

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

DEPARTMENT: Police
AGENDA DATE: August 25, 2015
CONTACT PERSON/PHONE: Michelle Gardner, Assistant Chief, 212-4301
DISTRICT(S) AFFECTED: All

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

SUBJECT:

That the City Manager be authorized to sign an Interlocal Agreement between the County of El Paso ("the County") and the City of El Paso ("the City") to submit a joint application to the Department of Justice – 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$222,683.00; and that the City Manager or designee be authorized to sign any grant-related paperwork, including all understandings and assurances contained therein, and accept, reject, alter, or terminate the resulting grant, authorize budget transfers, and submit necessary revisions to the operational plan. The funds received will be allocated to the County in the amount of \$111,341.00 and to the City in the amount of \$111,342.00. The County is the lead participating agency for the application and administration of the grant. No cash or in-kind match is required.

BACKGROUND / DISCUSSION:

The City portion of the funding will be used to purchase upgraded in-car video recording systems and associated supplies and equipment. This purchase will improve video quality, video recording management, and create efficiencies in processes associated with video recordings.

SELECTION SUMMARY:

N/A

PRIOR COUNCIL ACTION:

City Council approved an Interlocal Agreement for the FY15 JAG funds on July 29, 2014.

AMOUNT AND SOURCE OF FUNDING:

Account No: 533030 – 21230 – 321 – 2505 – P2104
Funding Source: Grant Funding
Amount: \$111,342.00

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:

by *AIC M Gardner*

RESOLUTION

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

That the City Manager 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 2015 Edward Byrne Memorial Justice Assistance Grant Program (JAG), in the amount of \$222,683.00. The funds received under the JAG program will be allocated 50% to the County of El Paso, Texas, \$111,341.00 and 50% to the City of El Paso, Texas, \$111,342.00.

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

ADOPTED this th day of 2015.

CITY OF EL PASO

Oscar Leeser
Mayor


ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Linda Samples
Assistant City Attorney

APPROVED AS TO CONTENT:

by 

Greg Allen
Chief of Police

THE STATE OF TEXAS §

KNOW ALL BY THESE PRESENT

COUNTY OF EL PASO §

**INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF EL PASO, TEXAS and THE CITY OF EL PASO, TEXAS
2015 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"), collectively ("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 2015 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 \$222,683.00 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 \$111,342.00
- County of El Paso \$111,341.00

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 2.

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 2.

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 2015 Byrne Justice Assistance Grant (JAG) Program and 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 FY2015 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 El Paso County of the State of Texas, 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.

No third party shall obtain a right by virtue of the Parties' execution of 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.

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

If any provision in this Agreement is declared or held invalid, illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as this Agreement remains consistent with the Parties' original intent.

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: _____

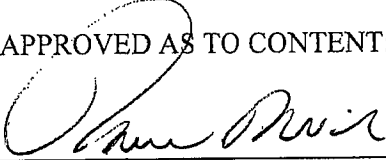
By: _____
Veronica Escobar
County Judge

ATTEST: _____
Delia Briones
County Clerk

APPROVED AS TO FORM:

Assistant County Attorney

APPROVED AS TO CONTENT:



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

CITY OF EL PASO

Dated: _____

By: _____
Tomàs Gonzalez
City Manager

ATTEST: _____
City Clerk

Approved as to form:

APPROVED AS TO CONTENT:

Assistant City Attorney

by *Michael McGowan*
Gregory Allen, Chief of Police
El Paso Police Department
City of El Paso, Texas

FY 2015 BUDGET and BUDGET NARRATIVE
Attachment 2

I. EL PASO COUNTY SHERIFF'S OFFICE				
QTY	Item Description	Estimated Cost	Location	Justification
1	FATS Hostile Fire Simulator with foam projectiles	\$8,105.00	Training Academy	Fire Arm Training Simulator (FATS) Digital System
1	Digital System Upgrade for Law Enforcement Training System	\$31,809.00	Training Academy	Fire Arm Training Simulator (FATS) Digital System
2	Glock, weapon simulator @ \$7,068.00 each	\$14,136.00	Training Academy	Fire Arm Training Simulator (FATS) Digital System
1	FATS Rifle weapon simulator	\$9,142.00	Training Academy	Fire Arm Training Simulator (FATS) Digital System
1	Shotgun-Pump Action weapon simulator	\$4,995.00	Training Academy	Fire Arm Training Simulator (FATS) Digital System
1	Magazine Adapter for Glock	\$1,800.00	Training Academy	Fire Arm Training Simulator (FATS) Digital System
1	Compressed Air Bottle Assembly	\$407.00	Training Academy	Fire Arm Training Simulator (FATS) Digital System
1	Magazine Adapter for Rifle	\$235.00	Training Academy	Fire Arm Training Simulator (FATS) Digital System
1	Installation & Training & Two Yr Warranty	\$14,785.00	Training Academy	Fire Arm Training Simulator (FATS) Digital System
30	Battery Pack for Tasers @ \$63.50 each	\$1,905.00	Training Academy	Tasers give Officers an alternative solution to lethal force.
470	Cartridges for 15' Tasers @ \$22.26 each	\$10,463.00	Training Academy	Tasers give Officers an alternative solution to lethal force.
100	Cartridges for 21' Tasers @ \$24.25 each	\$2,425.00	Training Academy	Tasers give Officers an alternative solution to lethal force.
EPCSO - SUBTOTAL		\$100,207.00		

