

**INTERLOCAL AGREEMENT BETWEEN
EL PASO COUNTY
ON BEHALF OF
THE EL PASO COUNTY JUVENILE PROBATION DEPARTMENT
AND
THE BEXAR COUNTY JUVENILE PROBATION BOARD
TO PROVIDE VIDEO CONFERENCING EQUIPMENT
UNDER THE OFFICE OF THE GOVERNOR CRIMINAL JUSTICE DIVISION GRANT
UNDER TJPC STRATEGY NUMBER 3, PROBATION ASSISTANCE**

THIS AGREEMENT is made by and between El Paso County (hereinafter “COUNTY”) on behalf of the El Paso County Juvenile Probation Department (hereinafter “JPD”) and the Bexar County Juvenile Board (hereinafter “SUB-RECIPIENT”) under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code.

RECITALS

WHEREAS, the Office of the Governor Criminal Justice Division has made available funding to the Texas Juvenile Probation Commission under a grant maintained under TJPC Strategy Number 3, Probation Assistance (hereinafter referred to as “GRANT”) to facilitate statewide training initiatives through the installation of video conferencing equipment for various juvenile probation departments throughout the State of Texas; and

WHEREAS, the COUNTY received a one-time distribution of the funds derived from the GRANT for \$145,333.00, to facilitate the procurement of technology infrastructure and equipment for juvenile probation departments throughout the State of Texas to implement video conferencing technology from Data Projections (hereinafter “Vendor”) (See Attachment A); and

WHEREAS, the SUB-RECIPIENT agrees to receive and accept the equipment to implement video conferencing technology procured from the COUNTY under the GRANT; and

WHEREAS, the COUNTY, on behalf of the JPD, and the SUB-RECIPIENT are each local governments as defined in Texas Government Code, Section 791.003 and 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, on behalf of the JPD and the SUB-RECIPIENT recognize that a coordinated and consolidated effort in fiscal allocation to facilitate statewide training initiatives through the installation of video conferencing equipment to meet the needs of juvenile justice programs and initiatives will result in a cost savings and is in the best interest of the citizens of the COUNTY and the SUB-RECIPIENT; and

WHEREAS, the COUNTY on behalf of the JPD specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party; and

NOW THEREFORE, in consideration of the terms and conditions herein which fairly compensate the performing party, it is mutually agreed as follows:

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby the COUNTY on behalf of the JPD shall serve as the fiscal agent to facilitate the purchase and distribution of video conferencing equipment to promote statewide juvenile probation department training initiatives to designated counties throughout the State of Texas, to include the Bexar County Juvenile Probation Department under the GRANT.

B. DUTIES OF THE COUNTY ON BEHALF OF THE JPD

1. The JPD shall process invoices submitted by the SUB-RECIPIENT to confirm receipt of equipment directly from VENDOR and process payments made under the GRANT.
2. The JPD shall utilize GRANT funds to purchase the items listed in the attached purchase order from VENDOR for the SUB-RECIPIENT (See Attachment B).

C. DUTIES OF SUB-RECIPIENT

1. SUB-RECIPIENT shall submit invoices and receiving copy of purchase orders for the video conferencing equipment received from the VENDOR. Invoices and receiving copies of the purchase order must be signed by an authorized representative of the SUB-RECIPIENT and submitted to the JPD within five (5) working days of delivery and installation of equipment, but no later than August 31, 2011, whichever date is sooner; in order for the JPD to process payment to the VENDOR.
2. SUB-RECIPIENT will contact the VENDOR directly for any questions or service issues regarding the video conferencing equipment. SUB-RECIPIENT acknowledges that the COUNTY, the El Paso County Juvenile Board, and the JPD are not responsible for the delivery, installation, maintenance and services of VENDOR's video conferencing equipment and related technology. SUB-RECIPIENT acknowledges that my signing invoice and receiving copy of the purchase order that video conferencing equipment is the property of SUB-RECIPIENT.
3. SUB-RECIPIENT shall utilize video conferencing equipment only for the purposes as outlined by the GRANT.

D. TERM AND TERMINATION; NOTICE.

1. This Agreement shall be effective upon its execution by all parties and shall terminate when all video conferencing equipment awarded under the GRANT has been delivered and installed and SUB-RECIPIENT complies with the requirements under subsection C. 1. of this Agreement.

2. Any party may terminate this Agreement as of any date, by giving written notice, via certified return receipt requested, of such intent to the other party at least ten (10) days in advance, to the other Parties address as follows:

To the COUNTY: Veronica Escobar, County Judge
El Paso County Courthouse
500 E. San Antonio, Room 301
El Paso, Texas 79901

With a copy to the JPD: Roger Martinez, Chief Juvenile Probation Officer
El Paso County Juvenile Probation Department
6400 Delta Drive
El Paso, Texas 79905

To Bexar County JPD: David Reilly, Chief Juvenile Probation Officer
Bexar County Juvenile Probation Department
301 E. Mitchell Street
San Antonio, TX 78210

F. GENERAL TERMS AND CONDITIONS

1. Unless modified by law, the COUNTY and the SUB-RECIPIENT shall comply with all laws, regulations, government policies, in expending funds under this Agreement or the GRANT.
2. No Waiver of Immunity. Each Party reserves, and does not waive, its respective rights of immunity and similar rights and does not waive its rights under the applicable statutes. The parties to this Agreement, as governmental entities under the law of the State of Texas, retain their full sovereign and governmental immunity in executing this Agreement and performing any services hereunder. Nothing in this Agreement shall waive, limit or restrict either party's sovereign or governmental immunity to suit or damages. The parties further recognize that each is engaged exclusively in the provision of governmental services in each party's participation in this Agreement.
3. Legal Relationship; Liability. Nothing contained herein shall be construed as creating the relationship of employer and employee, or principal or agent, among the Parties. 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 Party or Parties.
4. Release of Liability. The COUNTY, El Paso County Juvenile Board, and the JPD are not responsible or liable for the delivery, installation, maintenance, warranties and services of VENDOR's video conferencing equipment and related technology. SUB-RECIPIENT acknowledges that all delivery,

installation, maintenance, services and warranties are the responsibility of the VENDOR and shall direct all inquiries to the VENDOR.

- 5. Amendments. This Agreement may be amended by mutual agreement of all Parties hereto in writing to be attached to and incorporated into this Agreement.
- 6. Legal Construction; Severability. In case anyone or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or un-enforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 7. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

IN WITNESS WHEREOF, the parties execute this agreement.

THE COUNTY OF EL PASO

Attest:

Hon. Veronica Escobar
County Judge

County Clerk

Date: _____

Approved As To Form for County

Asst. County Attorney

BEXAR COUNTY JUVENILE BOARD

By _____
Judge Laura Parker
Juvenile Board Chair

Date: _____

APPROVED AS TO CONTENT:

Roger Martinez
El Paso County JPD Chief JPO

David Reilly
Bexar County JPD Chief JPO

Date

Date

INVOICE TO:
 COUNTY AUDITORS OFFICE
 800 E. OVERLAND
 RM 406
 EL PASO

TX 79901-2407

EL PASO COUNTY PURCHASE ORDER



TEXAS
 EEO/APP

RECEIVING COPY

P.O. NO. PD1108507

REQ. NO. RQ1109358
 PAGE NO. 001
 BUYER: PLG
 DELIVERY DATE: 05/12/2011
 VENDOR NO: V023924
 INDEX: TJPCA2011
 SUB-OBJECT: 9300
 FOB POINT: DEST
 TERMS: NET 30

INCLUDE P.O. NO.
 ON ALL INVOICES

P.O. DATE: 04/28/2011

PUR. AGENT
 PITI VASQUEZ

COUNTY TAX ID
 74-6000762

SHIP TO:
 TINA MELENDEZ/MP
 JUVENILE JUSTICE CENTER
 6400 DELTA ST
 EL PASO TX 79905

ORDER FROM:
 DATA PROJECTIONS
 11500 METRIC BLVD. STE.320
 AUSTIN TX 78758

REMIT TO:
 DATA PROJECTIONS
 11500 METRIC BLVD. STE.320
 AUSTIN TX 78758

| QUANTITY/UNIT | COMMODITY DESCRIPTION | UNIT PRICE | AMOUNT |
|---------------|---|-------------|-----------|
| 1 BX | 1941 30000YO 11 COMPUTER VIDEO CONFERENC SYSTEM (SPECIFY) VIDEO CONFERENCING EQUIPMENT, TO INCLUDE 1 EA POL-7200-23130-001 HDX 7000 HD CODEC @ \$7823.18, 1 EA POL-4870-00408-136 PREMIER 24 X7 3 YEAR, HDX7000 SERIES @\$2535.00, 1 EA POL-2583-26914-001 POLYCOM MEDIA CART @\$1348.13, 1 EA POL-2583-62562-001 VBP 4350-E3 FIREWALL/ NAT UNIT @ \$1564.48, 1 EA POL-4870-00116-306 TOTAL COVERAGE PREMIER 3 YEAR VBP 4300 SERIES. @ \$620.00, 2 EA NEC-E551 PUBLIC DISPLAY MONITOR @ \$1396.39, 1 EA POL-2215-24143-001 EAGELEYE CAMERA/WALL/PANEL/SHELF @131.64, 1 POL-1456-10445-001 POWER CORD @ \$8.98, 1 POL-4870-00116-007 IMPLEMENTATION SERVICE @ \$2095.00, 1 DPI MATERIALS ALL CABLING, CONN & MISC @ \$125.00, 1 EA PROJECT MANAGEMENT @\$1150.00 DIR CONTRACT#SDD-844 | 20,194.1900 | 20,194.19 |
| 1 EA | 6817 0000B2 55 SERVICE-INSTALLATION (SPECIFY) ONSITE INSTALLATION SERVICE HDX 7000 SERIES (SEE VIDEO ENDPOINT INSTALLATION SERVICE DESCRIPTION FOR IMPORTANT WALL MOUNT INFORMATION CUSTOMER IS RESPONSIBLE FOR SECURING ANY WALL MOUNT BRACKETS TO FACILITY WALLS) POL-4870-00408-002 ***REPLACES RQ1109269*** DIR CONTRACT#SDD-844 PLEASE SHIP TO: BEXAR COUNTY JPD GENO BRABHAM 301 E. MITCHELL STREET SAN ANTONIO, TX 78210 PH: 210-335-1816 | 1,195.0000 | 1,195.00 |

Attachment "B"

EL PASO COUNTY PURCHASE ORDER

INVOICE TO:
 COUNTY AUDITORS OFFICE
 800 E. OVERLAND
 RM 406
 EL PASO TX 79901-2407



RECEIVING COPY

P.O. NO. P01108507

REQ. NO. RQ1109358
 PAGE NO. 002
 BUYER: PLG
 DELIVERY DATE: 05/12/2011
 VENDOR NO: V023924
 INDEX: TJPCA2011
 SUB-OBJECT: 9300
 FOB POINT: DEST
 TERMS: NET 30

INCLUDE P.O. NO.
 ON ALL INVOICES

P.O. DATE: 04/28/2011

PUR. AGENT
 PITI VASQUEZ

COUNTY TAX ID
 74-6000762

SHIP TO:
 TINA MELENDEZ/MP
 JUVENILE JUSTICE CENTER
 6400 DELTA ST

EL PASO TX 79905

ORDER FROM:
 DATA PROJECTIONS
 11500 METRIC BLVD. STE.320
 AUSTIN TX 78758

REMIT TO:
 DATA PROJECTIONS
 11500 METRIC BLVD. STE.320
 AUSTIN TX 78758

| QUANTITY/UNIT | COMMODITY DESCRIPTION | UNIT PRICE | AMOUNT |
|---------------|--|------------|------------------|
| | <p>=====>TOTAL:</p> <p>+ + + INCLUDE P.O. NO. ON ALL INVOICES + + +</p> | | <p>21,389.19</p> |

Attachment "B"

**INTERLOCAL AGREEMENT BETWEEN
EL PASO COUNTY
ON BEHALF OF
THE EL PASO COUNTY JUVENILE PROBATION DEPARTMENT
AND
THE CAMERON COUNTY JUVENILE PROBATION BOARD
TO PROVIDE VIDEO CONFERENCING EQUIPMENT
UNDER THE OFFICE OF THE GOVERNOR CRIMINAL JUSTICE DIVISION GRANT
UNDER TJPC STRATEGY NUMBER 3, PROBATION ASSISTANCE**

THIS AGREEMENT is made by and between El Paso County (hereinafter "COUNTY") on behalf of the El Paso County Juvenile Probation Department (hereinafter "JPD") and the Cameron County Juvenile Board (hereinafter "SUB-RECIPIENT") under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code.

