

Isabel Hernandez

From: Josie Brostrom
Sent: Tuesday, February 23, 2010 12:22 PM
To: Isabel Hernandez
Subject: Contract Legal Review KK-10-086 OP Stonegarden OPS Order, Grant Application and Narrative

COUNTY LEGAL REVIEW FORM

KK-10-086

Contract Description: Sheriff's Office- Grant Application for Operation Stonegarden 2010 (OPSG-10) - FY 2010 Homeland Security Grant Program (HSGP). Funding Opportunity #DHS-10-GPD-067-000-01 and related Interlocal Agreement. Participating agencies are El Paso PD, Socorro PD and Horizon PD.

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

*1) NA

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.

Josefina J. Brostrom
Assistant County Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

This agreement is entered on the day of 1st day of March 2010, by and between the County of El Paso, Texas, hereinafter called "County" and the City of El Paso, Texas, hereinafter called "City", Socorro Police Department, hereinafter called "SPD", and Horizon Police Department, hereinafter called "HPD".

WITNESSETH:

Whereas, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

Whereas, Operation Stonegarden ("OPSG") is funded by the Department of Homeland Security ("DHS") and led by the Customs and Border Protection Border Patrol, to support overtime, per diem, and lodging for operational purposes to state, local, and tribal agencies for the purpose of enhancing border security and to enhance cooperation and coordination between Federal, State, and local law enforcement agencies in a joint mission to secure the U.S. borders along routes of ingress and egress leading to and from the U.S./Mexico border; and

Whereas, the El Paso County Sheriff's Office ("EPCSO"), as the lead agency, and the El Paso Police Department ("EPPD"), Socorro Police Department ("SPD") and Horizon Police Department ("HPD") have agreed to submit a joint application to OPSG for a grant award (the "OPSG Grant") to enhance their capability to detect, prevent, and deter terrorists, weapons of mass effect, transnational gangs, smuggling of contraband, and human trafficking; and

Whereas, the EPCSO will be the lead participating agency for application and administration of funds for the OPSG Grant; and

Whereas, if the OPSG Grant is awarded, officers performing duties under the OPSG Grant will enhance border security, supporting the DHS mission and the National Border Patrol Strategy, notwithstanding, the EPCSO, EPPD, SPD and HPD will not be involved in immigration enforcement; and

Whereas, such a consolidated effort to reduce crime in the border community will ultimately improve the quality of life for the residents in the City and County of El Paso, Texas; is in each party's best interest and that of the public; and will increase the effective and efficient functioning of each party; and

Whereas, the County and the City of El Paso, City of Socorro and the City of Horizon are local governments as defined in Texas Government Code, Section 791.003(4), 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;

Now therefore, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained, it is mutually agreed as follows:

1. The County will prepare and submit an application for funds under OPSG in the total amount of \$5,098,225.00 as described in Attachment A, attached hereto and incorporated herein by reference. The funds received will be allocated as described therein, or as allocated by the OPSG Grant Award, if different. If the OPSG Grant Award is less than the amount requested, and is not allocated specifically between the parties, the OPSG Grant Award will be shared proportionally in the same proportion as the funds requested as described in Attachment A. The County and City agree to use their respective share of the OPSG Grant Award only for eligible costs under the OPSG Grant, and to comply with all grant requirements. The parties agree that they shall not use OPSG funds to supplant inherent routine patrol and law enforcement operation or activities to perform other activities not directly related to providing an enhanced law enforcement presence in the City and County of El Paso, Texas.

2. The City, SPD and HPD agrees it will comply with the provisions of the OPSG Grant and provide to the County any information that the County will need to submit to the reports as required under the OPSG Grant.

3. This Agreement shall become effective upon the award to and acceptance by the County of the OPSG Grant and shall remain in effect until the expiration of the OPSG Grant. In the event that no OPSG Grant is awarded, this agreement shall be void.

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

5. The City, SPD or HPD each agree to maintain and make available for inspection, audit and reproduction, by an authorized representative of the County, state, or federal government, books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called Records. In particular, each agency shall maintain financial and supporting documents, statistical records and any other Records pertinent to the services for which a claim or expense report has been submitted. The Records and documents must be kept for a minimum of three years after the end of the contract period, or longer if otherwise required by law. If any litigation, claim or audit involving these records commences before the three year period expires, the City must keep records and documents for not less than three years or until all litigation, claims or audit findings are resolved.

6. The County, City, SPD and HPD agree to observe all local, federal and state laws, rules and regulations that in any manner affect or govern the procurement of goods and services

necessitated to carry out this Agreement and the services to be performed under this Agreement

7. 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.

8. A waiver by any party to this Agreement of any breach of any provision of this Agreement shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. 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. No provision of this agreement that imposes an obligation or restriction on either party not permitted by applicable law shall be enforceable. Therefore, this agreement is not intended to alter or reallocate any defense or immunity authorized or available to either party under law.

