

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

CITY CLERK DEPT
2019 JUL 30 PM 10:54

DEPARTMENT: Police

AGENDA DATE: August 6, 2019,

CONTACT PERSON NAME/PHONE: Assistant Chief Patrick Maloney, 915-212-4300

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 City of El Paso Police Department, El Paso County Juvenile Probation Department, El Paso County Attorney's Office, El Paso County Public Defender's Office, El Paso County Sheriff's Office, El Paso Independent School District Police Department, Socorro Police Department, Socorro Independent School District Police Department, Horizon Police Department, Ysleta Independent School District Security, and the Canutillo Independent School District Police Department for the Serious Habitual Offender Comprehensive Action Program (SHOCAP). The Interlocal Agreement formalizes the relationship between the participating agencies, and specifies goals and responsibilities.

BACKGROUND / DISCUSSION:

SHOCAP is a collaborative team approach designed to address and supervise habitual and serious offenders in an effort to maintain community safety and reduce serious and repetitive juvenile delinquency. In 1988, the El Paso County Juvenile Justice Center was designated the lead agency in developing the Serious and/or Habitual Offender Comprehensive Action Program known as SHOCAP. The development and implementation of SHOCAP in El Paso County was brought about through the cooperative efforts of the Juvenile Court, law enforcement officials, Texas Youth Commission Parole, Department of Human Services, school authorities, and representatives of the United States Army. In 1990, resolutions were passed by city and county governments recognizing SHOCAP. The El Paso Police Department's SHOCAP Unit is assigned under the Gang Unit and consists of two officers and a senior office assistant.

SELECTION SUMMARY:

N/A

PROTEST

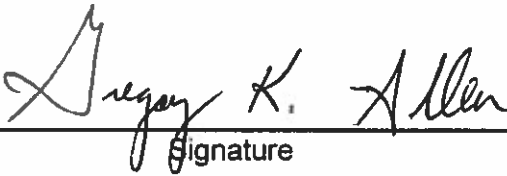
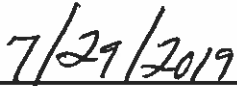
- ☐ No protest received for this requirement.
- ☐ Protest received.

PRIOR COUNCIL ACTION:

Council approved a State Juvenile Accountability Block Grant Program request on 2/14/12 in support of SHOCAP.

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

DEPARTMENT HEAD:

		
Name	Signature	Date

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 Police Department, El Paso County Juvenile Probation Department, El Paso County Attorney's Office, El Paso County Public Defender's Office, El Paso County Sheriff's Office, El Paso Independent School District Police Department, Socorro Police Department, Socorro Independent School District Police Department, Horizon Police Department, Ysleta Independent School District Security, and the Canutillo Independent School District Police Department for the Serious Habitual Offender Comprehensive Action Program (SHOCAP). The Interlocal Agreement formalizes the relationship between the participating agencies, and specifies goals and responsibilities.

ADOPTED this _____ day of August, 2019.

THE CITY OF EL PASO

Dee Margo
Mayor

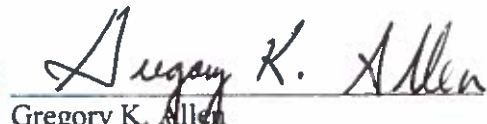
ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:


Oscar G. Gabaldon, Jr.
Assistant City Attorney


Gregory K. Allen
Police Chief for El Paso Police Department

**Serious Habitual Offender Comprehensive Action Program
(SHOCAP) INTERLOCAL**

AGREEMENT Between EL PASO COUNTY JUVENILE PROBATION DEPARTMENT And EL PASO COUNTY ATTORNEY'S OFFICE, EL PASO COUNTY PUBLIC DEFENDERS OFFICE, EL PASO COUNTY SHERIFF'S OFFICE, CITY OF EL PASO POLICE DEPARTMENT, EL PASO INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT, SOCORRO POLICE DEPARTMENT, SOCORRO INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT, HORIZON POLICE DEPARTMENT, YSLETA INDEPENDENT SCHOOL DISTRICT SECURITY AND CANUTILLO INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT.

The parties to this Agreement endorse the purpose of the Serious Habitual Offender Comprehensive Action Program (SHOCAP) which is designed to address and supervise habitual and serious offenders in an effort to maintain community safety and lower recidivism. SHOCAP is based on a collaborative approach of gathering information, planning, and integration of law enforcement suppression strategies in conjunction with judicial oversight to monitor court compliance and ensure community safety. The collaborative team approach involves the courts, schools, the probation department, various law enforcement entities, prosecutors, defense attorneys and community based treatment providers to address and reduce serious and repetitive juvenile delinquency.

The parties agree to attend by sending at least one agency representative to monthly programmatic meetings, participate in scheduled sweeps, and/or attend court hearings as scheduled and/or requested by the court.