RECITALS

WHEREAS, the Office of the Governor Criminal Justice Division has made available funding to the Texas Juvenile Probation Commission under a grant maintained under TJPC Strategy Number 3, Probation Assistance (hereinafter referred to as "GRANT") to facilitate statewide training initiatives through the installation of video conferencing equipment for various juvenile probation departments throughout the State of Texas; and

WHEREAS, the COUNTY received a one-time distribution of the funds derived from the GRANT for \$145,333.00, to facilitate the procurement of technology infrastructure and equipment for juvenile probation departments throughout the State of Texas to implement video conferencing technology from Data Projections (hereinafter "Vendor") (See Attachment A); and

WHEREAS, the SUB-RECIPIENT agrees to receive and accept the equipment to implement video conferencing technology procured from the COUNTY under the GRANT; and

WHEREAS, the COUNTY, on behalf of the JPD, and the SUB-RECIPIENT are each local governments as defined in Texas Government Code, Section 791.003 and 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, on behalf of the JPD and the SUB-RECIPIENT recognize that a coordinated and consolidated effort in fiscal allocation to facilitate statewide training initiatives through the installation of video conferencing equipment to meet the needs of juvenile justice programs and initiatives will result in a cost savings and is in the best interest of the citizens of the COUNTY and the SUB-RECIPIENT; and

WHEREAS, the COUNTY on behalf of the JPD specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party; and

NOW THEREFORE, in consideration of the terms and conditions herein which fairly compensate the performing party, it is mutually agreed as follows:

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby the COUNTY on behalf of the JPD shall serve as the fiscal agent to facilitate the purchase and distribution of video conferencing equipment to promote statewide juvenile probation department training initiatives to designated counties throughout the State of Texas, to include the Cameron County Juvenile Probation Department under the GRANT.

B. DUTIES OF THE COUNTY ON BEHALF OF THE JPD

1. The JPD shall process invoices submitted by the SUB-RECIPIENT to confirm receipt of equipment directly from VENDOR and process payments made under the GRANT.
2. The JPD shall utilize GRANT funds to purchase the items listed in the attached purchase order from VENDOR for the SUB-RECIPIENT (See Attachment B).

C. DUTIES OF SUB-RECIPIENT

1. SUB-RECIPIENT shall submit invoices and receiving copy of purchase orders for the video conferencing equipment received from the VENDOR. Invoices and receiving copies of the purchase order must be signed by an authorized representative of the SUB-RECIPIENT and submitted to the JPD within five (5) working days of delivery and installation of equipment, but no later than August 31, 2011, whichever date is sooner; in order for the JPD to process payment to the VENDOR.
2. SUB-RECIPIENT will contact the VENDOR directly for any questions or service issues regarding the video conferencing equipment. SUB-RECIPIENT acknowledges that the COUNTY, the El Paso County Juvenile Board, and the JPD are not responsible for the delivery, installation, maintenance and services of VENDOR's video conferencing equipment and related technology. SUB-RECIPIENT acknowledges that my signing invoice and receiving copy of the purchase order that video conferencing equipment is the property of SUB-RECIPIENT.
3. SUB-RECIPIENT shall utilize video conferencing equipment only for the purposes as outlined by the GRANT.

D. TERM AND TERMINATION; NOTICE.

1. This Agreement shall be effective upon its execution by all parties and shall terminate when all video conferencing equipment awarded under the GRANT has

been delivered and installed and SUB-RECIPIENT complies with the requirements under subsection C. 1. of this Agreement.

2. Any party may terminate this Agreement as of any date, by giving written notice, via certified return receipt requested, of such intent to the other party at least ten (10) days in advance, to the other Parties address as follows:

To the COUNTY: Veronica Escobar, County Judge
El Paso County Courthouse
500 E. San Antonio, Room 301
El Paso, Texas 79901

With a copy to the JPD: Roger Martinez, Chief Juvenile Probation Officer
El Paso County Juvenile Probation Department
6400 Delta Drive
El Paso, Texas 79905

To Cameron County JPD: Tommy Ramirez, Chief Juvenile Probation Officer
Cameron County Juvenile Probation Department
2601 Gholson Road
Waco, TX 76704

F. GENERAL TERMS AND CONDITIONS

1. Unless modified by law, the COUNTY and the SUB-RECIPIENT shall comply with all laws, regulations, government policies, in expending funds under this Agreement or the GRANT.
2. No Waiver of Immunity. Each Party reserves, and does not waive, its respective rights of immunity and similar rights and does not waive its rights under the applicable statutes. The parties to this Agreement, as governmental entities under the law of the State of Texas, retain their full sovereign and governmental immunity in executing this Agreement and performing any services hereunder. Nothing in this Agreement shall waive, limit or restrict either party's sovereign or governmental immunity to suit or damages. The parties further recognize that each is engaged exclusively in the provision of governmental services in each party's participation in this Agreement.
3. Legal Relationship; Liability. Nothing contained herein shall be construed as creating the relationship of employer and employee, or principal or agent, among the Parties. 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 Party or Parties.
4. Release of Liability. The COUNTY, El Paso County Juvenile Board, and the JPD are not responsible or liable for the delivery, installation, maintenance,

warranties and services of VENDOR's video conferencing equipment and related technology. SUB-RECIPIENT acknowledges that all delivery, installation, maintenance, services and warranties are the responsibility of the VENDOR and shall direct all inquiries to the VENDOR.

- 5. Amendments. This Agreement may be amended by mutual agreement of all Parties hereto in writing to be attached to and incorporated into this Agreement.
- 6. Legal Construction; Severability. In case anyone or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or un-enforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 7. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

IN WITNESS WHEREOF, the parties execute this agreement.

THE COUNTY OF EL PASO

Attest:

Hon. Veronica Escobar
County Judge

County Clerk

Date: _____

Approved As To Form for County

Asst. County Attorney

CAMERON COUNTY JUVENILE BOARD

By _____
Insert name
Insert title

Date: _____

APPROVED AS TO CONTENT:

Roger Martinez
El Paso County JPD Chief JPO

Tommy Ramirez
Cameron County JPD Chief JPO

Date

Date

INVOICE TO:
 COUNTY AUDITORS OFFICE
 800 E. OVERLAND
 RM 406
 EL PASO

TX 79901-2407

EL PASO COUNTY PURCHASE ORDER



RECEIVING COPY

P.O. NO. P01108514

REQ. NO.
 PAGE NO.
 BUYER:

RQ1109371
 001
 PLG

INCLUDE P.O. NO.
 ON ALL INVOICES

DELIVERY DATE:

05/12/2011 P.O. DATE: 04/28/2011

VENDOR NO:

VO23924

INDEX:

TJPCA2011

SUB-OBJECT:

9300

FOB POINT:

DEST

TERMS:

NET 30

PUR. AGENT
 PITI VASQUEZ

SHIP TO:
 TINA MELENDEZ/MP
 JUVENILE JUSTICE CENTER
 6400 DELTA ST

EL PASO TX 79905

ORDER FROM:
 DATA PROJECTIONS
 11500 METRIC BLVD. STE.320

AUSTIN TX 78758

REMIT TO:
 DATA PROJECTIONS
 11500 METRIC BLVD. STE.320

AUSTIN TX 78758

COUNTY TAX ID
 74-6000762

| QUANTITY/UNIT | COMMODITY DESCRIPTION | UNIT PRICE | AMOUNT |
|---------------|--|-------------|-----------|
| 1 BX | 1941 30000YO 11 COMPUTER VIDEO CONFERENC SYSTEM (SPECIFY) VIDEO CONFERENCING EQUIPMENT, TO INCLUDE 1 EA POL-7200-23130-001 HDX 7000 HD CODEC @ \$7823.18, 1 EA POL-4870-00408-136 PREMIER 24 X7 3 YEAR, HDX7000 SERIES @\$2535.00, 1 EA POL-2583-26914-001 POLYCOM MEDIA CART @\$1348.13, 1 EA PDL-2583-62562-001 VBP 4350-E3 FIREWALL/ NAT UNIT @ \$1564.48, 1 EA POL-4870-00116-306 TOTAL COVERAGE PREMIER 3 YEAR VBP 4300 SERIES. @ \$620.00, 2 EA NEC-E551 PUBLIC DISPLAY MONITOR @ \$1396.39, 1 EA POL-2215-24143-001 EAGELEYE CAMERA/WALL/PANEL/SHELF @ \$131.64, 1 POL-1456-10445-001 POWER CORD @ \$8.98, 1 POL-4870-00116-007 IMPLEMENTATION SERVICE @ \$2095.00, 1 DPI MATERIALS ALL CABLING, CONN & MISC @ \$125.00, 1 EA PROJECT MANAGEMENT @\$1150.00 DIR CONTRACT#SDD-844 | 20,194.1900 | 20,194.19 |
| 1 EA | 6817 00000B2 55 SERVICE-INSTALLATION (SPECIFY) ONSITE INSTALLATION SERVICE HDX 7000 SERIES (SEE VIDEO ENDPOINT INSTALLATION SERVICE DESCRIPTION FOR IMPORTANT WALL MOUNT INFORMATION CUSTOMER IS RESPONSIBLE FOR SECURING ANY WALL MOUNT BRACKETS TO FACILITY WALLS) POL-4870-00408-002 ***REPLACES RQ1109273*** DIR CONTRACT#SDD-844 PLEASE SHIP TO: CAMERON COUNTY JPD MARIO DAVILA 650 EAST HWY 77 SAN BENITO, TX 78586 PH: 956-361-8237 | 1,195.0000 | 1,195.00 |

