

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

DEPARTMENT: Police
AGENDA DATE: 4/30/2019
CONTACT PERSON/PHONE: Assistant Chief Z. Silva 212-4306
DISTRICT(S) AFFECTED: All

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

SUBJECT:

That the Mayor be authorized to sign an Interlocal Agreement between the El Paso County Juvenile Board (the "Board"), on behalf of the El Paso County Juvenile Probation Department ("JPD"), the 65th Judicial District Court (the "Court") and the El Paso Police Department (EPPD) for the purpose of handling, detaining and apprehending of juveniles taken into custody by the El Paso Police Department.

BACKGROUND / DISCUSSION:

This is an amendment to the original MOU. The revisions have been reviewed and approved by Assistant Attorney Oscar Gabaldon

SELECTION SUMMARY:

N/A

COMPENSATION ANALYSIS:

N/A

PROTEST

- Protest Received
 No Protest Received

COUNCIL REPRESENTATIVE BRIEFING:

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

- District 1
 District 2
 District 3
 District 4
 District 5
 District 6
 District 7
 District 8
 All Districts

PRIOR COUNCIL ACTION:

Motion to approve by City Council November 13, 2018

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION: N/A

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

DEPARTMENT HEAD:

A handwritten signature in blue ink that reads "Gregory K. Allen". The signature is written in a cursive style and is positioned above a horizontal line that extends across the page.

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 El Paso County Juvenile Board (the "Board"), on behalf of the El Paso County Juvenile Probation Department ("JPD"), the 65th District Court (the "Court"), and the El Paso Police Department ("EPPD").

ADOPTED this 30th day of April, 2019.


THE CITY OF EL PASO

Dee Margo
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar G. Gabaldón, Jr.
Assistant City Attorney

APPROVED AS TO CONTENT:

Gregory K. Allen
Police Chief for El Paso Police Department

**INTERLOCAL AGREEMENT BETWEEN THE EL PASO COUNTY
JUVENILE BOARD, THE 65th JUDICIAL DISTRICT COURT AND
EL PASO POLICE DEPARTMENT
REGARDING DESIGNATION OF JUVENILE PROCESSING OFFICE**

This Interlocal Agreement ("Agreement") is entered into pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, and is entered into to be effective the 2th day of April, 2019, between the El Paso County Juvenile Board (the "Board"), on behalf of the El Paso County Juvenile Probation Department ("JPD"), the 65th Judicial District Court (the "Court"), and the El Paso Police Department ("E.P.P.D."), as evidenced by the respective signatures below.

WITNESSETH:

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

WHEREAS, such a consolidated effort would assist the governmental function of police protection and juvenile detention services.

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth, the parties agree as follows:

A. DUTIES OF THE EL PASO POLICE DEPARTMENT (EPPD):

1. The EPPD shall abide by all statutory provisions set forth in Title III, Juvenile Justice Code of the Texas Family Code, as it relates to handling, detaining, and apprehending of juveniles in El Paso County, Texas.
2. All juveniles taken into custody pursuant to Texas Code of Criminal Procedure §45.058 or §45.059 and who are subsequently detained, shall be detained for no more than six (6) hours in either a place of non-secure custody as defined by Texas Code of Criminal Procedure §45.058 (c) or a Juvenile Curfew Processing Office as defined in Texas Code of Criminal Procedure §45.059 (b) as designated by the Chief of the EPPD.
3. The EPPD will not take any juveniles as defined in Title III, Juvenile Justice Code of the Texas Family Code, to any police facilities which are not similarly designated by the Board under Texas Family Code §52.025, as a Juvenile Processing Office except for the purposes of reuniting a runaway or missing juvenile or other non-custodial juvenile with parent/ guardian or responsible adult.
4. All juveniles taken into custody by the EPPD pursuant to Texas Family Code §52.01 shall be transported to the Juvenile Probation Department at 6400 Delta Drive (79905) or the listed, designated juvenile processing office. While a juvenile is detained within any of the designated juvenile processing offices, the juvenile will be kept strictly separated from sight and sound or any contact with any adult offenders, suspects and arrestees.

