás González
City Manager

Dated: _____

Approved as to form:


Assistant City Attorney

Approved as to content:

for 
Gregory Allen
Chief of Police
City of El Paso, TX

CITY OF ANTHONY

By: _____
Mayor

Dated: _____

Approved as to form:

Assistant City Attorney

Approved as to content:

Chief of Police
Chief Carlos Enriquez
City of Anthony, TX

TOWN OF HORIZON CITY

By: _____
Mayor

Dated: _____

Approved as to form:

City Attorney

Approved as to content:

Michael McConnell
Chief of Police
Town of Horizon City, TX

CITY OF SOCORRO

By: _____
Mayor

Dated: _____

Approved as to form:

City Attorney

Approved as to content:

Carlos Maldonado
Chief of Police
City of Socorro, TX