Attachment "B"

INVOICE TO:
 COUNTY AUDITORS OFFICE
 800 E. OVERLAND
 RM 406
 EL PASO

TX 79901-2407

EL PASO COUNTY PURCHASE ORDER



TEXAS
 EEO/APP

RECEIVING COPY

P.O. NO. P01108514

REQ. NO.
 PAGE NO.
 BUYER:

RQ1109371
 002
 PLG

INCLUDE P.O. NO.
 ON ALL INVOICES

DELIVERY DATE:
 VENDOR NO:
 INDEX:
 SUB-OBJECT:
 FOB POINT:

05/12/2011
 V023924
 TJPCA2011
 9300
 DEST

P.O. DATE: 04/28/2011

TERMS:

NET 30

PUR. AGENT
 PITI VASQUEZ

COUNTY TAX ID
 74-6000762

SHIP TO:
 TINA MELENDEZ/MP
 JUVENILE JUSTICE CENTER
 6400 DELTA ST

EL PASO TX 79905

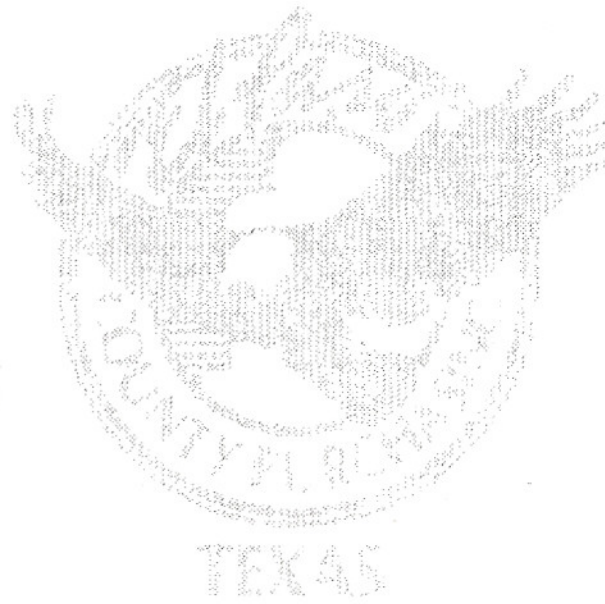
ORDER FROM:
 DATA PROJECTIONS
 11500 METRIC BLVD. STE.320

AUSTIN TX 78758

REMIT TO:
 DATA PROJECTIONS
 11500 METRIC BLVD. STE.320

AUSTIN TX 78758

| QUANTITY/UNIT | COMMODITY DESCRIPTION | UNIT PRICE | AMOUNT |
|---------------|--|------------|-----------|
| | =====>TOTAL: | | 21,389.19 |
| | + + + INCLUDE P.O. NO. ON ALL INVOICES + + + | | |



Attachment "B"

**INTERLOCAL AGREEMENT BETWEEN
EL PASO COUNTY
ON BEHALF OF
THE EL PASO COUNTY JUVENILE PROBATION DEPARTMENT
AND
THE MCLENNAN COUNTY JUVENILE PROBATION BOARD
TO PROVIDE VIDEO CONFERENCING EQUIPMENT
UNDER THE OFFICE OF THE GOVERNOR CRIMINAL JUSTICE DIVISION GRANT
UNDER TJPC STRATEGY NUMBER 3, PROBATION ASSISTANCE**

THIS AGREEMENT is made by and between El Paso County (hereinafter "COUNTY") on behalf of the El Paso County Juvenile Probation Department (hereinafter "JPD") and the McLennan County Juvenile Board (hereinafter "SUB-RECIPIENT") under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code.

RECITALS

WHEREAS, the Office of the Governor Criminal Justice Division has made available funding to the Texas Juvenile Probation Commission under a grant maintained under TJPC Strategy Number 3, Probation Assistance (hereinafter referred to as "GRANT") to facilitate statewide training initiatives through the installation of video conferencing equipment for various juvenile probation departments throughout the State of Texas; and

WHEREAS, the COUNTY received a one-time distribution of the funds derived from the GRANT for \$145,333.00, to facilitate the procurement of technology infrastructure and equipment for juvenile probation departments throughout the State of Texas to implement video conferencing technology from Data Projections (hereinafter "Vendor") (See Attachment A); and

WHEREAS, the SUB-RECIPIENT agrees to receive and accept the equipment to implement video conferencing technology procured from the COUNTY under the GRANT; and

WHEREAS, the COUNTY, on behalf of the JPD, and the SUB-RECIPIENT are each local governments as defined in Texas Government Code, Section 791.003 and 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, on behalf of the JPD and the SUB-RECIPIENT recognize that a coordinated and consolidated effort in fiscal allocation to facilitate statewide training initiatives through the installation of video conferencing equipment to meet the needs of juvenile justice programs and initiatives will result in a cost savings and is in the best interest of the citizens of the COUNTY and the SUB-RECIPIENT; and

WHEREAS, the COUNTY on behalf of the JPD specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party; and

NOW THEREFORE, in consideration of the terms and conditions herein which fairly compensate the performing party, it is mutually agreed as follows:

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby the COUNTY on behalf of the JPD shall serve as the fiscal agent to facilitate the purchase and distribution of video conferencing equipment to promote statewide juvenile probation department training initiatives to designated counties throughout the State of Texas, to include the McLennan County Juvenile Probation Department under the GRANT.

B. DUTIES OF THE COUNTY ON BEHALF OF THE JPD

1. The JPD shall process invoices submitted by the SUB-RECIPIENT to confirm receipt of equipment directly from VENDOR and process payments made under the GRANT.
2. The JPD shall utilize GRANT funds to purchase the items listed in the attached purchase order from VENDOR for the SUB-RECIPIENT (See Attachment B).

C. DUTIES OF SUB-RECIPIENT

1. SUB-RECIPIENT shall submit invoices and receiving copy of purchase orders for the video conferencing equipment received from the VENDOR. Invoices and receiving copies of the purchase order must be signed by an authorized representative of the SUB-RECIPIENT and submitted to the JPD within five (5) working days of delivery and installation of equipment, but no later than August 31, 2011, whichever date is sooner; in order for the JPD to process payment to the VENDOR.
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3. SUB-RECIPIENT shall utilize video conferencing equipment only for the purposes as outlined by the GRANT.

D. TERM AND TERMINATION; NOTICE.

1. This Agreement shall be effective upon its execution by all parties and shall terminate when all video conferencing equipment awarded under the GRANT has

been delivered and installed and SUB-RECIPIENT complies with the requirements under subsection C. 1. of this Agreement.

2. Any party may terminate this Agreement as of any date, by giving written notice, via certified return receipt requested, of such intent to the other party at least ten (10) days in advance, to the other Parties address as follows:

To the COUNTY: Veronica Escobar, County Judge
El Paso County Courthouse
500 E. San Antonio, Room 301
El Paso, Texas 79901

With a copy to the JPD: Roger Martinez, Chief Juvenile Probation Officer
El Paso County Juvenile Probation Department
6400 Delta Drive
El Paso, Texas 79905

To McLennan County JPD: Robert Campos, Chief Juvenile Probation Officer
McLennan County Juvenile Probation Department
2601 Gholson Road
Waco, TX 76704

F. GENERAL TERMS AND CONDITIONS

1. Unless modified by law, the COUNTY and the SUB-RECIPIENT shall comply with all laws, regulations, government policies, in expending funds under this Agreement or the GRANT.
2. No Waiver of Immunity. Each Party reserves, and does not waive, its respective rights of immunity and similar rights and does not waive its rights under the applicable statutes. The parties to this Agreement, as governmental entities under the law of the State of Texas, retain their full sovereign and governmental immunity in executing this Agreement and performing any services hereunder. Nothing in this Agreement shall waive, limit or restrict either party's sovereign or governmental immunity to suit or damages. The parties further recognize that each is engaged exclusively in the provision of governmental services in each party's participation in this Agreement.
3. Legal Relationship; Liability. Nothing contained herein shall be construed as creating the relationship of employer and employee, or principal or agent, among the Parties. 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 Party or Parties.
4. Release of Liability. The COUNTY, El Paso County Juvenile Board, and the JPD are not responsible or liable for the delivery, installation, maintenance,

warranties and services of VENDOR's video conferencing equipment and related technology. SUB-RECIPIENT acknowledges that all delivery, installation, maintenance, services and warranties are the responsibility of the VENDOR and shall direct all inquiries to the VENDOR.

- 5. Amendments. This Agreement may be amended by mutual agreement of all Parties hereto in writing to be attached to and incorporated into this Agreement.
- 6. Legal Construction; Severability. In case anyone or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or un-enforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 7. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

IN WITNESS WHEREOF, the parties execute this agreement.

THE COUNTY OF EL PASO

Attest:

Hon. Veronica Escobar
County Judge

County Clerk

Date: _____

Approved As To Form for County

Asst. County Attorney

MCLENNAN COUNTY JUVENILE BOARD

By _____
Insert name
Insert title

Date: _____

APPROVED AS TO CONTENT:

Roger Martinez
El Paso County JPD Chief JPO

Robert Campos
McLennan County JPD Chief JPO

Date

Date

INVOICE TO:
 COUNTY AUDITORS OFFICE
 800 E. OVERLAND
 RM 406
 EL PASO

TX 79901-2407

EL PASO COUNTY PURCHASE ORDER



RECEIVING COPY

P.O. NO. P01108477

REQ. NO.
 PAGE NO.
 BUYER:
 DELIVERY DATE:
 VENDOR NO:
 INDEX:
 SUB-OBJECT:
 FOB POINT:
 TERMS:

RQ1109307
 001
 PLG
 05/11/2011 P.O. DATE: 04/27/2011
 V023924
 TJPCA2011
 9300
 DEST
 NET 30

INCLUDE P.O. NO.
 ON ALL INVOICES

SHIP TO:
 TINA MELENDEZ/MP
 JUVENILE JUSTICE CENTER
 6400 DELTA ST

EL PASO

TX 79905 2420

ORDER FROM:
 DATA PROJECTIONS
 11500 METRIC BLVD. STE.320

AUSTIN

TX 78758

REMIT TO:
 DATA PROJECTIONS
 11500 METRIC BLVD. STE.320

AUSTIN

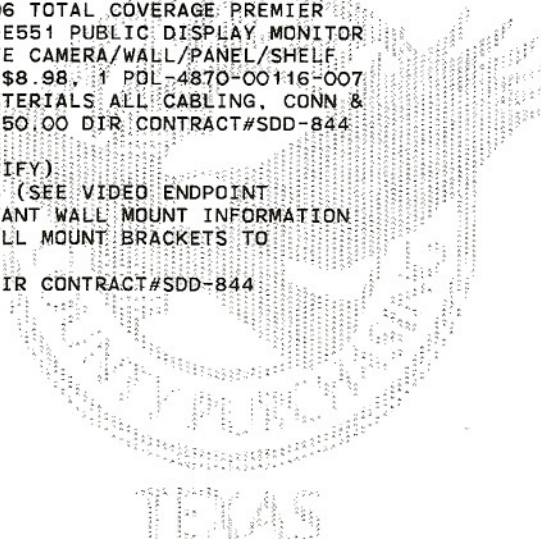
TX 78758

PUR. AGENT
 PITI VASQUEZ

COUNTY TAX ID
 74-6000762

Attachment "B"

| QUANTITY/UNIT | COMMODITY DESCRIPTION | UNIT PRICE | AMOUNT |
|--|---|-------------|-----------|
| 1 BX | 1941 30000YO 11 COMPUTER VIDEO CONFERENC SYSTEM (SPECIFY) VIDEO CONFERENCING EQUIPMENT, TO INCLUDE 1 EA POL-7200-29025-001 HDX 6000 HD CODEC @ \$4693.59, 1 EA POL-4870-00584-136 PREMIER 24 X7 3 YEAR, HDX6000 SERIES @\$1770.00, 1 EA POL-2583-26914-001 POLYCOM MEDIA CART @\$1348.13, 1 EA POL-2583-62562-001 VBP 4350-E3 FIREWALL/ NAT UNIT @ \$1564.48, 1 EA POL-4870-00116-306 TOTAL COVERAGE PREMIER 3 YEAR VBP 4300 SERIES. @ \$620.00, 1 EA NEC-E551 PUBLIC DISPLAY MONITOR @ \$1396.39, 1 EA POL-2215-24143-001 EAGELEYE CAMERA/WALL/PANEL/SHELF @ \$131.64, 1 PDL-1456-10445-001 POWER CORD @ \$8.98, 1 PDL-4870-00116-007 IMPLEMENTATION SERVICE @ \$2095.00, 1 DPI MATERIALS ALL CABLING, CONN & MISC @ \$125.00, 1 EA PROJECT MANAGEMENT @\$1150.00 DIR CONTRACT#SDD-844 | 14,903.2100 | 14,903.21 |
| 1 EA | 6817 00000B2 55 SERVICE-INSTALLATION (SPECIFY) ONSITE INSTALLATION SERVICE HDX 6000 SERIES (SEE VIDEO ENDPOINT INSTALLATION SERVICE DESCRIPTION FOR IMPORTANT WALL MOUNT INFORMATION CUSTOMER IS RESPONSIBLE FOR SECURING ANY WALL MOUNT BRACKETS TO FACILITY WALLS) POL-4870-00584-002 ***REPLACES RQ1109207*** DIR CONTRACT#SDD-844 PLEASE SHIP TO: MCCLENNAN COUNTY JPD TERI MERLINO 2601 GHOLSON RD. WACO, TX 76704 PH: 254-759-5708 | 1,195.0000 | 1,195.00 |
| *****> TOTAL: | | | 16,098.21 |
| + + + INCLUDE P.O. NO. ON ALL INVOICES + + + | | | |



**INTERLOCAL AGREEMENT BETWEEN
EL PASO COUNTY
ON BEHALF OF
THE EL PASO COUNTY JUVENILE PROBATION DEPARTMENT
AND
THE NUECES COUNTY JUVENILE PROBATION BOARD
TO PROVIDE VIDEO CONFERENCING EQUIPMENT
UNDER THE OFFICE OF THE GOVERNOR CRIMINAL JUSTICE DIVISION GRANT
UNDER TJPC STRATEGY NUMBER 3, PROBATION ASSISTANCE**

THIS AGREEMENT is made by and between El Paso County (hereinafter "COUNTY") on behalf of the El Paso County Juvenile Probation Department (hereinafter "JPD") and the Nueces County Juvenile Board (hereinafter "SUB-RECIPIENT") under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code.

RECITALS

WHEREAS, the Office of the Governor Criminal Justice Division has made available funding to the Texas Juvenile Probation Commission under a grant maintained under TJPC Strategy Number 3, Probation Assistance (hereinafter referred to as "GRANT") to facilitate statewide training initiatives through the installation of video conferencing equipment for various juvenile probation departments throughout the State of Texas; and

WHEREAS, the COUNTY received a one-time distribution of the funds derived from the GRANT for \$145,333.00, to facilitate the procurement of technology infrastructure and equipment for juvenile probation departments throughout the State of Texas to implement video conferencing technology from Data Projections (hereinafter "Vendor") (See Attachment A); and

WHEREAS, the SUB-RECIPIENT agrees to receive and accept the equipment to implement video conferencing technology procured from the COUNTY under the GRANT; and

WHEREAS, the COUNTY, on behalf of the JPD, and the SUB-RECIPIENT are each local governments as defined in Texas Government Code, Section 791.003 and 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, on behalf of the JPD and the SUB-RECIPIENT recognize that a coordinated and consolidated effort in fiscal allocation to facilitate statewide training initiatives through the installation of video conferencing equipment to meet the needs of juvenile justice programs and initiatives will result in a cost savings and is in the best interest of the citizens of the COUNTY and the SUB-RECIPIENT; and

WHEREAS, the COUNTY on behalf of the JPD specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party; and

NOW THEREFORE, in consideration of the terms and conditions herein which fairly compensate the performing party, it is mutually agreed as follows:

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby the COUNTY on behalf of the JPD shall serve as the fiscal agent to facilitate the purchase and distribution of video conferencing equipment to promote statewide juvenile probation department training initiatives to designated counties throughout the State of Texas, to include the Nueces County Juvenile Probation Department under the GRANT.

B. DUTIES OF THE COUNTY ON BEHALF OF THE JPD

1. The JPD shall process invoices submitted by the SUB-RECIPIENT to confirm receipt of equipment directly from VENDOR and process payments made under the GRANT.
2. The JPD shall utilize GRANT funds to purchase the items listed in the attached purchase order from VENDOR for the SUB-RECIPIENT (See Attachment B).

C. DUTIES OF SUB-RECIPIENT

1. SUB-RECIPIENT shall submit invoices and receiving copy of purchase orders for the video conferencing equipment received from the VENDOR. Invoices and receiving copies of the purchase order must be signed by an authorized representative of the SUB-RECIPIENT and submitted to the JPD within five (5) working days of delivery and installation of equipment, but no later than August 31, 2011, whichever date is sooner; in order for the JPD to process payment to the VENDOR.
2. SUB-RECIPIENT will contact the VENDOR directly for any questions or service issues regarding the video conferencing equipment. SUB-RECIPIENT acknowledges that the COUNTY, the El Paso County Juvenile Board, and the JPD are not responsible for the delivery, installation, maintenance and services of VENDOR's video conferencing equipment and related technology. SUB-RECIPIENT acknowledges that my signing invoice and receiving copy of the purchase order that video conferencing equipment is the property of SUB-RECIPIENT.
3. SUB-RECIPIENT shall utilize video conferencing equipment only for the purposes as outlined by the GRANT.

D. TERM AND TERMINATION; NOTICE.

1. This Agreement shall be effective upon its execution by all parties and shall terminate when all video conferencing equipment awarded under the GRANT has been delivered and installed and SUB-RECIPIENT complies with the requirements under subsection C. 1. of this Agreement.

2. Any party may terminate this Agreement as of any date, by giving written notice, via certified return receipt requested, of such intent to the other party at least ten (10) days in advance, to the other Parties address as follows:

To the COUNTY: Veronica Escobar, County Judge
El Paso County Courthouse
500 E. San Antonio, Room 301
El Paso, Texas 79901

With a copy to the JPD: Roger Martinez, Chief Juvenile Probation Officer
El Paso County Juvenile Probation Department
6400 Delta Drive
El Paso, Texas 79905

To Nueces County JPD: Homer Flores, Chief Juvenile Probation Officer
Nueces County Juvenile Probation Department
2310 Gollihar
Corpus Christi, TX 78415

F. GENERAL TERMS AND CONDITIONS

1. Unless modified by law, the COUNTY and the SUB-RECIPIENT shall comply with all laws, regulations, government policies, in expending funds under this Agreement or the GRANT.
2. No Waiver of Immunity. Each Party reserves, and does not waive, its respective rights of immunity and similar rights and does not waive its rights under the applicable statutes. The parties to this Agreement, as governmental entities under the law of the State of Texas, retain their full sovereign and governmental immunity in executing this Agreement and performing any services hereunder. Nothing in this Agreement shall waive, limit or restrict either party's sovereign or governmental immunity to suit or damages. The parties further recognize that each is engaged exclusively in the provision of governmental services in each party's participation in this Agreement.
3. Legal Relationship; Liability. Nothing contained herein shall be construed as creating the relationship of employer and employee, or principal or agent, among the Parties. 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 Party or Parties.
4. Release of Liability. The COUNTY, El Paso County Juvenile Board, and the JPD are not responsible or liable for the delivery, installation, maintenance, warranties and services of VENDOR's video conferencing equipment and related technology. SUB-RECIPIENT acknowledges that all delivery,

installation, maintenance, services and warranties are the responsibility of the VENDOR and shall direct all inquiries to the VENDOR.

- 5. Amendments. This Agreement may be amended by mutual agreement of all Parties hereto in writing to be attached to and incorporated into this Agreement.
- 6. Legal Construction; Severability. In case anyone or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or un-enforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 7. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

IN WITNESS WHEREOF, the parties execute this agreement.

THE COUNTY OF EL PASO

Attest:

Hon. Veronica Escobar
County Judge

County Clerk

Date: _____

Approved As To Form for County

Asst. County Attorney

NUECES COUNTY JUVENILE BOARD

By _____

Insert name

Insert title

Date: _____

APPROVED AS TO CONTENT:

Roger Martinez
El Paso County JPD Chief JPO

Homer Flores
Nueces County JPD Chief JPO

Date

Date

INVOICE TO:
 COUNTY AUDITORS OFFICE
 800 E. OVERLAND
 RM 406
 EL PASO

TX 79901-2407

EL PASO COUNTY PURCHASE ORDER



TEXAS
 EED/APP

RECEIVING COPY

P.O. NO. P01108478

INCLUDE P.O. NO.