Designated Juvenile Processing Office: El Paso Police Department
Westside Regional Command Center
4801 Osborne
El Paso Texas, 79922

Northeast Regional Command Center
9600 Dyer
El Paso Texas, 79924

Pebble Hills Regional Command Center
10780 Pebble Hills Ste. A
El Paso, Texas 79935

Mission Valley Regional Command Center
9011 Escobar
El Paso, Texas 79907

Central (JPD Site)
6400 Delta Drive
El Paso, Texas 79905

5. The Juvenile Investigation Section Designated Juvenile Processing Office facility will be staffed 24-hours per day, seven days per week and will be open for regular operation each and every day of each and every year. Any changes regarding this schedule will be submitted in writing to the El Paso County Juvenile Board thirty (30) days prior to any such change.
6. The Chief of Police will provide to all police officers of the EPPD, written notice of the following matters:
 - a. A Child in Need of Supervision (CHINS) offender will not be taken into custody, but will be reunited with a parent/ guardian or responsible adult as quickly as practical and that the six hour rule for detaining juveniles will be strictly adhered to.
 - b. Juvenile offenders will remain out of sight and sound of any adult offenders, suspects or arrestees.
 - c. Juvenile offenders will be brought to the Juvenile Processing Office by the entrance closest to the office and no adult offenders, suspects or arrestees will use that entrance.
 - d. Juvenile offenders will be logged in and out on the Juvenile Processing Logbook.
 - e. At no time will a juvenile offender be left alone in the Juvenile Processing Office.
7. The Chief of Police shall provide two (2) hours of training annually in Texas Family Code, Title III, including the proper handling of juveniles taken into custody, Abuse, Neglect and Exploitation and PREA guidelines to all police officers of the EPPD.

- a. The EPPD shall maintain records of the training and make those records available to the El Paso County Juvenile Court and JPD for inspection upon the written request of the Juvenile Court. The Chief of Police will no later than January 31st of each of year, send a written report to the El Paso County Juvenile Court and JPD of the status of the training required under this agreement that was conducted during the prior calendar year. Report will be forwarded electronically to Linda Y. Garcia, lingarcia@epcountv.com, Director of Intake Services or her designee.
8. By entering into this agreement, the EPPD warrants that the Juvenile Processing Offices listed in paragraph A-4, and subsequently designated pursuant to paragraph B-4, is suitable for the processing of children in accordance with the recognized professional standards for the detention of children, to include minimum standards promulgated by the Texas Juvenile Justice Department or PREA Federal guidelines to include but not limited to:
 - a. Abuse, Neglect and Exploitation posters and signage related to the Prison Rape, Elimination Act will be clearly visible in the Juvenile Processing Centers to ensure detained youth are aware of their rights. Posters will contain the TJJD contact information in which to report allegations within a custodial setting.
 - b. A lesbian, homosexual, bisexual, transgender or intersex youth's own view with respect to his/her own safety will be given serious consideration.
 - c. Such youth will be given the opportunity to be held in a separate holding cell from other detained youth.
9. In the matter of juvenile confessions, it will be necessary for law enforcement officers to take the juvenile(s) to the local magistrate for provision of a voluntary statement.
10. In the matter of reporting of Abuse, Neglect and Exploitation, EPPD agrees to timely report any ANE or PREA complaint to the proper authority and cooperate in any investigation of any violation.
11. Upon request by the Juvenile Board or its designee, EPPD will provide juvenile processing logs for inspection. Logs provided in electronic format will require EPPD to certify submissions are true and correct through notarization.

B. DUTIES OF THE EL PASO COUNTY JUVENILE BOARD:

1. The El Paso County Juvenile Board will certify as a juvenile processing office the named facility of the EPPD every two years based upon the EPPD agreement to the terms of this Interlocal Agreement and compliance with said Agreement, and all applicable state statutes and regulations. The El Paso County Juvenile Processing Office Checklist will be used as the audit form in which certification will be based on. (Attachment A)