The parties to this Agreement understand that the confidentiality of participants' alcohol and drug treatment records are protected under Federal regulations: Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2 and the HIPPA Privacy Rule, 45 CFR 160, 162, and 164. Furthermore, the confidentiality of participants' educational records are protected under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). If expressly provided in a valid court order, or if the student's parent has provided written consent, educational records of the student under community supervision may be shared by the school with the juvenile probation officer and the SHOCAP team. The parties agree to comply with all confidentiality requirements.

PROGRAM GOALS

Improve the lives of juvenile offenders court ordered into SHOCAP by providing coordinated intensive community based supervision in collaboration with local law enforcement agencies, intensive case management targeting top criminogenic risk factors and linkages to age and need based services for the juvenile and family.

INDIVIDUAL AGENCY RESPONSIBILITIES AND STAFF COMMITMENTS

SHOCAP Judge

1. The Judge will ensure a cooperative atmosphere for attorneys, probation officers, law enforcement, and treatment providers to stay focused on the task of providing participants rehabilitation opportunities.
2. The Judge will ensure the integrity of the court is maintained by having an understanding of the program's policies and procedures.
3. The Judge will participate as an active member of the Peer Review Team and will chair the Peer Review staffing's.
4. The Judge will assist in motivating and monitoring the participants of the program.
5. The Judge will gather information from the team and make all final decisions on incentives, sanctions that effect the participants.
6. The Judge will act as a mediator to develop resources and improve interagency linkages.
7. The Judge will contribute to the education of peers, colleagues, and the judiciary in the efficacy of program.
8. The Judge encourages participants to succeed, treats participants fairly and with respect and is not intimidating.
9. The Judge emphasizes the importance of compliance with court ordered services throughout the participant's time in the program.

Ethical Considerations

- The Judge must show impartiality
- The Judge must demonstrate judicial authority
- The Judge must not give up their final decision-making authority
- The Judge must recognize constitutional rights and follow appropriate legal processes

Senior Probation Officer

1. The Senior Probation Officer (SPO) will assist in providing general oversight to the program to include meeting attendance programmatic performance reporting, program support, and community outreach.
2. The SPO will facilitate communication between team members and partner agencies.
3. The SPO will serve as the point of contact between the Court and the SHOCAP Probation Officers.
4. The SPO will assist with organizing court, events and meetings and compiling supporting materials to disseminate to stakeholders and providers of services to maintain linkages.
5. The SPO will ensure the SHOCAP policies and procedures are updated annually and followed during program operations.
6. The SPO will ensure all team members follow confidentiality regulations and all appropriate forms are signed and circulated to the appropriate agencies.

7. The SPO will assist in providing or seeking continuing training for the team and will ensure all new team members receive a SHOCAP orientation before participating in their first staffing.

Ethical Considerations

- The SPO must be knowledgeable of each team members' roles and responsibilities and how they are incorporated into the program.

Prosecutor

1. The Prosecutor will be assigned SHOCAP cases for the term of this Agreement and will participate as an active member of the Peer Review team.
2. The Prosecutor will assist in identifying defendants arrested for specific offenses that meet program eligibility requirements.
3. The Prosecutor may help resolve other pending legal cases that affect participants' legal status or eligibility.
4. The Prosecutor will participate as a Team member during peer review staffing's, hearings and advocate for effective incentives and sanctions for program compliance or lack thereof.
5. The Prosecutor will participate as a Team member, operating in a non-adversarial manner during peer review hearings, to promote a sense of a unified Team presence.
6. The Prosecutor will contribute to the education of peers, colleagues, and the judiciary in the efficacy of program.

Ethical Considerations

- The Prosecutor must make decisions to protect public safety
- The Prosecutor must advocate for the victims' interest

Public Defender

1. A Public Defender will be assigned to the program for the term of this Agreement and will participate as an active member of the Peer Review team.
2. The Public Defender will ensure individual rights are protected during hearings, advise the defendant as to the nature and purpose of the program, the rules governing participation and the consequences of abiding or failing to abide by the rules.
3. The Public Defender will participate as a Team member, operating in a non-adversarial manner during peer review hearings, to promote a sense of a unified Team presence.
4. The Public Defender will participate as a Team member during peer review staffing's, hearings and advocate for effective incentives and sanctions for program compliance or lack thereof.
5. The Public Defender will ensure the constitutional and statutory rights of the participant are protected.
6. The Public Defender will advocate for the participant's stated interests.
7. The Public Defender will contribute to the education of peers, colleagues, and the judiciary.
8. The Public Defender explains all the rights that the participant will temporarily or permanently relinquish.