ON ALL INVOICES

REQ. NO. RQ1109310
 PAGE NO. 001
 BUYER: PLG
 DELIVERY DATE: 05/11/2011 P.O. DATE: 04/27/2011
 VENDOR NO: V023924
 INDEX: TJPCA2011
 SUB-OBJECT: 9300
 FOB POINT: DEST
 TERMS: NET 30

PUR. AGENT
 PITI VASQUEZ

COUNTY TAX ID
 74-6000762

SHIP TO:
 TINA MELENDEZ/MP
 JUVENILE JUSTICE CENTER
 6400 DELTA ST

EL PASO TX 79905 2420

ORDER FROM:
 DATA PROJECTIONS
 11500 METRIC BLVD. STE.320

AUSTIN TX 78758

REMIT TO:
 DATA PROJECTIONS
 11500 METRIC BLVD. STE.320

AUSTIN TX 78758

| QUANTITY/UNIT | COMMODITY DESCRIPTION | UNIT PRICE | AMOUNT |
|--|---|-------------|-----------|
| 1 BX | 1941 30000YO 11 COMPUTER VIDEO CONFERENC SYSTEM (SPECIFY) VIDEO CONFERENCING EQUIPMENT, TO INCLUDE 1 EA POL-7200-29025-001 HDX 6000 HD CODEC @ \$4693.59, 1 EA POL-4870-00584-136 PREMIER 24 X7 3 YEAR, HDX6000 SERIES @\$1770.00, 1 EA POL-2583-26914-001 POLYCOM MEDIA CART @\$1348.13, 1 EA POL-2583-62562-001 VBP 4350-E3 FIREWALL/ NAT UNIT @ \$1564.48, 1 EA POL-4870-00116-306 TOTAL COVERAGE PREMIER 3 YEAR VBP 4300 SERIES. @ \$620.00, 1 EA NEC-E551 PUBLIC DISPLAY MONITOR @ \$1396.39, 1 EA POL-2215-24143-001 EAGELEYE CAMERA/WALL/PANEL/SHELF @ \$131.64, 1 POL-1456-10445-001 POWER CORD @ \$8.98, 1 POL-4870-00116-007 IMPLEMENTATION SERVICE @ \$2095.00, 1 DPI MATERIALS ALL CABLING, CONN & MISC @ \$125.00, 1 EA PROJECT MANAGEMENT @\$1150.00 DIR CONTRACT#SDD-844 | 14,903.2100 | 14,903.21 |
| 1 EA | 6817 00000B2 55 SERVICE-INSTALLATION (SPECIFY) ONSITE INSTALLATION SERVICE HDX 6000 SERIES (SEE VIDED ENDPOINT INSTALLATION SERVICE DESCRIPTION FOR IMPORTANT WALL MOUNT INFORMATION CUSTOMER IS RESPONSIBLE FOR SECURING ANY WALL MOUNT BRACKETS TO FACILITY WALLS) POL-4870-00584-002 ***REPLACES RQ1109209*** DIR CONTRACT#SDD-844 PLEASE SHIP TO: NUECES COUNTY JPD DAVID M. GILLESPIE 2310 GOLLIHAR CORPUS CHRISTI, TX 78415 PH: 361-561-6084 | 1,195.0000 | 1,195.00 |
| *****>>> TOTAL: | | | 16,098.21 |
| + + + INCLUDE P.O. NO. ON ALL INVOICES + + + | | | |

Attachment "B"

**INTERLOCAL AGREEMENT BETWEEN
EL PASO COUNTY
ON BEHALF OF
THE EL PASO COUNTY JUVENILE PROBATION DEPARTMENT
AND
THE RANDALL COUNTY JUVENILE PROBATION BOARD
TO PROVIDE VIDEO CONFERENCING EQUIPMENT
UNDER THE OFFICE OF THE GOVERNOR CRIMINAL JUSTICE DIVISION GRANT
UNDER TJPC STRATEGY NUMBER 3, PROBATION ASSISTANCE**

THIS AGREEMENT is made by and between El Paso County (hereinafter "COUNTY") on behalf of the El Paso County Juvenile Probation Department (hereinafter "JPD") and the Randall County Juvenile Board (hereinafter "SUB-RECIPIENT") under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code.

RECITALS

WHEREAS, the Office of the Governor Criminal Justice Division has made available funding to the Texas Juvenile Probation Commission under a grant maintained under TJPC Strategy Number 3, Probation Assistance (hereinafter referred to as "GRANT") to facilitate statewide training initiatives through the installation of video conferencing equipment for various juvenile probation departments throughout the State of Texas; and

WHEREAS, the COUNTY received a one-time distribution of the funds derived from the GRANT for \$145,333.00, to facilitate the procurement of technology infrastructure and equipment for juvenile probation departments throughout the State of Texas to implement video conferencing technology from Data Projections (hereinafter "Vendor") (See Attachment A); and

WHEREAS, the SUB-RECIPIENT agrees to receive and accept the equipment to implement video conferencing technology procured from the COUNTY under the GRANT; and

WHEREAS, the COUNTY, on behalf of the JPD, and the SUB-RECIPIENT are each local governments as defined in Texas Government Code, Section 791.003 and 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, on behalf of the JPD and the SUB-RECIPIENT recognize that a coordinated and consolidated effort in fiscal allocation to facilitate statewide training initiatives through the installation of video conferencing equipment to meet the needs of juvenile justice programs and initiatives will result in a cost savings and is in the best interest of the citizens of the COUNTY and the SUB-RECIPIENT; and

WHEREAS, the COUNTY on behalf of the JPD specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party; and

NOW THEREFORE, in consideration of the terms and conditions herein which fairly compensate the performing party, it is mutually agreed as follows:

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby the COUNTY on behalf of the JPD shall serve as the fiscal agent to facilitate the purchase and distribution of video conferencing equipment to promote statewide juvenile probation department training initiatives to designated counties throughout the State of Texas, to include the Randall County Juvenile Probation Department under the GRANT.

B. DUTIES OF THE COUNTY ON BEHALF OF THE JPD

1. The JPD shall process invoices submitted by the SUB-RECIPIENT to confirm receipt of equipment directly from VENDOR and process payments made under the GRANT.
2. The JPD shall utilize GRANT funds to purchase the items listed in the attached purchase order from VENDOR for the SUB-RECIPIENT (See Attachment B).

C. DUTIES OF SUB-RECIPIENT

1. SUB-RECIPIENT shall submit invoices and receiving copy of purchase orders for the video conferencing equipment received from the VENDOR. Invoices and receiving copies of the purchase order must be signed by an authorized representative of the SUB-RECIPIENT and submitted to the JPD within five (5) working days of delivery and installation of equipment, but no later than August 31, 2011, whichever date is sooner; in order for the JPD to process payment to the VENDOR.
2. SUB-RECIPIENT will contact the VENDOR directly for any questions or service issues regarding the video conferencing equipment. SUB-RECIPIENT acknowledges that the COUNTY, the El Paso County Juvenile Board, and the JPD are not responsible for the delivery, installation, maintenance and services of VENDOR's video conferencing equipment and related technology. SUB-RECIPIENT acknowledges that my signing invoice and receiving copy of the purchase order that video conferencing equipment is the property of SUB-RECIPIENT.
3. SUB-RECIPIENT shall utilize video conferencing equipment only for the purposes as outlined by the GRANT.

D. TERM AND TERMINATION; NOTICE.

1. This Agreement shall be effective upon its execution by all parties and shall terminate when all video conferencing equipment awarded under the GRANT has been delivered and installed and SUB-RECIPIENT complies with the requirements under subsection C. 1. of this Agreement.

2. Any party may terminate this Agreement as of any date, by giving written notice, via certified return receipt requested, of such intent to the other party at least ten (10) days in advance, to the other Parties address as follows:

To the COUNTY: Veronica Escobar, County Judge
El Paso County Courthouse
500 E. San Antonio, Room 301
El Paso, Texas 79901

With a copy to the JPD: Roger Martinez, Chief Juvenile Probation Officer
El Paso County Juvenile Probation Department
6400 Delta Drive
El Paso, Texas 79905

To Randall County JPD: Jane A. King, Chief Juvenile Probation Officer
Randall County Juvenile Probation Department
9300 S. Georgia
Amarillo, TX 79118

F. GENERAL TERMS AND CONDITIONS

1. Unless modified by law, the COUNTY and the SUB-RECIPIENT shall comply with all laws, regulations, government policies, in expending funds under this Agreement or the GRANT.
2. No Waiver of Immunity. Each Party reserves, and does not waive, its respective rights of immunity and similar rights and does not waive its rights under the applicable statutes. The parties to this Agreement, as governmental entities under the law of the State of Texas, retain their full sovereign and governmental immunity in executing this Agreement and performing any services hereunder. Nothing in this Agreement shall waive, limit or restrict either party's sovereign or governmental immunity to suit or damages. The parties further recognize that each is engaged exclusively in the provision of governmental services in each party's participation in this Agreement.
3. Legal Relationship; Liability. Nothing contained herein shall be construed as creating the relationship of employer and employee, or principal or agent, among the Parties. 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 Party or Parties.
4. Release of Liability. The COUNTY, El Paso County Juvenile Board, and the JPD are not responsible or liable for the delivery, installation, maintenance, warranties and services of VENDOR's video conferencing equipment and related technology. SUB-RECIPIENT acknowledges that all delivery,

installation, maintenance, services and warranties are the responsibility of the VENDOR and shall direct all inquiries to the VENDOR.

- 5. Amendments. This Agreement may be amended by mutual agreement of all Parties hereto in writing to be attached to and incorporated into this Agreement.
- 6. Legal Construction; Severability. In case anyone or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or un-enforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 7. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

IN WITNESS WHEREOF, the parties execute this agreement.

THE COUNTY OF EL PASO

Attest:

Hon. Veronica Escobar
County Judge

County Clerk

Date: _____

Approved As To Form for County

Asst. County Attorney

RANDALL COUNTY JUVENILE BOARD

By _____
Judge James Anderson
Chairman

Date: _____

APPROVED AS TO CONTENT:

Roger Martinez
El Paso County JPD Chief JPO

Jane A. King
Randall County JPD Chief JPO

Date

Date

INVOICE TO:
 COUNTY AUDITORS OFFICE
 800 E. OVERLAND
 RM 406
 EL PASO

TX 79901-2407

EL PASO COUNTY PURCHASE ORDER



RECEIVING COPY

P.O. NO. PD1108497

REQ. NO. RQ1109329
 PAGE NO. 001
 BUYER: PLG
 DELIVERY DATE: 05/12/2011 P.O. DATE: 04/28/2011
 VENDOR NO: V023924
 INDEX: TJPCA2011
 SUB-OBJECT: 9300
 FOB POINT: DEST
 TERMS: NET 30

INCLUDE P.O. NO.
 ON ALL INVOICES

SHIP TO:
 TINA MELENDEZ/MP
 JUVENILE JUSTICE CENTER
 6400 DELTA ST

EL PASO TX 79905 2420

PUR. AGENT
 PITI VASQUEZ

ORDER FROM:
 DATA PROJECTIONS
 11500 METRIC BLVD. STE.320

AUSTIN TX 78758

REMIT TO:
 DATA PROJECTIONS
 11500 METRIC BLVD. STE.320

AUSTIN TX 78758

COUNTY TAX ID
 74-6000762

| QUANTITY/UNIT | COMMODITY DESCRIPTION | UNIT PRICE | AMOUNT |
|---------------|---|-------------|-----------|
| 1 BX | 1941 30000YO 11 COMPUTER VIDEO CONFERENC SYSTEM (SPECIFY) VIDEO CONFERENCING EQUIPMENT. TO INCLUDE 1 EA POL-7200-29025-001 HDX 6000 HD CODEC @ \$4693.59, 1 EA POL-4870-00584-136 PREMIER 24 X7 3 YEAR, HDX6000 SERIES @\$1770.00, 1 EA POL-2583-26914-001 POLYCOM MEDIA CART @\$1348.13, 1 EA POL-2583-62562-001 VBP 4350-E3 FIREWALL/ NAT UNIT @ \$1564.48, 1 EA POL-4870-00116-306 TOTAL COVERAGE PREMIER 3 YEAR VBP 4300 SERIES. @ \$620.00, 1 EA NEC-E551 PUBLIC DISPLAY MONITOR @ \$1396.39, 1 EA POL-2215-24143-001 EAGELEYE CAMERA/WALL/PANEL/SHELF @ \$131.64, 1 POL-1456-10445-001 POWER CORD @ \$8.98, 1 POL-4870-00116-007 IMPLEMENTATION SERVICE @ \$2095.00, 1 DPI MATERIALS ALL CABLING, CONN & MISC @ \$125.00, 1 EA PROJECT MANAGEMENT @\$1150.00 DIR CONTRACT#SDD-844 | 14,903.2100 | 14,903.21 |
| 1 EA | 6817 00000B2 55 SERVICE-INSTALLATION (SPECIFY) ONSITE INSTALLATION SERVICE HDX 6000 SERIES (SEE VIDEO ENDPOINT INSTALLATION SERVICE DESCRIPTION FOR IMPORTANT WALL MOUNT INFORMATION CUSTOMER IS RESPONSIBLE FOR SECURING ANY WALL MOUNT BRACKETS TO FACILITY WALLS) POL-4870-00584-002 ***REPLACES RQ1109210*** DIR CONTRACT#SDD-844 PLEASE SHIP TO: RANDALL COUNTY JPD BARRY GILBERT 9300 S. GEORGIA AMARILLO, TX 79118 PH: 806-468-5700 | 1,195.0000 | 1,195.00 |
| *****> TOTAL: | | | 16,098.21 |