Budget Narrative

The El Paso County Sheriff's Office will use a Fire Arm Training Simulator (FATS) Digital System would greatly enhance the Officer Survival Techniques of the Sheriff's Office Sworn Personnel. Due to budget and personnel time restraints, this system would allow the training staff more availability to train our personnel in areas of needed exposure. The system would allow us to train the Deputies and Detention Officers in the following areas:

- Shoot, Don't Shoot Scenarios
- Lowlight Conditions
- Multiple Officer Scenarios
- Documented Training
- Real-Time Feedback of Scenarios
- Debriefing and Teaching on How To React to Multiple Situations

This system would allow more training exposure in the levels of use of force. The instructors will have the immediate availability to evaluate how the personnel responded to and handled the different situational scenarios. This training tool will assist us in training our personnel to better handle unknown situations they may encounter and have the training experience to fall back on to help them safely handle the issues at hand.

The El Paso County Sheriff's Office Deputies and Detention Officers Carry TASER's. TASER's are viable force option when used correctly and in compliance with the Use of Force Continuum-Departmental POLICY. TASER gives the Officer an alternative solution to Lethal Force, TASER is a safe option. TASER is designed to use propelled wires or direct contact to conduct electrical charge to primarily affect motor functions and/or the sensory nervous system. The Cartridges are needed because we are currently running very low on supplies for both Training and Regular Jail and Patrol Functions.

All El Paso County Sheriff Officers that Carry CEW/TASER must go through a certification user course. During their Certification course each officer must deploy two cartridges in order to get certified through TASER international. After they get certified every officer must come back to the Academy to be Re-certified and must deploy two cartridges as-well. So that in-itself depletes are Cartridge supply just in Re-certifications/training.

Each CEW/TASER requires a Battery Pack-Digital Pulse Magazine/XPPM, each battery holds up to 196-5 second trigger pulls. An officer MUST spark test their TASER on a daily basis. When that is done it depletes the battery each time the officer pulls the trigger. The TASER must be spark tested to ensure that the TASER is working properly.

Due to Trainings, Spark Test Functions, and Daily Operations of the Officers our Batteries and Cartridges are low in supply.

II. DISTRICT ATTORNEY'S OFFICE				
QTY	Item Description	Estimated Cost	Location	Justification
1	Scanner-High Volume	\$6,975.00	DA's Office	Paperless file system for court cases
1	Adobe High Volume Scanner	\$449.00	DA's Office	Paperless file system for court cases
1	Specialty Scanner (ScanSnap SV600)	\$657.00	DA's Office	Paperless file system for court cases
1	Scanner – Canon DR-M160	\$933.00	DA's Office	Paperless file system for court cases
5	Desktop Scanner @ \$400.00 each	\$2,000.00	DA's Office	Paperless file system for court cases
1	Various Accessories (Cables, Cords, Mouse, etc.)	\$120.00	DA's Office	Paperless file system for court cases
	DA's – SUBTOTAL	\$11,134.00		

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 scanners (desktop; high volume; and specialty scanners) to allow for fast and efficient scanning of documents and miscellaneous papers into the paperless case on the Portal. In order for the Portal to provide accurate and reliable information on every case, material received by the office in paper form from whatever source—defense attorneys, other agencies, the courts, etc.--must be scanned into the case in a timely and reliable manner. The need for the staff to have access to scanners in a paperless case file environment is extremely important. In addition, 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 a portion of 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.	\$5,145.00	\$108,045.00	EPPD Patrol Unit Vehicles
1	Hard Drive Reader	\$165.00	\$165.00	Police Dept Headquarters Traffic Section
21	Interface (Ethernet) Cables	\$98.00	\$2,058.00	EPPD Patrol Unit Vehicles
1	Shipping Costs	\$500.00	\$500.00	All regions
1	Supplies and Accessories	\$574.00	\$574.00	Various Supplies/Accessories
EPPD – SUBTOTAL			\$111,342.00	

Budget Narrative

The El Paso Police Department (EPPD) is seeking the funding of the Edwards Byrne Memorial Justice Assistance Grant (JAG FY15) to purchase the following:

- 21 G3 Vision Mirror 40 GB hard drive video recorders
- Equipment: 21 Interface Ethernet cables
- Labor: Required labor to a local vendor to upgrade 21 patrol vehicles

This equipment will replace the old MVR systems (VHS Cassette Tapes) that are obsolete at a total cost of \$111,342.

These funds will insure our continued compliance with Texas requirements for all Texas Law Enforcement agencies to outfit vehicles with video and audio capabilities in regards to racial profiling standards. (Ref. House Bill 3389 & CCP article 2.132 which states all agencies are to be in compliance with the Texas State Laws concerning Racial Profiling). Additionally, it will improve our vehicle readiness by standardizing our recording systems. The said DVR is currently deployed on 160 marked patrol units.