

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

DEPARTMENT: Police

AGENDA DATE: March 3, 2020

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER: Assistant Chief Patrick Maloney, 212-4309

DISTRICT(S) AFFECTED: All

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

SUBGOAL:

SUBJECT:

Authorize the City Manager or Designee to sign the Interlocal Agreement between: the City of El Paso, Texas; County of El Paso, Texas; the City of Anthony, Texas; Town of Horizon City, Texas; the City of Socorro, Texas; Constable Precinct 6, and the Texas Department of Public Safety; for the submittal of the Stonegarden 2019 joint grant application to the Office of the Governor, Homeland Security Division, in the total amount of \$2,900,000. The amount of \$1,402,429.50 for the City of El Paso covers equipment and overtime wages used for law enforcement operations. Grant period will be from April 1, 2020 – February 28, 2021. No matching funds are required.

BACKGROUND / DISCUSSION:

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

PRIOR COUNCIL ACTION:

The application for the 2018 Stonegarden project was approved by City Council December 18, 2018.

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:



RESOLUTION

WHEREAS, the El Paso City Council finds it in the best interest of the Citizens of El Paso, Texas that the joint project with other regional law enforcement agencies under the Operation Stonegarden grant continue to be operated for the 2019-2020 year;

WHEREAS, the El Paso City Council finds that coordination with the other regional law enforcement agencies through an interlocal agreement as authorized by the Texas Government Code 791 is the most effective way to carry out the program; and

WHEREAS, the El Paso City Council desires to apply for and, if awarded, to accept grant funding from the US Department of Homeland Security through the Texas Office of the Governor to continue the City of El Paso's ("City") program, which has been ongoing.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. **THAT**, the City Manager or designee is authorized to sign the Interlocal Agreement, and any amendments that do not affect the City's adopted budget, between: the City of El Paso, Texas; County of El Paso, Texas; the City of Anthony, Texas; Town of Horizon City, Texas; the City of Socorro, Texas; Constable Precinct 6, and the Texas Department of Public Safety; for the submittal and shared duties for reporting of the Stonegarden joint grant application to the Office of the Governor, Homeland Security Division 2019, in the total amount of \$2,900,000. The amount of \$1,402,429.50 for the City of El Paso covers equipment and overtime wages used for law enforcement operations.
2. **THAT**, the El Paso City Council authorizes the submission of the application for Grant Number 3007105 to the Office of the Governor of the State of Texas, Homeland Security Grant Division, for the City of El Paso Police Department project identified as "Homeland Security Program FY 2019 Stonegarden project" to provide financial assistance to the City of El Paso.
3. **THAT**, the City of El Paso shall provide matching funds for said grant if applicable, however no matching funds are currently required;
4. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant upon review and approval as to form by the City Attorney or designee provided such does not affect the City's adopted budget; and
5. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the State of Texas Office of the Governor, Homeland Security Grant Division.

6. **THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which increase, decrease or de-obligate program funds, which to not affect the City's adopted budget.

ADOPTED this _____ day of _____, 2020

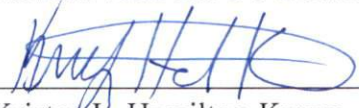
CITY OF EL PASO

Dee Margo
Mayor

ATTEST:

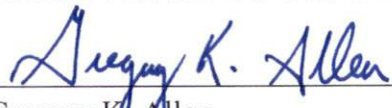
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Kristen L. Hamilton-Karam
Assistant City Attorney

APPROVED AS TO CONTENT:



Gregory K. Allen
Chief of Police

**INTERLOCAL AGREEMENT
Operation Stonegarden FY 2019**

This Interlocal Agreement is entered into on _____, 2020, 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," the City of Socorro, hereinafter "Socorro", Constable Precinct 6 and Texas Department of Public Safety - Aviation Team. 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; Town of Horizon City is acting on behalf of the Horizon Police Department; Socorro is acting on behalf of the Socorro Police Department, Constable Precinct 6 is acting on behalf of the Constable Precinct 6 and Texas Department of Public Safety – Aviation Team, acting on behalf of the Texas Department of Public Safety.