+ + + INCLUDE P.O. NO. ON ALL INVOICES + + +

Attachment "B"

**INTERLOCAL AGREEMENT BETWEEN
EL PASO COUNTY
ON BEHALF OF
THE EL PASO COUNTY JUVENILE PROBATION DEPARTMENT
AND
THE SMITH COUNTY JUVENILE PROBATION BOARD
TO PROVIDE VIDEO CONFERENCING EQUIPMENT
UNDER THE OFFICE OF THE GOVERNOR CRIMINAL JUSTICE DIVISION GRANT
UNDER TJPC STRATEGY NUMBER 3, PROBATION ASSISTANCE**

THIS AGREEMENT is made by and between El Paso County (hereinafter "COUNTY") on behalf of the El Paso County Juvenile Probation Department (hereinafter "JPD") and the Smith County Juvenile Board (hereinafter "SUB-RECIPIENT") under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code.

RECITALS

WHEREAS, the Office of the Governor Criminal Justice Division has made available funding to the Texas Juvenile Probation Commission under a grant maintained under TJPC Strategy Number 3, Probation Assistance (hereinafter referred to as "GRANT") to facilitate statewide training initiatives through the installation of video conferencing equipment for various juvenile probation departments throughout the State of Texas; and

WHEREAS, the COUNTY received a one-time distribution of the funds derived from the GRANT for \$145,333.00, to facilitate the procurement of technology infrastructure and equipment for juvenile probation departments throughout the State of Texas to implement video conferencing technology from Data Projections (hereinafter "Vendor") (See Attachment A); and

WHEREAS, the SUB-RECIPIENT agrees to receive and accept the equipment to implement video conferencing technology procured from the COUNTY under the GRANT; and

WHEREAS, the COUNTY, on behalf of the JPD, and the SUB-RECIPIENT are each local governments as defined in Texas Government Code, Section 791.003 and 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, on behalf of the JPD and the SUB-RECIPIENT recognize that a coordinated and consolidated effort in fiscal allocation to facilitate statewide training initiatives through the installation of video conferencing equipment to meet the needs of juvenile justice programs and initiatives will result in a cost savings and is in the best interest of the citizens of the COUNTY and the SUB-RECIPIENT; and

WHEREAS, the COUNTY on behalf of the JPD specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party; and

NOW THEREFORE, in consideration of the terms and conditions herein which fairly compensate the performing party, it is mutually agreed as follows:

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby the COUNTY on behalf of the JPD shall serve as the fiscal agent to facilitate the purchase and distribution of video conferencing equipment to promote statewide juvenile probation department training initiatives to designated counties throughout the State of Texas, to include the Smith County Juvenile Probation Department under the GRANT.

B. DUTIES OF THE COUNTY ON BEHALF OF THE JPD

1. The JPD shall process invoices submitted by the SUB-RECIPIENT to confirm receipt of equipment directly from VENDOR and process payments made under the GRANT.
2. The JPD shall utilize GRANT funds to purchase the items listed in the attached purchase order from VENDOR for the SUB-RECIPIENT (See Attachment B).

C. DUTIES OF SUB-RECIPIENT

1. SUB-RECIPIENT shall submit invoices and receiving copy of purchase orders for the video conferencing equipment received from the VENDOR. Invoices and receiving copies of the purchase order must be signed by an authorized representative of the SUB-RECIPIENT and submitted to the JPD within five (5) working days of delivery and installation of equipment, but no later than August 31, 2011, whichever date is sooner; in order for the JPD to process payment to the VENDOR.
2. SUB-RECIPIENT will contact the VENDOR directly for any questions or service issues regarding the video conferencing equipment. SUB-RECIPIENT acknowledges that the COUNTY, the El Paso County Juvenile Board, and the JPD are not responsible for the delivery, installation, maintenance and services of VENDOR's video conferencing equipment and related technology. SUB-RECIPIENT acknowledges that my signing invoice and receiving copy of the purchase order that video conferencing equipment is the property of SUB-RECIPIENT.
3. SUB-RECIPIENT shall utilize video conferencing equipment only for the purposes as outlined by the GRANT.

D. TERM AND TERMINATION; NOTICE.

1. This Agreement shall be effective upon its execution by all parties and shall terminate when all video conferencing equipment awarded under the GRANT has been delivered and installed and SUB-RECIPIENT complies with the requirements under subsection C. 1. of this Agreement.

2. Any party may terminate this Agreement as of any date, by giving written notice, via certified return receipt requested, of such intent to the other party at least ten (10) days in advance, to the other Parties address as follows:

To the COUNTY: Veronica Escobar, County Judge
El Paso County Courthouse
500 E. San Antonio, Room 301
El Paso, Texas 79901

With a copy to the JPD: Roger Martinez, Chief Juvenile Probation Officer
El Paso County Juvenile Probation Department
6400 Delta Drive
El Paso, Texas 79905

To Smith County JPD: Ross Worley, Chief Juvenile Probation Officer
Smith County Juvenile Probation Department
2630 Morningside Drive
Tyler, TX 75708

F. GENERAL TERMS AND CONDITIONS

1. Unless modified by law, the COUNTY and the SUB-RECIPIENT shall comply with all laws, regulations, government policies, in expending funds under this Agreement or the GRANT.
2. No Waiver of Immunity. Each Party reserves, and does not waive, its respective rights of immunity and similar rights and does not waive its rights under the applicable statutes. The parties to this Agreement, as governmental entities under the law of the State of Texas, retain their full sovereign and governmental immunity in executing this Agreement and performing any services hereunder. Nothing in this Agreement shall waive, limit or restrict either party's sovereign or governmental immunity to suit or damages. The parties further recognize that each is engaged exclusively in the provision of governmental services in each party's participation in this Agreement.
3. Legal Relationship; Liability. Nothing contained herein shall be construed as creating the relationship of employer and employee, or principal or agent, among the Parties. 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 Party or Parties.
4. Release of Liability. The COUNTY, El Paso County Juvenile Board, and the JPD are not responsible or liable for the delivery, installation, maintenance, warranties and services of VENDOR's video conferencing equipment and related technology. SUB-RECIPIENT acknowledges that all delivery,

installation, maintenance, services and warranties are the responsibility of the VENDOR and shall direct all inquiries to the VENDOR.

- 5. Amendments. This Agreement may be amended by mutual agreement of all Parties hereto in writing to be attached to and incorporated into this Agreement.
- 6. Legal Construction; Severability. In case anyone or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or un-enforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 7. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

IN WITNESS WHEREOF, the parties execute this agreement.

THE COUNTY OF EL PASO

Attest:

Hon. Veronica Escobar
County Judge

County Clerk

Date: _____

Approved As To Form for County

Asst. County Attorney

SMITH COUNTY JUVENILE BOARD

By _____
Judge Joel Baker
Smith County Judge

Date: _____

APPROVED AS TO CONTENT:

Roger Martinez
El Paso County JPD Chief JPO

Ross Worley
Smith County JPD Chief JPO

Date

Date

INVOICE TO:
 COUNTY AUDITORS OFFICE
 800 E. OVERLAND
 RM 406
 EL PASO

TX 79901-2407

EL PASO COUNTY PURCHASE ORDER



RECEIVING COPY

P. O. NO. P01108502

REQ. NO.
 PAGE NO.
 BUYER:

RQ1109332
 001
 PLG

INCLUDE P. O. NO.
 ON ALL INVOICES

DELIVERY DATE:

05/12/2011 P. O. DATE: 04/28/2011

VENDOR NO:

VO23924

INDEX:

TJPCA2011

SUB-OBJECT:

9300

FOB POINT:

DEST

TERMS:

NET 30

PUR. AGENT
 PITI VASQUEZ

COUNTY TAX ID
 74-6000762

SHIP TO:
 TINA MELENDEZ/MP
 JUVENILE JUSTICE CENTER
 6400 DELTA ST
 EL PASO TX 79905

ORDER FROM:
 DATA PROJECTIONS
 11500 METRIC BLVD. STE.320
 AUSTIN TX 78758

REMIT TO:
 DATA PROJECTIONS
 11500 METRIC BLVD. STE.320
 AUSTIN TX 78758

| QUANTITY/UNIT | COMMODITY DESCRIPTION | UNIT PRICE | AMOUNT |
|---------------|--|-------------|-----------|
| 1 BX | 1941 30000YO 11 COMPUTER VIDEO CONFERENC SYSTEM (SPECIFY) VIDEO CONFERENCING EQUIPMENT, TO INCLUDE 1 EA POL-7200-29025-001 HDX 6000 HD CODEC @ \$4693.59, 1 EA POL-4870-00584-136 PREMIER 24 X7 3 YEAR, HDX6000 SERIES @\$1770.00, 1 EA POL-2583-26914-001 POLYCOM MEDIA CART @\$1348.13, 1 EA POL-2583-62562-001 VBP 4350-E3 FIREWALL/ NAT UNIT @ \$1564.48, 1 EA POL-4870-00116-306 TOTAL COVERAGE PREMIER 3 YEAR VBP 4300 SERIES. @ \$620.00, 1 EA NEC-E551 PUBLIC DISPLAY MONITOR @ \$1396.39, 1 EA POL-2215-24143-001 EAGELEYE CAMERA/WALL/PANEL/SHELF @131.64, 1 POL-1456-10445-001 POWER CORD @ \$8.98, 1 POL-4870-00116-007 IMPLEMENTATION SERVICE @ \$2095.00, 1 DPI MATERIALS ALL CABLING, CONN & MISC @ \$125.00.1 EA PROJECT MANAGEMENT @\$1150.00 DIR CONTRACT#SDD-844 | 14,903.2100 | 14,903.21 |
| 1 EA | 6817 00000B2 55 SERVICE-INSTALLATION (SPECIFY) ONSITE INSTALLATION SERVICE HDX 6000 SERIES (SEE VIDEO ENDPOINT INSTALLATION SERVICE DESCRIPTION FOR IMPORTANT WALL MOUNT INFORMATION CUSTOMER IS RESPONSIBLE FOR SECURING ANY WALL MOUNT BRACKETS TO FACILITY WALLS) POL-4870-00584-002 ***REPLACES RQ1109211*** DIR CONTRACT#SDD-844 PLEASE SHIP TO: SMITH COUNTY JPD TONY CARVAJAL 2630 MORNING SIDE DRIVE TYLER, TX 75708 PH: 903-535-0850 X-127 | 1,195.0000 | 1,195.00 |

