

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

**DEPARTMENT:** Police

**AGENDA DATE:** October 30, 2018

**CONTACT PERSON/PHONE:** Assistant Chief Zina Silva, 212-4306

CITY CLERK DEPT.  
2018 OCT 18 PM 3:32

**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 2018 Edward Byrne Memorial Justice Assistance Grant Program (JAG), in the amount of \$220,208.00. The funds received under the JAG program will be allocated 50% to the County of El Paso, Texas, \$110,104.00 and 50% to the City of El Paso, Texas, \$110,104.00.

**BACKGROUND / DISCUSSION:**

The JAG agreement will be for the purchase portable radios and software that is required to operate on digital encrypted radio system.

**SELECTION SUMMARY:**

N/A

**PROTEST**

☐ No protest received for this requirement.

☐ Protest received.

**COUNCIL REPRESENTATIVE BRIEFING:**

Was a briefing provided? ☐ Yes or ☒ No Routine  
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:**

City Council approved the FY2017 JAG grant application on September 19, 2017.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**BOARD / COMMISSION ACTION:**

N/A

**\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\***

**DEPARTMENT HEAD:**

*A/c 381h 1798 for chief Gregory K Allen 12/16/18*

**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 2018 Edward Byrne Memorial Justice Assistance Grant Program (JAG), in the amount of \$220,208.00. The funds received under the JAG program will be allocated 50% to the County of El Paso, Texas, in the amount of \$110,104.00 and 50% to the City of El Paso, Texas, in the amount of \$110,104.00.

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 30 day of October 2018.

**CITY OF EL PASO**

\_\_\_\_\_  
Dee Margo  
Mayor

ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:



Oscar G. Gabaldón, Jr.  
Assistant City Attorney

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2018 OCT 18 PM 3:32

APPROVED AS TO CONTENT:



Greg Allen  
Chief of Police

**COUNTY of EL PASO, TEXAS  
JAG FY18  
INTERLOCAL AGREEMENT  
Attachment 11e.**

## **Interlocal Agreement**

**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  
2018 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 2018 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                      \$110,104.00
- County of El Paso                      \$110,104.00

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 2018 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 FY2018 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: \_\_\_\_\_  
Ruben J. Vogt  
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

**CITY OF EL PASO**


Dated: \_\_\_\_\_


By: \_\_\_\_\_  
Tomàs Gonzalez  
City Manager

ATTEST: \_\_\_\_\_  
City Clerk

Approved as to form:

APPROVED AS TO CONTENT:

  
Assistant City Attorney

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

CITY CLERK DEPT.  
2018 OCT 18 PM3:33

**FY 2018 BUDGET AND BUDGET NARRATIVE**  
**Attachment 2**

**El Paso County Sheriff's Office (EPCSO)**

<b>QTY</b>	<b>Item Description</b>	<b>Estimated Cost</b>	<b>Extended Price</b>
42	4G InMotion units	\$1,918.00	\$80,556.00
42	4G InMotion installation	\$370.00	\$15,540.00
2	Computer systems dedicated for NIBRS reporting - with accessories (i.e. monitors, cables, speakers)	\$1,498.80	\$2,997.60
		<b>EPSCO SUBTOTAL</b>	<b>\$99,093.60</b>

**EPCSO Budget Narrative**

The EPCSO is seeking to purchase 42 - 4G InMotion units and have them installed on their patrol vehicles. These units will replaced the outdated and inoperable 3G units that are now being phased out of service. All InMotion units must be on the 4G network by the end of 2019.

To facilitate the El Paso County Sheriff's Office transition to NIBRS crime reporting, \$2,997.60 will be allocated to purchase 2 computers, which will update the equipment currently used to process the Uniform Crime Report (UCR). The PCs to be used for NIBRS reporting will also be used to comply with the electronic transmission of the monthly NIBRS reports and NIBRS data to the Texas Transnational Intelligence Center (TTIC).

Total project costs are estimated at \$99,093.60.

**District Attorney's Office (DAO)**

<b>QTY</b>	<b>Item Description</b>	<b>Estimated Cost</b>	<b>Extended Price</b>
5	Computer/laptop/tablet	\$1,599.00	\$7,995.00
1	Desktop computer to assist with NIBRS compliance	\$1,599.00	\$1,599.00
6	Accessories for computer/laptop/tablet such as cables, extension cords, mouse, etc.	\$1,416.40	\$1,416.40
		<b>DAO SUBTOTAL</b>	<b>\$11,010.40</b>

### **DAO Budget Narrative**

In order for the DAO Portal to function as intended the office must equip lawyers with computer/laptops/tablets which allow access to the DAO Portal (the paperless file) as quickly as possible. Such technology must be advanced, fast, and portable to take to court. The DAO would use grant funds to purchase computers/laptops/tablets, as well as any needed computer/laptop/tablet accessories, for lawyers to use to access the DAO Portal both at the office and in court. The lawyers would use the computers to access and manage the cases they are prosecuting, thereby enhancing case management. Accessing the case file electronically offers greater security to the criminal records and criminal history information in our files because the information would be password protected and not lying in a paper file.

Three percent of this award will be dedicated for NIBRS compliance. The DAO will assist with NIBRS compliance by having a dedicated computer for the monitoring of NIBRS submission, overseeing both the SO and PD reporting.

Total project costs are estimated at **\$11,010.40**.

### **El Paso Police Department (EPPD)**

<b>QTY</b>	<b>Item Description</b>	<b>Estimated Cost</b>	<b>Total Cost</b>
27	APEX 6000 Portable Radio Package to include software and accessories	\$3,955.50	\$106,798.50
3	Computer systems dedicated for NIBRS reporting	\$1,101.83	\$3,305.50
	<b>EPPD SUBTOTAL</b>		<b>\$110,104.00</b>

### **EPPD Budget Narrative**

The El Paso Police Department (EPPD) is seeking to purchase 27 APEX 6000 portable radios. This will include the software and programming required to operate on a digital P-25 encrypted radio system. The portable radios will be utilized by members of the El Paso Police Department in activities pertaining to crime prevention, control, reduction, and enforcement of criminal law.

To facilitate the El Paso Police Department's transition to NIBRS crime reporting, \$3,305.50 will be allocated to purchase 3 computers, which will update the equipment currently used to process the Uniform Crime Report (UCR). The PCs to be used for NIBRS reporting will also be used to comply with the electronic transmission of the monthly NIBRS reports and NIBRS data to the Texas Transnational Intelligence Center (TTIC).

Total project costs are estimated at **\$110,104.00**.