

**INTERLOCAL AGREEMENT BETWEEN
EL PASO COUNTY
ON BEHALF OF
THE EL PASO COUNTY JUVENILE PROBATION DEPARTMENT
AND
THE TEXAS JUVENILE JUSTICE DEPARTMENT
FOR VIDEO CONFERENCING SUPPLIES
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 Texas Juvenile Justice Department (hereinafter "TJJD") 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 made available funding to the former, 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, \$642.85 was left in remaining funds after purchases made for videoconferencing equipment for juvenile probation departments throughout the State and the TJJD wishes for the JPD to purchase video conferencing supplies with the remaining funds for the TJJD; and

WHEREAS, the COUNTY, on behalf of the JPD, and the TJJD have authority to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code, 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 TJJD recognize that a coordinated and consolidated effort to facilitate the purchase of video conferencing supplies will result in a cost savings and is in the best interest of the citizens of the COUNTY and the TJJD; 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 of video conferencing supplies for the TJJD under the GRANT.

B. DUTIES OF THE COUNTY ON BEHALF OF THE JPD

JPD shall process the invoice submitted by the TJJD to confirm receipt of supplies directly from VENDOR and process the payment made under the GRANT (See Attachment B).

C. DUTIES OF THE TJJD

1. TJJD shall submit its invoice and receiving copy of purchase order for the video conferencing supplies.
2. TJJD will contact the VENDOR directly for any questions or service issues regarding the video conferencing supplies. TJJD 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 supplies and related technology. TJJD acknowledges that by signing the invoice and receiving copy of the purchase order that the video conferencing supplies are the property of TJJD.

D. TERM AND TERMINATION; NOTICE.

1. This Agreement shall be effective upon its execution by all parties and shall terminate when all video conferencing supplies awarded under the GRANT have been delivered and installed and TJJD 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 the Texas Juvenile Justice Department: Cindy Weisinger
Texas Juvenile Justice Department

4900 North Lamar, 5th Floor
P.O. Box 13547
Austin, Texas 78711

F. GENERAL TERMS AND CONDITIONS

1. Unless modified by law, the COUNTY and the TJJD shall comply with all laws, regulations and 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 supplies and related technology. TJJD 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 on _____, February, 2012.

THE COUNTY OF EL PASO

Attest:

Hon. Veronica Escobar
County Judge

County Clerk

Date: _____

Approved As To Form for County

Asst. County Attorney

TEXAS JUVENILE JUSTICE DEPARTMENT

By _____
Bill Monroe, CFO

Date: _____
(signor must have legal authority to bind organization)

APPROVED AS TO CONTENT:

Roger Martinez
El Paso County JPD Chief JPO

Date

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

TX 79901-2407

EL PASO COUNTY PURCHASE ORDER



TEXAS
 EEO/APP

REQ. NO.
 PAGE NO.
 BUYER:

RQ1109283
 001
 PLG

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

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

Attachment "A"
 INCLUDE P.O. NO.
 ON ALL INVOICES

PUR. AGENT
 PITI VASQUEZ

COUNTY TAX ID
 74-6000762

PO1108475

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

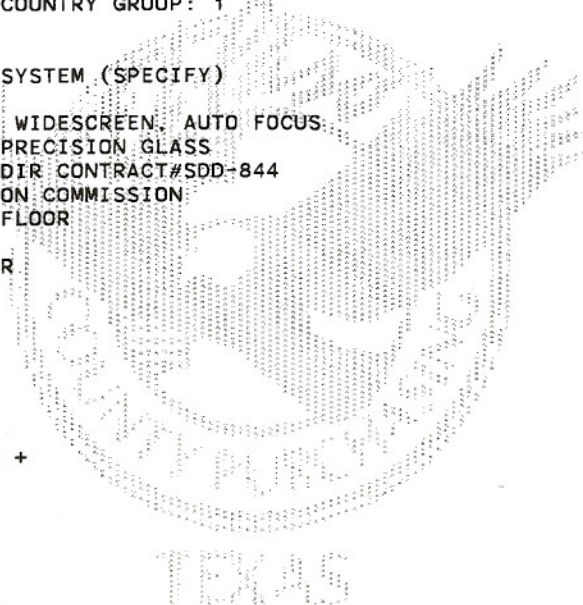
REMIT TO:

DATA PROJECTIONS
 11500 METRIC BLVD. STE.320

AUSTIN

TX 78758

QUANTITY/UNIT	COMMODITY DESCRIPTION	UNIT PRICE	AMOUNT
3 BX	1941 3000YO 11 COMPUTER VIDEO CONFERENC SYSTEM (SPECIFY) POL-2200-44140-001 POLYCOM COMMUNICATOR MODEL C100: USB SPEAKERPHONE FOR USE WITH POLYCOM PVX AND SUPPORTED IP SOFTPHONE APPLICATIONS. GREY MODEL PLAIN WHITE BOX. COUNTRY GROUP: 1 REFERENCE: DIR CONTRACT #SDD-844	122.3500	367.05
4 BX	1941 3000YO 11 COMPUTER VIDEO CONFERENC SYSTEM (SPECIFY) MS-H5D-00001 MICROSOFT H5D-00001 LIFECAM CINEMA-720P HD WIDESCREEN. AUTO FOCUS. CLEARFRAN TECHNOLOGY ALUMINUM BODY - HIGH PRECISION GLASS ELEMENT LENS ***REPLACES RQ1109237*** DIR CONTRACT#SDD-844 PLEASE DELIVER TO: TEXAS JUVENILE PROBATION COMMISSION 4900 NORTH LAMAR, 5TH FLOOR AUSTIN, TX 78711 ATTN: CYNTHIA WEISINGER	68.9500	275.80
*****> TOTAL:			642.85
+ + + INCLUDE P.O. NO. ON ALL INVOICES + + +			



a great day, Cindy

-----Original Message-----

From: Albert Mendez III [mailto:AMendez@epcounty.com]
Sent: Wednesday, October 19, 2011 10:21 AM
To: Cindy Weisinger
Subject: FW: PO1108475 - Video Conferencing Equipment

Ms. Weisinger,

Could you please let me know if the attached items have been received.
It is my understanding they were delivered to your office yesterday.
Please let me know so that I may process the payment. Thank You.

Albert Mendez

Financial Services Manager

El Paso County Juvenile Probation Dept.

(915) 849-2500 ext. 2571

From: Jim Lancaster [mailto:jlancaster@datapredictions.com]
Sent: Wednesday, October 19, 2011 9:08 AM
To: Mark Mazac; Albert Mendez III
Cc: Lora Bailey; Kris Begnaud
Subject: RE: PO1108475 - Video Conferencing Equipment

Hey guys!

We did catch that special instruction:



COMMISSIONERS COURT
COMMUNICATION

AGENDA DATE : 2/27/2012

CONSENT OR REGULAR: Consent

CONTRACT REFERENCE NO
(IF APPLICABLE): KK-12-026

SUBJECT: Interlocal Agreement between El Paso County on behalf of the El Paso County Juvenile Probation Department and the Texas Juvenile Justice Department for video conferencing supplies.

BACKGROUND/DISCUSSION OF TOPIC: To include statutory requirement, operational impact, or performance goal.

In fiscal year 2011 the Texas Juvenile Justice Department (formerly known as Texas Juvenile Probation Commission) allocated a one time distribution of \$145,333 to purchase technology infrastructure and equipment to implement video conferencing at the Texas Juvenile Justice Department and designated counties across the state. The El Paso County Juvenile Probation Department agreed to be the hub for the purpose of receiving all the funds in order to purchase the equipment and supplies for the Texas Juvenile Justice Department and other counties. The remaining funds of \$642.85 was used for video conferencing supplies for the Texas Juvenile Justice Department.

The purpose of this interlocal agreement is to release the County of El Paso of any responsibilities relating to the delivery, installation, maintenance services of vendor’s video conferencing supplies and related technology. This agreement also acknowledges that the equipment/supplies will be property of the Texas Juvenile Justice Department.

Albert Mendez, Financial Services Manager, will be present to address any questions or concerns.

FISCAL IMPACT: None

PRIOR COMMISSIONERS COURT ACTION (IF ANY):

Commissioners Court approved the interlocal agreements with the other designated counties on agenda dated June 13, 2011 item # 16.

RECOMMENDATION: Approve

COUNTY ATTORNEY APPROVAL

The attached 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.

COUNTY ATTORNEY: Christina Sanchez

LEGAL REVIEW: Approved as to form as submitted

LEGAL REVIEW NOTES (If Applicable):

DATE: 2/21/2012

SUBMITTED BY:

Roger Martinez, Chief Juvenile Probation Officer