Attachment "B"

INVOICE TO:
 COUNTY AUDITORS OFFICE
 800 E. OVERLAND
 RM 406
 EL PASO TX 79901-2407

EL PASO COUNTY PURCHASE ORDER



RECEIVING COPY

P.O. NO. P01108502

REQ. NO. RQ1109332
 PAGE NO. 002
 BUYER: PLG
 DELIVERY DATE: 05/12/2011 P.O. DATE: 04/28/2011
 VENDOR NO: V023924
 INDEX: TJPCA2011
 SUB-OBJECT: 9300
 FOB POINT: DEST
 TERMS: NET 30

INCLUDE P.O. NO.
 ON ALL INVOICES

SHIP TO:
 TINA MELENDEZ/MP
 JUVENILE JUSTICE CENTER
 6400 DELTA ST
 EL PASO TX 79905

PUR. AGENT
 PITI VASQUEZ

ORDER FROM:
 DATA PROJECTIONS
 11500 METRIC BLVD. STE.320
 AUSTIN TX 78758

REMIT TO:
 DATA PROJECTIONS
 11500 METRIC BLVD. STE.320
 AUSTIN TX 78758

COUNTY TAX ID
 74-6000762

| QUANTITY/UNIT | COMMODITY DESCRIPTION | UNIT PRICE | AMOUNT |
|--|-----------------------|------------|-----------|
| =====>TOTAL: + + + INCLUDE P.O. NO. ON ALL INVOICES + + + | | | 16,098.21 |
| | | | |

Attachment "B"

**INTERLOCAL AGREEMENT BETWEEN
EL PASO COUNTY
ON BEHALF OF
THE EL PASO COUNTY JUVENILE PROBATION DEPARTMENT
AND TARRANT COUNTY
ON BEHALF OF
THE TARRANT COUNTY JUVENILE PROBATION BOARD
TO PROVIDE VIDEO CONFERENCING EQUIPMENT
UNDER THE OFFICE OF THE GOVERNOR CRIMINAL JUSTICE DIVISION GRANT
UNDER TJPC STRATEGY NUMBER 3, PROBATION ASSISTANCE**

THIS AGREEMENT is made by and between El Paso County (hereinafter “COUNTY”) on behalf of the El Paso County Juvenile Probation Department (hereinafter “JPD”) and Tarrant County (hereinafter “TARRANT”) on behalf of the Tarrant County Juvenile Board (hereinafter “SUB-RECIPIENT”) under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code.

RECITALS

WHEREAS, the Office of the Governor Criminal Justice Division has made available funding to the Texas Juvenile Probation Commission under a grant maintained under TJPC Strategy Number 3, Probation Assistance (hereinafter referred to as “GRANT”) to facilitate statewide training initiatives through the installation of video conferencing equipment for various juvenile probation departments throughout the State of Texas; and

WHEREAS, the COUNTY received a one-time distribution of the funds derived from the GRANT for \$145,333.00, to facilitate the procurement of technology infrastructure and equipment for juvenile probation departments throughout the State of Texas to implement video conferencing technology from Data Projections (hereinafter “Vendor”) (See Attachment A); and

WHEREAS, the SUB-RECIPIENT agrees to receive and accept the equipment to implement video conferencing technology procured from the COUNTY under the GRANT; and

WHEREAS, the COUNTY, on behalf of the JPD, and TARRANT are each local governments as defined in Texas Government Code, Section 791.003 and 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, on behalf of the JPD and the SUB-RECIPIENT recognize that a coordinated and consolidated effort in fiscal allocation to facilitate statewide training initiatives through the installation of video conferencing equipment to meet the needs of juvenile justice programs and initiatives will result in a cost savings and is in the best interest of the citizens of the COUNTY and the SUB-RECIPIENT; and

WHEREAS, the COUNTY on behalf of the JPD specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party; and

NOW THEREFORE, in consideration of the terms and conditions herein which fairly compensate the performing party, it is mutually agreed as follows:

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby the COUNTY on behalf of the JPD shall serve as the fiscal agent to facilitate the purchase and distribution of video conferencing equipment to promote statewide juvenile probation department training initiatives to designated counties throughout the State of Texas, to include the Tarrant County Juvenile Probation Department under the GRANT.

B. DUTIES OF THE COUNTY ON BEHALF OF THE JPD

1. The JPD shall process invoices submitted by the SUB-RECIPIENT to confirm receipt of equipment directly from VENDOR and process payments made under the GRANT.
2. The JPD shall utilize GRANT funds to purchase the items listed in the attached purchase order from VENDOR for the SUB-RECIPIENT (See Attachment B).

C. DUTIES OF SUB-RECIPIENT

1. SUB-RECIPIENT shall submit invoices and the receiving copy of purchase orders for the video conferencing equipment received from the VENDOR. Invoices and the receiving copies of the purchase order must be signed by an authorized representative of the SUB-RECIPIENT and submitted to the JPD within five (5) working days of delivery and installation of equipment, but no later than August 31, 2011, whichever date is sooner; in order for the JPD to process payment to the VENDOR.
2. SUB-RECIPIENT will contact the VENDOR directly for any questions or service issues regarding the video conferencing equipment. SUB-RECIPIENT acknowledges that the COUNTY, the El Paso County Juvenile Board, and the JPD are not responsible for the delivery, installation, maintenance and services of VENDOR's video conferencing equipment and related technology. SUB-RECIPIENT acknowledges that by signing the invoice and the receiving copy of the purchase order that video conferencing equipment is the property of SUB-RECIPIENT.
3. SUB-RECIPIENT shall utilize video conferencing equipment only for the purposes as outlined by the GRANT.

D. TERM AND TERMINATION; NOTICE.

1. This Agreement shall be effective upon its execution by all parties and shall terminate when all video conferencing equipment awarded under the GRANT has been delivered and installed and SUB-RECIPIENT complies with the requirements under subsection C. 1. of this Agreement.
2. Any party may terminate this Agreement as of any date, by giving written notice, via certified return receipt requested, of such intent to the other party at least ten (10) days in advance, to the other Parties address as follows:

To the COUNTY: Veronica Escobar, County Judge
El Paso County Courthouse
500 E. San Antonio, Room 301
El Paso, Texas 79901

With a copy to the JPD: Roger Martinez, Chief Juvenile Probation Officer
El Paso County Juvenile Probation Department
6400 Delta Drive
El Paso, Texas 79905

To Tarrant County JPD: Randy Turner, Chief Juvenile Probation Officer
Tarrant County Juvenile Probation Department
2701 Kimbo Road
Fort Worth, TX 76111

F. GENERAL TERMS AND CONDITIONS

1. Unless modified by law, the COUNTY and the SUB-RECIPIENT shall comply with all laws, regulations, government policies, in expending funds under this Agreement or the GRANT.
2. No Waiver of Immunity. Each Party reserves, and does not waive, its respective rights of immunity and similar rights and does not waive its rights under the applicable statutes. The parties to this Agreement, as governmental entities under the law of the State of Texas, retain their full sovereign and governmental immunity in executing this Agreement and performing any services hereunder. Nothing in this Agreement shall waive, limit or restrict either party's sovereign or governmental immunity to suit or damages. The parties further recognize that each is engaged exclusively in the provision of governmental services in each party's participation in this Agreement.
3. Legal Relationship; Liability. Nothing contained herein shall be construed as creating the relationship of employer and employee, or principal or agent, among the Parties. 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 Party or Parties.

4. Release of Liability. The COUNTY, El Paso County Juvenile Board, and the JPD are not responsible or liable for the delivery, installation, maintenance, warranties and services of VENDOR's video conferencing equipment and related technology. SUB-RECIPIENT acknowledges that all delivery, installation, maintenance, services and warranties are the responsibility of the VENDOR and shall direct all inquiries to the VENDOR.

5. Amendments. This Agreement may be amended by mutual agreement of all Parties hereto in writing to be attached to and incorporated into this Agreement.

6. Legal Construction; Severability. In case anyone or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or un-enforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

IN WITNESS WHEREOF, the parties execute this agreement.

THE COUNTY OF EL PASO

Attest:

 Hon. Veronica Escobar
 County Judge

 County Clerk

Date: _____

Approved As To Form for County

 Asst. County Attorney

TARRANT COUNTY JUVENILE BOARD

By _____
Name

Title

Date: _____

APPROVED AS TO CONTENT:

Roger Martinez
El Paso County JPD Chief JPO

Date

TARRANT COUNTY

By _____
Presiding Officer

Name

Title

Date: _____

Randy Turner
Tarrant County JPD Chief JPO

Date

INVOICE TO:
 COUNTY AUDITORS OFFICE
 800 E. OVERLAND
 RM 406
 EL PASO

TX 79901-2407

EL PASO COUNTY PURCHASE ORDER



RECEIVING COPY

P.O. NO. PD1108503

REQ. NO. RQ1109351
 PAGE NO. 001
 BUYER: PLG
 DELIVERY DATE: 05/12/2011
 VENDOR NO: V023924
 INDEX: TJPCA2011
 SUB-OBJECT: 9300
 FOB POINT: DEST
 TERMS: NET 30