2. The Board shall designate a JPD representative to work with the designated representatives of the EPPD to provide updates and review training material, as needed, in order for EPPD to provide training as required in this agreement.
3. Failure of the EPPD to comply with any provision of this agreement in whole or in part may result in the decertification as a Juvenile Processing Office by the Juvenile Board of any or all facilities listed in paragraph A-4 of this agreement as well as any agreed upon facilities listed pursuant to paragraph B-4 of this agreement. In the event that the Juvenile Board considers taking any action under this paragraph to decertify any facility, the Board shall first send a written notice of such proposed action to the Chief of Police, along with a brief summary of the alleged non-compliant action. The Chief of Police may, within 20 days after the receipt of such written notice, send any written documentation to the Board that the Chief deems appropriate to address any allegation. Additionally, the parties may agree to allow the Chief of Police or his designee(s) to personally appear before the Board to address any allegation. The Board shall review any written documentation sent pursuant to this paragraph prior to making any final decision regarding decertification.
4. In the event the EPPD desires to obtain a designation for part of a new or existing police facility, the Police Department shall notify the Juvenile Board. In the case of an existing facility, the Police Department will work with the Juvenile Board or its representative(s) to establish the applicable requirements and to determine what modifications will need to be made to the facility in order for the Board to accept the facility as a Juvenile Processing Office. In the case of a new or proposed facility, the Police Department will work with the Juvenile Board or its representative(s) prior to construction to establish applicable requirements to determine necessary construction guidelines in order for the Juvenile Board to accept the facility as a Juvenile Processing Office. Upon completion of any construction or modifications, the Police Department shall contact the Juvenile Board and request a visual inspection of the facility. Every other year, the Juvenile Board or its representative(s) shall inspect the facility for the appropriate separation of juveniles from adult offenders, an affirmation that juvenile will not be detained in the processing office for more than six hours, that all other appropriate measures have been taken and that the facility is suitable for the processing of juveniles in accordance with recognized professional standards for the detention of juveniles, including minimum standards promulgated by the Texas Juvenile Justice Department. Once this inspection is completed, the Juvenile Board may provide a letter certifying an existing or newly constructed facility referencing paragraph B1 and shall be distributed to each agency involved and be physically attached to each respective agency's copy of this agreement.

C. MISCELLANEOUS PROVISIONS:

1. Nothing in this agreement shall serve to preclude any party to this agreement from exercising any rights and responsibilities statutorily granted.
2. Any notice required in this Interlocal Agreement must be given in writing and shall be sent to the following persons and addresses below:

Notice Shall be mailed to:

El Paso County Juvenile Court
Attn: Judge Yahara L. Gutierrez
500 E. San Antonio, Room# 1105
El Paso, Texas 79901

El Paso County Juvenile Board
Attn: Judge Yahara L. Gutierrez
500 E. San Antonio, Room# 1105
El Paso, Texas 79901

El Paso Police Department
Chief Greg Allen
911 N. Raynor
El Paso, Texas 79903

A copy shall be mailed to:

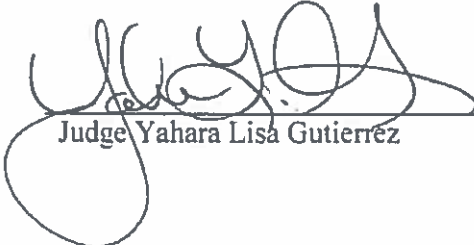
Juvenile Probation Department
CS# 2019-0203
Attn: Roger Martinez, Chief
Juvenile Probation Officer
6400 Delta Dr.
El Paso, TX 79905

3. This Interlocal Agreement may be amended by mutual written agreement. This Interlocal Agreement may be terminated by either party upon the giving of 60-days written to the other party.

(Signatures on next page)

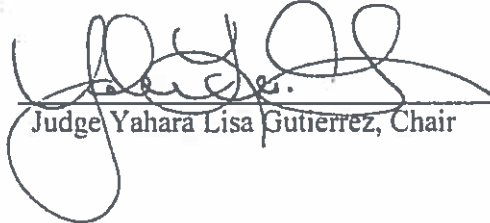
IN WITNESS WHEREOF, the parties execute this agreement on the date noted. Signed this 2nd day of April, 2019.

65th JUDICIAL DISTRICT COURT:



Judge Yahara Lisa Gutierrez

EL PASO COUNTY JUVENILE BOARD:




Judge Yahara Lisa Gutierrez, Chair

APPROVED AS TO FORM:



Donnie McGilbra
Assistant County Attorney


APPROVED AS TO FORM:



Assistant City Attorney
Oscar G. Gabaldon Jr.
Police Legal Advisor



Chief Greg Allen
Chief of Police
El Paso Police Department



Mr. Roger Martinez
Chief Juvenile Probation Officer

THE CITY OF EL PASO

Dee Margo
Mayor of El Paso, Texas