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 2019 ("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 Office of the Governor specifically provided only the City and the County with unique identifiers for use of the Homeland Security Information Network (HSIN) reporting system. Beginning 2016 OPSG Grant Award, the County was required, acting on behalf of all agencies who are parties herein, to submit to the County of El Paso to enter into the HSIN grants system will be utilized for each agency's daily, monthly, quarterly reports and success stories. However, each party is required to separately submit their own semi-annual reports directly to the Criminal Justice Division.

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 Police Department ("HPD") and Socorro on behalf of the Socorro Police Department ("SPD"), Constable Precinct 6 and the Texas Department of Public Safety – Aviation Team 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 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 Town of Horizon City Police Department ("HPD"), Socorro on behalf of the Socorro Police Department ("SPD"), Constable Precinct 6 and the Texas Department of Public Safety – Aviation Team on behalf of the Texas Department of Public Safety (TDPS) have each agreed to submit their own daily, monthly, quarterly reports and success stories on each agency's behalf through to the Federal HSIN grants system. All parties have also agreed to send their own semi-annual reports and success stories separately and directly to the Office of the Governor, Criminal Justice Division.

Whereas, with the FY 2019 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, SPD and Constable Precinct 6 *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, Texas Department of Public Safety 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, and the Texas Department of Public Safety as a state entity, 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:

No Operations Order will be conducted by state or local law enforcement agencies under the sub-recipient of the County of El Paso until the approval for the funding year has been received by the State Administrative Agency and after the Border Patrol has conducted the post award Integrated Planning Team meeting.

1. Each party will prepare and submit its own reimbursements to the Office of the Governor for funds under FY 2019 OPSG (grant period September 1, 2019 – August 31, 2021). The total amount for all parties combined is \$2,900,000.00 as shown on Attachment A, attached hereto and fully incorporated herein by this reference. The FY 2019 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 2019 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 continue to 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 2019 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 to the Federal grants system each agency's own daily, monthly, quarterly reports and success stories on behalf of all agencies that are parties herein. Each party will separately submit their own semi-annual reports directly to the Office of the Governor. The City, Anthony, Horizon, Socorro, Constable Precinct 6 and the Texas Department of Public Safety – Aviation Team each agree they will individually comply with the provisions of the FY 2019 OPSG Grant and timely provide to the County any information the County requests or needs to submit any required report.

4. This Agreement shall become effective upon acceptance and signature by all parties and shall remain in effect until the expiration of the FY 2019 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 2019 OPSG Grant. Each police/sheriff/marshal department shall timely submit its own invoices for reimbursement by the State Administration Agency (SAA), which is with the Office of the Governor (OOG) – Criminal

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 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, Ruben John Vogt
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, Greg Allen 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: Acting Chief Chris Rey 670 Poona Socorro, TX 79927
Constable Precinct 6	Constable Precinct 6 Constable Javier Garcia 190 N. San Elizario Road Mission Valley Annex Clint, TX 79836
COPY TO:	Constable Precinct 6 Constable Javier Garcia 190 N. San Elizario Road Mission Valley Annex Clint, TX 79836

STATE

Texas Department of Public Safety
Attn: Captain German Chavez
1771 Shuttle Columbia Drive
El Paso, TX 79925

COPY TO:

Texas Department of Public Safety
Attn: Steven McCraw
Texas Homeland Security – Texas Department of Public Safety
1800 Nueces St.
Austin, TX 78701

IN WITNESS WHEREOF, said County of El Paso, City of El Paso, City of Anthony, Town of Horizon City, City of Socorro, Constable Precinct 6 and Texas Department of Public Safety – Aviation Team have caused these presents to be executed on their behalf by their respective and duly authorized officials on each date noted below.