Ethical Considerations

- The Public Defender must demonstrate integrity to the participant
- The Public Defender must protect attorney/participant privilege
- The Public Defender must insure the participant's constitutional and due process rights are protected

Probation Officer

1. The Probation Officer will be assigned to provide comprehensive case management and field supervision of program participants and to participate as an active member of the Peer Review team.
2. The Probation Officer will use the Positive Achievement Change Tool (PACT) to be conducted as required by unit Policies and Procedures to ensure the program is serving the appropriate target population and ensure the top criminogenic risk factors are being targeted to increase dynamic protective factors and lower dynamic risk factors.
3. The Probation Officer will provide coordinated and comprehensive supervision and case management to include telephone contact, office/home/employment/school visits, as well as random field visits to participants' homes.
4. The Probation Officer will monitor/assist the participant compliance and progress to the adherence of the Judgement and Sentence order and program requirements.
5. The Probation Officer will monitor all electronic monitoring reports daily (exception for weekends and/or Holidays which will be monitored on the next business day) to ensure juvenile is following the conditions set forth in the court order.
6. The Probation Officer will participate in peer review staffing's and hearing. The Probation Officer will provide updates on all active participants and advocate for effective incentives, sanctions, and therapeutic interventions during staffing.
7. The Probation Officer will coordinate the utilization of community-based services such as health and mental health services, substance abuse services, housing, transportation, education, vocational training, and job skills training and placement to provide a strong foundation for participants.
8. The Probation Officer will utilize, coordinate and/or deliver cognitive-behavioral interventions to address criminal thinking and increase a readiness for change.
9. The Probation Officer will contribute to the education of peers, colleagues, and the judiciary.
10. The Probation Officer will develop a written case plan and/or update goals as needed based on the risk and need assessment in accordance to policy.

Ethical Considerations

- The Probation Officer must make decisions to protect public safety

The Probation Officer must inform the court of non-compliance with judicial orders in a timely manner.

Law Enforcement

1. Law Enforcement will assist the program in the monitoring of participants and will designate specific officers to perform the service for the term of this Agreement and will assign a representative to participate as an active member of the Peer Review team.

2. Law Enforcement will identify appropriate representatives to participate in peer review staffings and hearings as well as monthly SHOCAP meetings to provide appropriate information and insight from the law enforcement community's perspective regarding program participants and intelligence that is relevant to the cases supervised by the program.
3. Law Enforcement will advocate for effective incentives and sanctions during staffing.
4. Law Enforcement serves as a liaison between the SHOCAP team and the community and provides information to the SHOCAP team on community issues related to gangs and habitual offenders.
5. Law Enforcement will provide information and support to participants in the community, encouraging them to succeed in the program.
6. Law Enforcement will contribute to the education of peers, colleagues, and the judiciary.
7. Law Enforcement will assist with home visits, school and other community contacts.

Ethical Considerations

- Law Enforcement must protect public safety
- Law Enforcement is sworn to uphold the law and serve their community

In creating this partnership and uniting around a single goal of addressing an underlying problem affecting our community, we pledge to enhance communication between courts, law enforcement, probation, and community partners. Through this linkage of services, we expect greater participation and effectiveness in addressing SHOCAP participants involved in the juvenile justice system.

All parties agree to be represented in the SHOCAP team and their respective agencies. The El Paso County Juvenile Probation Department will be responsible for modifying and amending this Agreement.

AGREEMENT MODIFICATIONS

Any individual agency wishing to amend and/or modify this Agreement will notify the Director of this issue(s). The Director will present the issue(s) to the Steering Team for the purpose of modifying and/or amending the Agreement. The issues will be decided by consensus (if possible) or by simple majority, if not.

TERMINATION OF AGREEMENT

Individual agencies contemplating termination of their participation in this Agreement shall first notify the Director of Special Program and/or the Deputy Chief of Juvenile Services and Operations of their concerns. The Director or Deputy Chief shall attempt to resolve the problem to ensure continuation of the program. If the Director/Deputy Chief is unable to resolve the

concern, the issue(s) will be presented to the Judge and Chief Juvenile Probation Officer to reach a resolution. If unable to resolve the problem, the individual agency or department can exercise its right to terminate this Agreement by notifying all other agencies in writing a minimum of thirty (30) days prior to such termination.

IN WITNESS THEROF, the parties have caused their duly authorized representative to execute this Agreement.

Judge Yahara Lisa Gutierrez

Date

Chief Probation Office

Date

Prosecutor

Date

Public Defender

Date

El Paso County Sheriff's Office

Date



El Paso Police Department



Date

Horizon Police Department

Date

El Paso Independent School District PD

Date

Canutillo Independent School District PD

Date

Socorro Police Department

Date

Socorro Independent School District PD

Date

Ysleta Independent School District Security

Date

CITY CLERK DEPT
2019 JUL 30 AM 10:55

FOR OFFICIAL USE ONLY

City of El Paso, Texas Signatures:

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