10. This agreement is entered into in El Paso County, Texas and venue for the enforcement of this agreement shall lie in El Paso County, Texas. The laws of the State of Texas shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and performance under it.

11. This document expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by the parties.

12. This agreement may not be assigned by either party in whole or in part.

13. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this agreement shall not create any rights in any party not a signatory hereto.

14. Should any term or provision of this agreement be declared invalid by a court of competent jurisdiction, the parties intend that all other terms and provisions of this agreement should be valid and binding and have full force and effect as if the invalid portion had not been included. If any word, phrase, clause, paragraph, sentence, part or provision of this agreement or application thereof to any person or circumstance shall be held to be invalid or unconstitutional, the remainder of the agreement shall nevertheless be valid.

15. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service post office or certified mail, return receipt requested, addressed to the respective other party at the address prescribed below or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party:

Notice shall be made to:

To the County: County Judge
County of El Paso
301 El Paso County Courthouse
500 E. San Antonio
El Paso, Texas 79901

COPY TO: El Paso County Sheriff's Office
Attention: Richard D. Wiles
3850 Justice Drive
El Paso, Texas 79938

CITY: City of El Paso
Attention: City Manager's Office
Two Civic Center Plaza, 10th Floor
El Paso, Texas 79901-1196

EPPD: El Paso Police Department
Attention: Office of the Chief of Police
911 N. Raynor
El Paso, TX 79903

SPD: Socorro Police Department
Acting Chief Jaime Avalos
670 Poona
Socorro, TX 79927

HPD: Horizon Police Department
Attention: Chief Michael McConnell
14999 Darrington Road
Horizon City, TX 79928

IN WITNESS WHEREOF, said County of El Paso and said City of El Paso have caused these presents to be executed in their behalf respectively by their proper officers thereto duly authorized and their corporate seal to be hereto affixed, the day and year as noted below.

[Signatures Follow on Next Page]

COUNTY OF EL PASO

By: _____
Anthony Cobos
County Judge

DATE: _____

ATTEST: _____
Delia Briones
County Clerk

Approved as to form:

Assistant County Attorney

Approved as to content:

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

CITY OF EL PASO

By: _____
Joyce Wilson
City Manager

Dated: _____

Approved as to form:

Assistant City Attorney

Approved as to content:

Gregory Allen
Chief of Police

SOCORRO POLICE DEPARTMENT

By: _____
Mayor

Dated: _____

Approved as to form:

Assistant City Attorney

Approved as to content:

Jaime Avalos
Acting Chief of Police

HORIZON POLICE DEPARTMENT

By: _____

Dated: _____

Walter Miller
Mayor

Approved as to form:

Robert Duran
City Attorney

Approved as to content:

Michael McConnell
Chief of Police

OPERATIONS ORDER REPORT FY 2010
US DEPARTMENT OF HOMELAND SECURITY BUREAU OF CUSTOMS AND BORDER PROTECTION

Op Order Name: Operation “Stonegarden El Paso”
Op Order Number: - El Paso County
Op Dates From: 10/01/2009 **To:** 09/30/2012
Report Date:

Executive Summary

Operation Stonegarden (OPSG) is funded by the Department of Homeland Security (DHS), led by Customs and Border Protection (CBP) Border Patrol which supports overtime, per diem, and lodging for operational purposes to state, local, and tribal agencies for the purpose of enhancing border security. This funding is designated to enhance cooperation and coordination between Federal, State, and local law enforcement agencies in a joint mission to secure the U.S. borders along routes of ingress and egress leading to and from the U.S./Mexico border.

The El Paso County Sheriff’s Office (EPCSO), El Paso Police Department (EPPD), Socorro Police Department (SPD), Horizon City Police Department (HCPD) as the main local law enforcement agencies in El Paso County, will enhance their capability to detect, prevent, and deter terrorists, weapons of mass effect, transnational gangs, smuggling of contraband, and human trafficking. These efforts will reduce crime in the border community to ultimately improve the quality of life for the residents in El Paso County, Texas.

Officers performing duties under this operation will enhance border security, supporting the DHS mission and the National Border Patrol Strategy; however the EPCSO, EPPD, SPD, and HCPD will not be involved in immigration enforcement.

I. SITUATION

A. General Situation: Directly across from El Paso, Texas, along the Mexican border is Ciudad Juarez, Chihuahua, Mexico, with a population of over 1,300,000. The El Paso-Cd. Juarez community is the largest metropolitan area on the border between the U.S. and Mexico. Overall, this metropolitan area is estimated to have a population of over 2 million inhabitants.

In the large metropolitan area of Cd. Juarez, an ongoing territorial drug war between rival cartels has resulted in the murder of over 7,000 individuals since Jan. 2007. Other criminal enterprises have taken this opportunity to enhance their presence in Cd. Juarez, resulting in additional kidnappings, assaults, and extortions. The increased violence in Cd. Juarez presents an immediate threat of spillover to the City and County of El Paso. This chaotic environment presents an opportunity for international terrorists and criminal organizations to exploit federal and local law enforcement vulnerabilities along the U.S.-Mexico border.