INCLUDE P.O. NO.
 ON ALL INVOICES

P.O. DATE: 04/28/2011

SHIP TO:
 TINA MELENDEZ/MP
 JUVENILE JUSTICE CENTER
 6400 DELTA ST

EL PASO TX 79905

PUR. AGENT
 PITI VASQUEZ

ORDER FROM:
 DATA PROJECTIONS
 11500 METRIC BLVD. STE.320

AUSTIN TX 78758

REMIT TO:
 DATA PROJECTIONS
 11500 METRIC BLVD. STE.320

AUSTIN TX 78758

COUNTY TAX ID
 74-6000762

| QUANTITY/UNIT | COMMODITY DESCRIPTION | UNIT PRICE | AMOUNT |
|---------------|---|-------------|-----------|
| 1 BX | 1941 30000YO 11 COMPUTER VIDE CONFERENC SYSTEM (SPECIFY) VIDE CONFERENCING EQUIPMENT, TO INCLUDE 1 EA POL-7200-29025-001 HDX 6000 HD CODEC @ \$4693.59, 1 EA POL-4870-00584-136 PREMIER 24 X7 3 YEAR, HDX6000 SERIES @\$1770.00, 1 EA POL-2583-26914-001 POLYCOM MEDIA CART @\$1348.13, 1 EA POL-2583-62562-001 VBP 4350-E3 FIREWALL/ NAT UNIT @ \$1564.48, 1 EA POL-4870-00116-306 TOTAL COVERAGE PREMIER 3 YEAR VBP 4300 SERIES. @ \$620.00, 1 EA NEC-E551 PUBLIC DISPLAY MONITOR @ \$1396.39, 1 EA POL-2215-24143-001 EAGELEYE CAMERA/WALL/PANEL/SHELF @131.64, 1 POL-1456-10445-001 POWER CORD @ \$8.98, 1 POL-4870-00116-007 IMPLEMENTATION SERVICE @ \$2095.00, 1 DPI MATERIALS ALL CABLING, CONN & MISC @ \$125.00, 1 EA PROJECT MANAGEMENT @\$1150.00 DIR CONTRACT#SDD-844 | 14,903.2100 | 14,903.21 |
| 1 EA | 6817 00000B2 55 SERVICE-INSTALLATION (SPECIFY) ONSITE INSTALLATION SERVICE HDX 6000 SERIES (SEE VIDEO ENDPOINT INSTALLATION SERVICE DESCRIPTION FOR IMPORTANT WALL MOUNT INFORMATION CUSTOMER IS RESPONSIBLE FOR SECURING ANY WALL MOUNT BRACKETS TO FACILITY WALLS) POL-4870-00584-002 ***REPLACES RQ1109212*** DIR CONTRACT#SDD-844 PLEASE SHIP TO: TARRANT COUNTY JPD ED WILLIAMS 2701 KIMBO RD. FORT WORTH, TX 76111 PH: 817-838-4600 | 1,195.0000 | 1,195.00 |

Attachment "B"

INVOICE TO:
 COUNTY AUDITORS OFFICE
 800 E. OVERLAND
 RM 406
 EL PASO TX 79901-2407

EL PASO COUNTY PURCHASE ORDER



TEXAS
 EEO/APP

RECEIVING COPY

P.O. NO. PD1108503

REQ. NO. RQ1109351
 PAGE NO. 002
 BUYER: PLG
 DELIVERY DATE: 05/12/2011
 VENDOR NO: V023924
 INDEX: TJPCA2011
 SUB-OBJECT: 9300
 FOB POINT: DEST
 TERMS: NET 30

INCLUDE P.O. NO.
 ON ALL INVOICES

P.O. DATE: 04/28/2011

PUR. AGENT
 PITI VASQUEZ

COUNTY TAX ID
 74-6000762

SHIP TO:
 TINA MELENDEZ/MP
 JUVENILE JUSTICE CENTER
 6400 DELTA ST

EL PASO TX 79905

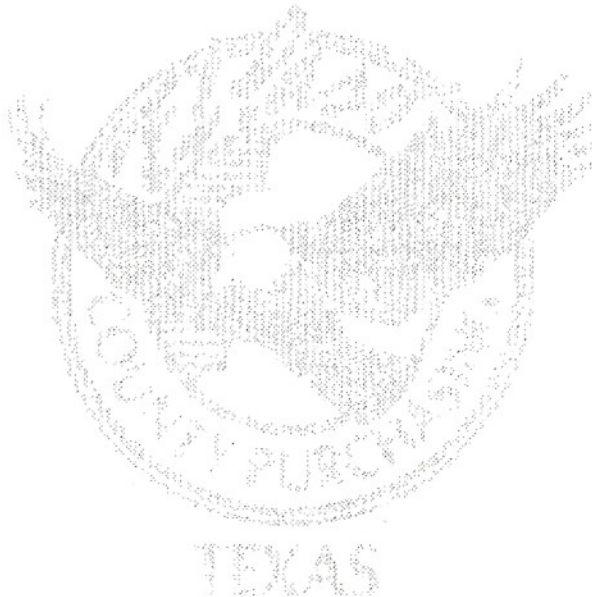
ORDER FROM:
 DATA PROJECTIONS
 11500 METRIC BLVD. STE.320

AUSTIN TX 78758

REMIT TO:
 DATA PROJECTIONS
 11500 METRIC BLVD. STE.320

AUSTIN TX 78758

| QUANTITY/UNIT | COMMODITY DESCRIPTION | UNIT PRICE | AMOUNT |
|---------------|--|------------|-----------|
| | <p>=====>TOTAL: + + + INCLUDE P.O. NO. ON ALL INVOICES + + +</p> | | 16,098.21 |



Attachment "B"



**Texas Juvenile Probation Commission
State Financial Assistance Contract
2010 - 2011 Biennium**

Amendment Number Twelve
Applicable to EL PASO County

This is Amendment Number Twelve to the State Financial Assistance Contract for the 2010 - 2011 Biennium between the State of Texas, represented by and through the Texas Juvenile Probation Commission, hereinafter called "the Commission", and the juvenile board of EL PASO County hereinafter called the "Grantee". In consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Commission and the Grantee, for the consideration hereinafter detailed, make the following amendment.

**Article I.
PURPOSE AND SCOPE OF AMENDMENT**

The purpose of Amendment Number Twelve is to delineate the duties of the Commission and the Grantee regarding the distribution, receipt and expenditure of grant funding to assist the EL PASO County Juvenile Board to facilitate statewide training initiatives through the installation of video conferencing equipment at the headquarters of the Texas Juvenile Probation Commission and at strategic locations across the state. All provisions in the 2010 - 2011 Biennium State Financial Assistance Contract and any fully executed amendments thereto that do not conflict with the provisions of Amendment Number Twelve remain in full force and effect.

**Article II.
Amendments to Article II
INCORPORATED DOCUMENTS AND DOCUMENT INCORPORATED BY REFERENCE**

Article II, Section 2.1, Subsection 2.1.1 is amended by adding Paragraph 2.1.1.13 to read as follows:

2.1.1.13 Exhibit M. Video Conferencing (*Amendment Twelve*).

**Article III.
Amendments to Article II
DOCUMENTS INCORPORATED BY REFERENCE**

Article II, paragraph 2.2 Subsection 2.2.1 regarding the Texas Juvenile Probation Commission Compliance Resource Manual, is amended in the State Aid (Grant A) as follows:

Article VIII, Section A is amended by adding under Subsection 6 - Allowable Expenditures to read as follows:

6. The Grantee may use funds distributed under this grant to procure technology infrastructure and equipment to implement video conferencing in EL PASO County and other designated counties. Upon request or audit by the Commission, the Grantee shall submit all receipts, purchase orders or other documentation of authorized expenditures no later than April 29, 2011. The Grantee shall meet the following system compatibility requirements for the equipment procured under this grant. Video conference equipment and/or hardware shall be compatible with the following: HDX7000, HDX6000 and E-3 VBP. The Grantee shall coordinate with the Texas Juvenile Probation Commission on the details of the purchase and equipment distribution.

Article IV.
Amendments to Article IV to the State Financial Assistance Contract
OBLIGATIONS AND RESPONSIBILITIES OF THE COMMISSION
VIDEO CONFERENCING

Article IV, Section 4.1 is amended by adding Subsections 4.1.15 to read as follows:

4.1.15 Video Conferencing. To the extent funds are available, the Commission shall allocate a one-time distribution of the funds derived from the Office of the Governor Criminal Justice Division grant maintained under TJPC Strategy Number 3, Probation Assistance in an amount not to exceed \$145,333.00 to be expended no later than April 29, 2011. These funds shall be expended to procure technology infrastructure and equipment to implement video conferencing at the headquarters of the Texas Juvenile Probation Commission and at strategic locations across the state.

For the faithful performance of the terms of this Contract, the parties hereto in their capacities as stated, execute this Contract, affix their signatures and bind themselves.

THE STATE OF TEXAS, Acting By and Through The Texas Juvenile Probation Commission

By: [Signature] Typed Name: Judy Garza-Ybarbo
Title: Contract Administrator Date: MAY 10 2011

GRANT RECIPIENT, The Juvenile Board of EL PASO County

By: [Signature] Typed Name: Hon. Yahara Lisa Gutierrez
(Juvenile Board Chairperson)
Title: Judge, 65th District Court Date: 4-18-11

By: [Signature] Typed Name: Roger Martinez
(Chief Administrative Officer)
Title: Chief Juvenile Probation Officer Date: 04/15/11

By: [Signature] Typed Name: Edward A. Dion
(Fiscal Officer)
Title: County Auditor Date: 4/18/11

AMENDMENT Twelve to the State Financial Assistance Contract 2010 - 2011 Biennium

EXHIBIT "M1"
JUVENILE BOARD RESOLUTION
(With Prior Chair Authorization)
VIDEO CONFERENCING

STATE OF TEXAS

Know All Men By These Present

COUNTY OF EL PASO

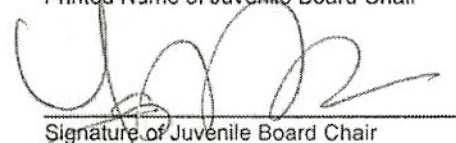
On this the 18 day of April, 2011, the following matter came up for consideration, approval and execution by Hon. Yahara Lisa Gutierrez, the Juvenile Board Chair on behalf of the Juvenile Board of EL PASO County.

Whereas, the Texas Juvenile Probation Commission has made available funding derived from the Office of the Governor Criminal Justice Division grant maintained under TJPC Strategy Number 3, Probation Assistance to facilitate statewide training initiatives through the installation of video conferencing equipment at the headquarters of the Texas Juvenile Probation Commission and at strategic locations across the state; and

Whereas, the Juvenile Board believes that execution of Amendment Number Twelve to the 2010-2011 Biennium State Financial Assistance Contract will further the interests of juvenile justice in this county and are in support of this resolution;

Therefore Be It Resolved that the Juvenile Board Chairman, Hon. Yahara Lisa Gutierrez be, and is hereby, authorized to sign this Resolution and execute the above referenced Contract as the act and deed of the Juvenile Board of EL PASO County.

Honorable Yahara Lisa Gutierrez
Printed Name of Juvenile Board Chair


Signature of Juvenile Board Chair

4-18-11
Date Signed

AMENDMENT Twelve to the State Financial Assistance Contract 2010 - 2011 Biennium

COUNTY LEGAL REVIEW FORM

KK-11-239, KK-11-240, KK-11-241, KK-11-242, KK-11-243, KK-11-244,
and KK-11-245

Contract Description: Interlocal Agreements between El Paso County on behalf of the El Paso County Juvenile Probation Department and the Bexar County Juvenile Board (kk-11-239), Cameron County Juvenile Board (kk-11-240), McLennan County Juvenile Board (kk-11-241), Nueces County Juvenile Board (kk-11-242), Randall County Juvenile Board (kk-11-243), Smith County Juvenile Board (kk-11-244), and Tarrant County (kk-11-245) to provide video conferencing equipment under the Office of the Governor, Justice Division Grant under TJPC Strategy Number 3, Probation Assistance.

COUNTY ATTORNEY ACTION**

****Requested Amendments/Clarifications:** We assume you have submitted any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

Approved as to Form as Submitted
 Approved as to Form with Amendments/Modifications/Reservations Noted Below*
 Not Approved

This document has been given legal review by the El Paso County Attorney’s Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

Christina Sanchez
Assistant County Attorney