

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

CITY CLERK DEPT.

DEPARTMENT: Police
AGENDA DATE: August 23, 2016
CONTACT PERSON/PHONE: Assistant Chief Michelle Gardner, 212-4301

2016 AUG 15 PM 2:48

DISTRICT(S) AFFECTED: All

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

SUBJECT:

That the City Manager or designee be authorized to sign the Interlocal Agreement between the County of El Paso, Texas and the City of El Paso, Texas to submit a joint application to the Department of Justice under the 2016 Edward Byrne Memorial Justice Assistance Grant Program (JAG), in the amount of \$235,245.00. The funds received under the JAG program will be allocated 50% to the County of El Paso, Texas, \$117,622.00 and 50% to the City of El Paso, Texas, \$117,623.00; and that the City Manager or designee be authorized to sign any grant related paperwork, including all understanding and assurances contained therein, and accept, reject, alter, or terminate the resulting grant, authorize budget transfer and submit necessary revisions to the operational plan. No cash match or in-kind is required.

BACKGROUND / DISCUSSION:

The Agreement will purchase (twenty-two) 22 Eye Witness G3 in car video recorders to replace the existing MVR systems currently being used.

SELECTION SUMMARY:

N/A

PROTEST

No protest received for this requirement.

Protest received.

COUNCIL REPRESENTATIVE BRIEFING:

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

- District 1
- District 2
- District 3
- District 4

- District 5
- District 6
- District 7
- District 8
- All Districts

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PRIOR COUNCIL ACTION:

City Council approved the Interlocal Agreement for FY15 grant funding of this program on August 25, 2015.

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:

by Michael M. Gorman

RESOLUTION

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

That the City Manager or designee be authorized to sign the Interlocal Agreement between the County of El Paso, Texas and the City of El Paso, Texas to submit a joint application to the Department of Justice under the 2016 Edward Byrne Memorial Justice Assistance Grant Program (JAG), in the amount of \$235,245.00. The funds received under the JAG program will be allocated 50% to the County of El Paso, Texas, \$117,622.00 and 50% to the City of El Paso, Texas, \$117,623.00.

That the City Manager or designee be authorized to sign any grant related paperwork, including all understanding and assurances contained therein, and accept, reject, alter, or terminate the resulting grant, authorize budget transfer and submit necessary revisions to the operational plan. No cash match or in-kind is required.

ADOPTED this 23 day of August 2016


CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:


Oscar G. Gabaldón, Jr.
Assistant City Attorney

APPROVED AS TO CONTENT:


for Greg Allen
Chief of Police

**THE STATE OF TEXAS §
COUNTY OF EL PASO §**

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF EL PASO, TEXAS and THE CITY OF EL PASO, TEXAS
2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM**

This Interlocal Agreement ("Agreement") is entered into by and between the County of El Paso, Texas, acting by and through its governing body, the Commissioners Court (hereinafter referred to as "COUNTY"), and the City of El Paso, Texas, acting by and through its governing body, the City Council (hereinafter referred to as "CITY"), referred to collectively as "Parties".

WHEREAS, the Interlocal Cooperation Act, Sec. 791.001, et seq., Texas Government Code, authorizes local governments to contract with one another to carry out their governmental functions; and

WHEREAS, the COUNTY and the CITY are local governments as defined in Texas Government Code, have the authority to enter into this Agreement, and have each entered into this Agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, the COUNTY and the CITY agree that it is more efficient, effective, and less costly to submit a joint application for - and administer - funding under the 2016 Edward Byrne Justice Assistance Grant (JAG) Program: Local Solicitation (hereinafter referred to "JAG Local Solicitation Program") for certain criminal justice activities, thereby serving the public; and

WHEREAS, the County of El Paso will be the lead participating agency for application and administration of funds for the JAG Local Solicitation Program; and

WHEREAS, the COUNTY and CITY believe it to be in their interest to allocate the JAG Local Solicitation Program funds in the manner described in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and of other good and valuable consideration, and intending to be bound hereby, the COUNTY and the CITY agree as follows:

Section 1

The CITY and COUNTY agree that the COUNTY will prepare and submit an application for funds under the JAG Local Solicitation Program in the total amount of \$235,245.00 for the El Paso, Texas region. The parties agree that the submission of the application will be done after such is reviewed by the CITY.

The parties agree that the funds received under the JAG Local Solicitation Program will be allocated as follows:

- City of El Paso \$117,623.00
- County of El Paso \$117,622.00

The parties understand and warrant that this agreement is contingent upon receipt by the COUNTY of the funding described above. In the event that the grant award is less than the amount requested, the parties understand and agree that said award shall be allocated on a percentage basis as follows:

- City of El Paso 50% of total JAG Local Solicitation Program award
- County of El Paso 50% of total JAG Local Solicitation Program award

In no event will the COUNTY provide any additional resources to the project beyond those specified under this Agreement.