[Signatures Follow Attachment “A”]

Operation Stonegarden FY 2019

Attachment "A"

OPSG OO County of El Paso, TX Total FY 2019 Total: \$2,900,000.00			
	Administration/ Logistics/Budget	Narrative Justification (Computation of Items)	Federal Request
	Overtime/Fringe	Overtime + Fringe + M&A	\$2,496,282.46
	Law Enforcement Operational Overtime	El Paso County Sheriff's Office (EPCSO) = \$476,928.00 El Paso County Sheriff's Transportation OT= \$64,960.00 El Paso Police Department (EPPD) = \$1,070,967.75 Anthony Police Department (APD) = \$52,749.73 Town of Horizon City Police Dept.(HCPD) = \$69,319.95 Socorro Police Department (SPD) = \$43,740.29 Constable Precinct 6 = \$15,924.48 San Elizario Marshal Department = \$21,888.00 Texas Dept of Public Safety (TDPS)–Aviation Team=\$90,000.00	\$1,906,478.20
	Fringe Benefits for Law Enforcement	El Paso County Sheriff's Office (EPCSO) = \$148,372.30 EPCSO Transportation Benefits = \$20,209.06 El Paso Police Department (EPPD) = \$259,281.29 Anthony Police Department (APD) = \$7,838.60 Town of Horizon City Police Dept. (HCPD)= \$9,413.65 Socorro Police Department (SPD) = \$4,503.06 Constable Precinct 6 = \$5,271.44 San Elizario Marshal Department = \$2,452.99	\$457,342.39
	Equipment (Provide AEL #)	Equipment Total	\$176,012.95
	H91TGD9PW6AN 20CS-01-AFIS 03OE-02-BNOC	General Equipment (7) Police Radios APX 8000 all band portable model 2.5= \$41,669.95 (EPPD) (2) handheld fingerprint processing units, and required peripherals = \$3,400 (APD) (1) Thermal imaging binoculars \$5,895.00 = \$5,895.00 (SPD)	\$50,964.95
	03OE-01-ALPR	Special Equipment Four (4) License Plate Reader (LPR) Licensing = \$31,550.00 (EPCSO)	\$31,550.00
	12VE-00-MISS- Vehicle, Specialized Mission 12VE-00-MISS	Vehicles, Watercraft, other type of vehicles (1) Specialized vehicles and vehicle conversion kits designed to support specific mission area requirements. Examples include patrol and deployment vehicles, at \$64,425.00 each = \$64,425.00 (APD) (1) Utility Terrain Vehicles (UTVs) \$14,073.00 = \$14,073.00 (SPD)	\$78,498.00
	21GN-00-CNST- Installation 06CP-07-RFSA- Equipment	Regional Capability Build Equip Radio Console Installation = \$2,743.43 Radio Console Equipment Package Unit= \$12,256.57 (EPCSO)	\$15,000.00
	Vehicles	Fuel Cost El Paso County Sheriff's Office = \$40,089.61	\$40,089.61
		Maint Cost TDPS \$950 per blade hr. x 197.49 hrs.= \$187,615.01	\$187,615.01
	Travel, Lodging, and Per diem	N/A	\$0.00
	M&A	[(EPCSO=\$25,325.00)+(EPPD = \$30,510.51)+ (SPD = \$4,126.33)] + Office of the Governor State Administrative Agency M&A	\$59,961.84 \$72,500.00
		TOTAL FUNDING REQUEST OPSG FY19	\$2,900,000.00

COUNTY OF EL PASO

By: _____

Ricardo A. Samaniego
County Judge

DATE: _____

ATTEST: _____

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:



Kristen L. Hamilton-Karam
Assistant City Attorney

Approved as to content:



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

CITY OF ANTHONY

By: _____
Mayor

Dated: _____

Approved as to form:

Assistant City Attorney

Approved as to content:

Carlos Enriquez, Chief of Police
Anthony Police Department
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
Horizon City Police Department
Town of Horizon City, TX

CITY OF SOCORRO

By: _____
Mayor

Dated: _____

Approved as to form:

City Attorney

Approved as to content:

Christopher Rey, Interim Chief of Police
Socorro Police Department
City of Socorro, TX

CONSTABLE PRECINCT 6

By: _____
Ricardo A. Samaniego
County Judge

DATE: _____

ATTEST: _____
Delia Briones
County Clerk

Approved as to form:

Assistant County Attorney

Approved as to content:

Javier Garcia
Constable Precinct 6
County of El Paso, Texas

Texas Department of Public Safety – El Paso Aviation Team

By: _____

Dated: _____

Approved as to form:

STATE Attorney

Approved as to content:
