

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

DEPARTMENT: Police

AGENDA DATE: July 26, 2016

CONTACT PERSON/PHONE: Assistant Chief Michelle Gardner, 212-4301

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: #2 Set the Standard for a Safe and Secure City

SUBJECT:

Authorize the Mayor to sign an Interlocal Agreement ("Agreement") between the City of El Paso (the "City") and the County of El Paso (the "County") related to the Texas Veteran's Commission Veterans Treatment Court FY16 grant funding to set forth responsibilities and salary reimbursement of up to \$46,505.00 for a Police Officer assigned to the El Paso County Veteran's Court for the period July 1, 2016 through June 30, 2017. No cash or in-kind match is required from the City.

BACKGROUND / DISCUSSION:

The Agreement will continue the program started in FY15. The assigned police officer will assist the court compliance officer with field visits, drug testing and home safety checks of court-assigned program participants.

SELECTION SUMMARY:

N/A

PRIOR COUNCIL ACTION:

City Council approved the Interlocal Agreement for FY15 grant funding of this program on March 24, 2015.

AMOUNT AND SOURCE OF FUNDING:

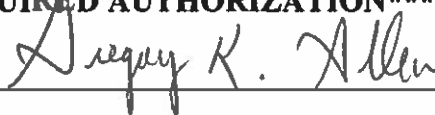
N/A

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso (the "City") and the County of El Paso (the "County") related to the Texas Veteran's Commission Veterans Treatment Court FY16 grant funding to set forth responsibilities and salary reimbursement of up to \$46,505.00 for a Police Officer assigned to the El Paso County Veteran's Court for the period July 1, 2016 through June 30, 2017. No cash or in-kind match is required from the City.

ADOPTED this 26 day of July, 2016.


CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

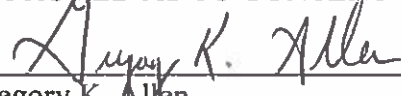
Richarda Duffy Momsen
Municipal Clerk

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

THIS AGREEMENT is entered into 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 has received grant funding ("Grant") from the Texas Veterans Commission Veterans Treatment Court;

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

WHEREAS, under the Grant, the County will contract a City police officer to accompany and assist the program compliance officer when doing field work;

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

WHEREAS, Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the "Act"), authorizes the County and City to enter into this Agreement;

WHEREAS, the County and City are local governments as defined in Section 791.003 (4) of the Act, and each have authority to enter into this Agreement;

WHEREAS, the County and City enter into this Agreement by action of each entity's governing body in the manner prescribed by law;

WHEREAS, the public health, safety, and welfare of the citizens of the County and City are best served by both parties entering into this interlocal cooperation Agreement pursuant to the authority granted by Chapter 791 of the Texas Government Code;

WHEREAS, the 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, the County and City enter into this interlocal cooperation Agreement for the purposes stated herein and agree as follows.

II. CITY DUTIES

- 2.1 **OFFICER PROVIDED.** The City will provide one police officer to assist the program compliance officer. The police officer will work part-time on the program, 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 police officer shall also be provided time to attend any mandatory duties/training.
- 2.2 **OFFICER DUTIES.** The police 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 entail work during non-traditional hours, including (without limitation) evening and weekend hours. The police officer will also complete appropriate reports, participate in team meetings ("staffing"), attend court sessions, and notify the team and the judge of any incidents and progress. The police officer will coordinate their schedule with the Veteran's Court Program Director.
- 2.3 **SUPERVISION.** The police officer shall be supervised by assigned City 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 police officer shall remain an employee of the City Police Department and shall not be an employee of the County. The City 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

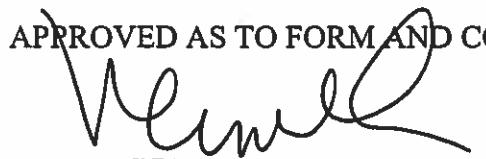
- 3.1 **COMPENSATION.** During the term of the Grant, the County will reimburse the City up to FORTY SIX THOUSAND, FIVE HUNDRED AND FIVE DOLLARS (\$46,505) for client services provided by the police officer under the Grant and this Agreement. Travel expenses and equipment costs are **not** authorized or reimbursable under this Agreement.
- 3.2 **PAYMENTS.** The County will tender payment to the City on a monthly basis, with payment due on the tenth (10th) day after receipt from the City of appropriate, invoiced charges for police officer 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 the 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 be handled 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 or rights it may have under Texas or federal law.
- 4.2 **TERM.** This Agreement shall begin on July 1, 2016, regardless of the date executed, and end on June 30, 2017.
- 4.3 **CONTINGENT GRANT FUNDING.** The City acknowledges that funding for this program depends upon Grant funding from Texas Veterans Commission Veterans Treatment Court. In the event that Grant funding is reduced, cancelled, or otherwise becomes unavailable, the County may immediately notify the City to cease services under this Agreement. The 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, to the extent practicable, as if such invalid, illegal, or unenforceable provision had not 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.

THE COUNTY OF EL PASO, TEXAS

APPROVED AS TO FORM AND CONTENT



HON. VERONICA ESCOBAR

County Judge

Date: 6/27/16



HON. ANGIE JUAREZ BARILL,
EL PASO VETERANS COURT
PROGRAM

Date:

APPROVED AS TO FORM ONLY



Assistant County Attorney

THE CITY OF EL PASO, TEXAS

APPROVED AS TO FORM AND CONTENT

HON. OSCAR LEESER, Mayor

Date:

Mr. Tommy Gonzalez, City Manager

Date:



Greg Allen, Police Chief

Richarda D. Momsen, City Clerk

APPROVED AS TO FORM ONLY



Assistant City Attorney