Section 2

The COUNTY agrees to use its share of the funds only for eligible costs under the JAG Local Solicitation Program for the Sheriff's Office and the District Attorney's Office, as more specifically set forth in Attachment 1.

The CITY agrees that it will use its share of the funds only for eligible costs under the JAG Local Solicitation Program for the El Paso Police Department, as more specifically set forth in Attachment 1.

The parties agree that the expenditure of funds may be revised by each party without the need to further amend this Agreement so long as the costs are eligible under the JAG Local solicitation Program and approved by the funding source.

The CITY agrees it will comply with the provisions of the 2016 Byrne Justice Assistance Grant (JAG) Program grant award and this Agreement, and will provide to the COUNTY any information that the COUNTY may require to submit reports required under the grant agreement.

Regarding equipment purchased with the JAG Local Solicitation Program funds, the CITY agrees to (a) list such equipment in the inventory of their own local government only and (b) report the status of said equipment to the COUNTY through the end of the grant period plus three (3) years as required under the federal guidelines for said funds.

The parties agree that the COUNTY shall have the right to verify the inventory list of said equipment provided by the CITY on an annual basis and at a time that is mutually convenient for all parties.

Section 3

This Agreement shall become effective upon COUNTY's acceptance of the JAG Local Solicitation Program grant award and shall remain in effect until the expiration of the grant period. In the event that the 2016 JAG Local Solicitation Program grant is not awarded, this agreement shall be void.

Section 4

The CITY shall submit claims or invoices, bearing their respective agency's letterhead, no later than thirty (30) working days from the last day of the month for which payment is requested. The CITY shall account separately for the receipts and expenditures of any and all funds received pursuant to this contract. Each invoice submitted by the CITY will be paid within 30 days of receipt by the COUNTY.

Section 5

The CITY shall maintain and make available for inspection, audit, or reproduction, by an authorized representative of COUNTY, books, documents and other evidence pertaining to the cost and expenses relating to the JAG Local Solicitation Program funds provided under this Agreement, (hereinafter called "Records").

The CITY 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 and documents must be kept for a minimum of three years after the end of the contract period. If any litigation, claim or audit involving these records commences before the three-year period ends, the CITY must keep records and documents for not less than three years or until all litigation, claims or audit finds are resolved.

Section 6

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other parties.

Each party reserves, and does not waive, its respective rights of immunity and similar rights and does not waive its right under the applicable statutes. No provision of this Agreement that imposes an obligation or restriction on either party that is not permitted by applicable law shall be enforceable.

Section 7

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.

The COUNTY and the CITY agree to observe all local, federal and state laws, rules and regulations that in any manner affect or govern the procurement of the goods and services necessary to effectuate this Agreement.

By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set out in this Agreement.

This Agreement shall not create any rights in any party not a signatory hereto. The Parties do not intend for any third party to obtain a right by virtue of the Parties' execution of this Agreement.

The Parties understand and agree that this Agreement constitutes the entire agreement between the Parties relating to the terms and conditions of the Agreement.

Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid if executed as a written amendment to this Agreement and authorized by the Parties' respective governing bodies.

If any provision of the Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, but rather this entire Agreement will be construed as if it did not contain the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforceable in accordance with this Agreement. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

This Agreement shall not be construed against any Party because of such Party's involvement in the preparation of this Agreement.

(SIGNATURES FOLLOW ON THE NEXT PAGES)

COUNTY OF EL PASO

Dated: _____

By: _____
Veronica Escobar
County Judge

ATTEST: _____
Delia Briones
County Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Assistant County Attorney

Richard D. Wiles, Sheriff
El Paso County Sheriff's Office
County of El Paso, Texas

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APPROVED AS TO CONTENT:

Jaime Esparza, District Attorney
34th Judicial District
County of El Paso, Texas

CITY OF EL PASO

Dated: _____


By: _____
Tomàs Gonzalez
City Manager

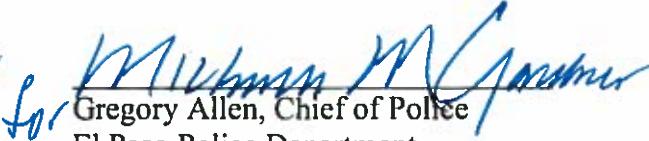
ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:


Oscar G. Gabaldón, Jr.
Assistant City Attorney


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

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FY 2016 BUDGET AND BUDGET NARRATIVE
Attachment 1

I. EL PASO COUNTY SHERIFF'S OFFICE				
QTY	Item Description	Estimated Cost	Location	Justification
50	In-A-Box, COP Electronic Citation, Portable Technology @ \$934.00 ea.	\$46,700	Patrol Units	Expedite effective law enforcement measures with the JP Courts.
1	In-A-Box, COP Electronic Citation, Motorola MC75 (AT&T) Portable Technology	\$3,100	Patrol Units	Expedite effective law enforcement measures with the JP Courts.
1	NorthPointe Classification Software, License Fees, & Implementation	\$32,500	ITD & Jails	To provide critical inmate management decision support.
1	Metal, self-standing canopy shade structure	\$21,000	Jail Annex	Visitor's center / jail inmate visitations
1	Motorcycle shade structure	\$2,560	SO HQ	Protection of patrol motorcycles while at HQ
	EPCSO - SUBTOTAL	\$105,860		

Budget Narrative

The El Paso County Sheriff's Office will utilize the In-A-Box, COP Electronic Citation, Portable Technology to expedite effective law enforcement measures with the JP Courts. This type of technology adds a layer of integrity and community validity by eliminating paper tickets. E-citations technology also streamlines and accelerates the reporting of citations into Odyssey system by making daily data dumps when the handheld system is uplinked and charging.

The El Paso County Sheriff's Office will utilize the NorthPointe Classification Software / system that will integrate with the jail Odyssey program. This software will allow for a paperless jail inmate classification system, keeping better classification of inmates and a safer jail population. When fully implemented, this classification system will eliminate using an archaic jail paper classification system.

The El Paso County Sheriff's Office will use the two shade structures as a means to protect County assets and jail visitors from the elements. One shade structure will be immediately in front of the jail annex, the length of the entire entrance, to shelter visitors from the blistering heat as they wait for their jail visitation time. The second shade structure will be used to protect the motorcycle patrol units from the extreme summer heat. This shelter will help minimize the wear and tear on the motorcycles during the intense and peak high temperatures.

II. DISTRICT ATTORNEY'S OFFICE				
QTY	Item Description	Estimated Cost	Location	Justification
5	Laptop / Ultrabook / Tablets @ \$1,299.00 ea.	\$6,495	DA's Office	Paperless file system for court cases
1	Various Accessories (USB Hub, HDMI Cables, DVD writer, Keyboard/mouse, Video Dock Station, Monitor, Cover, Display to VGA Adapter, Cables, Cords, Mouse, etc.)	\$5,267	DA's Office	Paperless file system for court cases
DA's - SUBTOTAL		\$11,762.00		

Budget Narrative

The District Attorney's Office will use these funds to improve the technological aspects of our paperless file system project—the District Attorney Portal (the Portal). The funds will be used to provide staff with laptops for faster and efficient access to documents and miscellaneous papers in the paperless cases on the Portal. Since we have progressed to a paperless file system with regard to all misdemeanor cases, the prosecutors are taking computers/laptops to court instead of paper files. In light of the great importance of the computers to the paperless file project, we would use the funds to provide accessories to the computers.

III. CITY OF EL PASO POLICE DEPARTMENT				
QTY	Item Description	Estimated Cost	Total Cost	Location / Justification
21	G3 Vision Mirror 40 GB DVR in Patrol Unit including installation.	\$4,695.00	\$98,595.00	EPPD Patrol Unit Vehicles
21	Interface (Ethernet) Cables	\$98.00	\$2,058.00	EPPD Patrol Unit Vehicles
21	Installation Labor – 9 hours @ \$65.00 per hour	\$585.00	\$12,285.00	EPPD Patrol Unit Vehicles
1	Shipping Costs	\$1,554.00	\$1,554.00	All regions
1	Shop Supplies	\$921.38	\$921.38	All regions
1	Partial payment for 1 additional - G3 Vision Mirror 40 GB DVR in Patrol Unit including installation.	\$2,209.62	\$2,209.62	EPPD Patrol Unit Vehicle
EPPD - SUBTOTAL			\$117,623.00	

Budget Narrative

The El Paso Police Department is seeking to purchase twenty two (22) Eyewitness G3 in-car video recorders to replace old MVR systems (VHS Cassette Tapes) and obsolete digital video (DVR) recorders currently used. The Eyewitness G3 video recorders will record at the highest level of resolution for digital recording and audio quality. In addition to the higher resolution, the DVR carries four video channels, secure media to authorized personnel, and two independent audio channels (all intergraded to the vehicle). The camera features day/night function to boost picture clarity, auto zoom for close video needs such as obtaining the license plates information, the capability of filtering noise volume and higher resolution image quality.

The total cost for the purchase of 21 Eyewitness G3 video recorder comes to \$115,413.38. With the remaining grant funds of \$2,209.62, the Department plans to make a partial payment on an additional Eyewitness G3 in Car Video Recorder.