

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

DEPARTMENT: POLICE
AGENDA DATE: March 24, 2015
CONTACT PERSON/PHONE: Michelle Gardner, Assistant Chief, (915) 564-7301
DISTRICT (S) AFFECTED: All

SUBJECT:

Authorize the Mayor to sign an Interlocal Agreement between the City of El Paso ("City") and the County of El Paso ("County"), to reimburse the City for police officer services associated with the El Paso County Veterans Court program. These services, previously funded by the City, are now eligible for reimbursement under grant funds from the Texas Veterans Commission fund for Veterans' Assistance. The term allows reimbursement of work performed during the period of January 1, 2015 to December 31, 2015. The county will provide funding in the amount up to \$34,040.00 for salary and up to \$8,510.00 for fringe benefits. No cash match or in kind match required from the City of El Paso.

BACKGROUND / DISCUSSION:

The Veterans Commission will be providing reimbursement for worked performed during the period of January 1, 2015 to December 31, 2015. The county will provide funding in the amount of \$34,040.00 for salary and up to \$8,510.00 for fringe benefits.

PRIOR COUNCIL ACTION:

None

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD: _____
Name Signature Date
Gregory K. Allen 3/16/2015

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso ("City") and the County of El Paso ("County"), to reimburse the City for police officer services associated with the El Paso County Veteran's Court program. These services, previously funded by the City, are now eligible for reimbursement under grant funds from the Texas Veterans Commission Fund for Veterans' Assistance. The term allows reimbursement of work performed during the period of January 1, 2015 to December 31, 2015. The County will provide funding in the amount up to \$34,040.00 for salary and up to \$8,510.00 for fringe benefits. No cash match or in kind match required from the City of El Paso.

ADOPTED this 24th day of March, 2015.

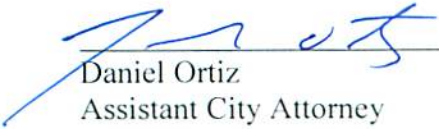
CITY OF EL PASO

OSCAR LEESER
Mayor

ATTEST:

Richarda Duffy Momsen
Municipal Clerk

APPROVED AS TO FORM:



Daniel Ortiz
Assistant City Attorney

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into this ___ day of January 2015, between the County of El Paso (“County”), a political subdivision of the state of Texas and the City of El Paso (“City”).

I. RECITALS

WHEREAS, the County of El Paso has received grant funding (“the Grant”) from the Texas Veterans Commission Fund for Veterans’ Assistance; AND

WHEREAS, the Grant is intended to benefit veterans within County and City’s law enforcement jurisdiction; AND

WHEREAS, the Grant requires County to contract with a police officer to accompany and assist the program compliance officer when doing field work; AND

WHEREAS, City employs and has a police officer available to perform work under the grant; AND

WHEREAS, Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the “Act”), authorizes COUNTY and CITY to enter into this Agreement; AND

WHEREAS, COUNTY and CITY are local governments as defined in section 791.003 (4) of the Act; AND

WHEREAS, COUNTY and CITY each have authority to enter into this Agreement; AND

WHEREAS, COUNTY and CITY have entered into this Agreement by action of each entity’s governing body in the manner prescribed by law; AND

WHEREAS, the public health, safety, and welfare of the citizens of COUNTY and CITY would be best served by both Parties entering into this Interlocal Cooperation Agreement pursuant to the authority granted by Chapter 791 of the Texas Government Code; AND

WHEREAS, COUNTY and CITY specify that each party will make any payments for the performance of these functions of government from current revenues available to the paying Party; AND

NOW THEREFORE, COUNTY and CITY enter into this Interlocal Cooperation Agreement for the purposes stated herein and agree as follows.

II. CITY DUTIES

- 2.1 **OFFICER(S) PROVIDED.** CITY will provide 1 police officer to assist the program compliance officer. The officer will work on the program on a part-time basis, 20-hours per week, except during vacations, sick leave, and any other time off that officers are allowed or required to have in accordance with the contract between the CITY, the Police Department, and the El Paso Municipal Police Officers Association. The officer shall also be provided time to attend any mandatory training.
- 2.2 **OFFICER DUTIES.** The officer assigned under this Agreement will assist the compliance officer when conducting random home and field visits to a program participant's home or place of employment, including (without limitation) drug testing and home safety checks. Assignments may include work during non-traditional hours, including (without limitation) evening and weekend hours. The officer will also complete appropriate reports, participate in team meetings ("staffing"), attend court, and notify the team and the judge of any incidents as well as progress. The officer will coordinate his (or her) schedule with the Veteran's Court Program Director.
- 2.3 **SUPERVISION.** OFFICERS shall be supervised by assigned City of El Paso Police Department. However, while on duty pursuant to this Agreement, the officer shall communicate with the Court through the Veteran's Court Program Director on a daily basis and take reasonable steps to address concerns raised by the Court.
- 2.4 **EMPLOYEE OF CITY.** The Officer shall remain an employee of the City of El Paso Police Department and shall not be an employee of the COUNTY. The City of El Paso shall be solely responsible for all salary, benefits, and other rights to which officers may be entitled. The COUNTY's sole obligation shall be to reimburse the City as provided in this Agreement.

III. COUNTY DUTIES

- 3.1 **COMPENSATION.** During the term of the grant, COUNTY will reimburse CITY up to THIRTY-FOUR THOUSAND, FORTY DOLLARS and ZERO CENTS (\$34,040) for the services of the officer under the grant and this Agreement. COUNTY will also reimburse CITY EIGHT THOUSAND, FIVE HUNDRED TEN DOLLARS and ZERO CENTS (\$8,510.00) for the officer's fringe benefits. Travel Expenses and Equipment costs are not authorized or reimbursable under this Agreement.
- 3.2 **PAYMENT SCHEDULE.** Payment shall be made to CITY on a monthly basis and shall be due on the tenth (10th) day after receipt of charges for services under this agreement.
- 3.3 **OFFICE AND SUPPLIES.** To the extent necessary, COUNTY will provide the

officer with office space that is equipped with a computer and telephone. The office may function as a general workstation and be provided at no additional cost to CITY. The workstation may be shared.

IV. MISCELLANEOUS

- 4.1 **LAWS GOVERNING AGREEMENT.** This Agreement is entered into in the County of El Paso, Texas, and shall be governed by the laws of the State of Texas. Any litigation arising out of the interpretation or enforcement of this agreement shall lie in a court of appropriate jurisdiction sitting in El Paso County, Texas. By entering into this agreement, neither party waives any sovereign or governmental immunity that it may have under Texas or federal law.
- 4.2 **TERM.** This Agreement shall begin on January 1, 2015, regardless of the date executed, and end on December 31, 2015.
- 4.3 **CONTINGENT GRANT FUNDING.** CITY acknowledges that funding for this program depends upon grant funding from Texas Veterans Commission Fund for Veteran's Assistance. In the event that grant funding is reduced, cancelled, or otherwise becomes unavailable, the COUNTY may immediately notify CITY to cease services under this Agreement. COUNTY shall not be liable for further payment under this Agreement from the date of such notice.
- 4.4 **TERMINATION.** Either Party may terminate this Agreement for convenience by providing the other Party 30 days' written notice.
- 4.5 **SEVERABILITY.** If one or more of the provisions of this agreement shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included.
- 4.6 **ENTIRE AGREEMENT.** This writing constitutes and expresses the entire Agreement of the Parties hereto and may not be changed, altered, or amended except in a writing executed by both Parties.

[SIGNATURES, NEXT PAGE]

EXECUTED this 23 day of February 2015.

THE COUNTY OF EL PASO, TEXAS

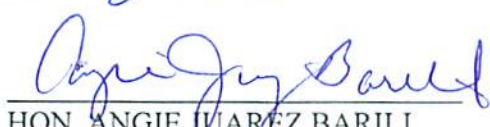
APPROVED AS TO FORM AND CONTENT:

COUNTY OF EL PASO


HON. VERONICA ESCOBAR

County Judge

Date: 2-23-15



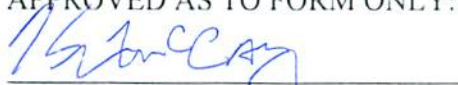
HON. ANGIE JUAREZ BARILL,

EL PASO VETERAN'S COURT

PROGRAM

Date:

APPROVED AS TO FORM ONLY:



Assistant County Attorney

THE CITY OF EL PASO, TEXAS

APPROVED AS TO FORM AND CONTENT

Mr. Tommy Gonzalez,

City Manager


Date:



Greg Allen,

Police Chief

Approved as to Form Only:



Assistant City Attorney

Daniel Ortiz

Oscar Leeser
Mayor
Date:

ATTEST:

Richarda Duffy Momsen
City Clerk