A combined law enforcement partnership is needed to combat this challenging situation. Operation Stonegarden will provide the means to successfully accomplish the mission of securing our Nation’s border.

B. Terrain/Weather: El Paso County is on the far western tip of Texas, with 1,058 square miles with a population of approximately 800,000. El Paso County shares approximately 47 miles of border with Mexico. The Rio Grande River flows between the U.S. and Mexico. The Rio Grande is usually no wider than 50 meters and can easily be forded on foot, horseback and in some instances, by vehicle. Interstate 10 (I-10), Highway 54, US 62/180 are the most prominent transportation routes. I-10 comes within several hundred yards of the U.S.-Mexico border. This proximity to the border offers an avenue of approach to the interior of the U.S.

C. Criminal Element: The criminal element in the El Paso-Cd. Juarez area varies from highly organized DTO’s to local street gangs. The ongoing drug war in Cd. Juarez has drastically increased violent crime on the border. Gang members directly linked to El Paso and the rest of the U.S., have been identified as working for the cartels, providing services from transport of contraband to actual murders. The ability to track and gather intelligence has become increasingly difficult. The criminal element has become sophisticated with increased counter-intelligence capabilities. Any intelligence gathered, quickly becomes obsolete causing safety concerns for the public as well as for law enforcement. These groups have an extensive network on both side of the border with generations of knowledge in smuggling routes and techniques.

D. Friendly Forces

Federal:

- US Customs and Border Protection (CBP) (915) 526-9259
- El Paso Sector Border Patrol (915) 834-8350
- Immigration and Customs Enforcement (ICE) (915) 231-3201
- Drug Enforcement Administration (DEA) (915) 779-2592

State and Local:

- El Paso County Sheriff's Office (EPCSO) (915) 546-2280
- El Paso Police Department (EPPD) (915) 564-7000
- Socorro Police Department (SPD) (915) 858-6983
- Horizon City Police Department (HCPD) (915) 852-1047

II. MISSION

Operation Stonegarden is designed to coordinate surge efforts between federal and local law enforcement agencies to protect and secure our Nation's borders from terrorist, weapons of mass effect, transnational gangs, contraband smuggling, and human trafficking. Increased law enforcement presence along the border will result in the reduction of cross-border crimes, resulting in the improvement of the quality of life for the citizens of El Paso County. Through Operation Stonegarden, the EPCSO, EPPD, SPD, and HCPD will combine efforts with the El Paso Sector Border Patrol to prevent criminal activity along the border. Officers assigned to Operation Stonegarden will enforce applicable state and local laws and regulations within the scope of their authority granted by the State of Texas.

III. EXECUTION

A. Management/Supervisor Intent: It is the intent of all law enforcement partners will increase border security through coordination, collaboration and cooperation with US Border Patrol, El Paso Sector under the provisions of Operation Stonegarden. The main focus of this Operations Plan is aggressive enforcement of Texas law by participating jurisdictions and to deny criminal organizations opportunities to smuggle narcotics and/or contraband and to refuse potential terrorists entry, egress, and access to transportations hubs in the southern region of Texas.

B. General Concept: The EPCSO, EPPD, SPD, and HCPD will increase border security through direct coordination with US Border Patrol, El Paso Sector. It is anticipated that the increase in law enforcement presence along entry avenues, major egress routes away from the immediate border, and at transportation hubs will significantly impact the ability of criminal organizations to operate in the El Paso Sector AOR (Area of Responsibility) in Texas. Intelligence information and vulnerability assessments are a critical to this operation. Once the threats and vulnerabilities outlined in this plan have been mitigated the operation will cease until such time as new threats and vulnerabilities are identified.

C. Specific Responsibilities: Operation Stonegarden will allow the Border Patrol to partner with local law enforcement agencies resources to target specific areas within El Paso County affected by illicit cross-border traffic, to include auto theft, burglary, criminal damage, and drug and human trafficking. Resources assisting in the effort include personnel and patrol vehicles, increased traffic enforcement and assignment of officers to specific areas to assist US Border Patrol. All local activities supporting this Operations Order will be coordinated with the US Border Patrol station in their area of operations. The EPT Chief Patrol Agent will approve Stonegarden coordinating procedures and policies.

D. Coordinating Instructions: Agencies and assets assigned to Stonegarden related operations will coordinate their activities through their chain of command. Also the agencies will coordinate with the BP Station responsible for the AOR where specified operations are to be conducted. Agencies will provide assistance to localities used to stage and/or support smuggling/trafficking operations. Agencies will submit Operation Stonegarden Reports using prescribed procedures beginning Operation Stonegarden 2010. A BP representative will coordinate all involvement in supporting this Operations Order with all partnered agencies prior to each operation. The El Paso Border Patrol Sector will determine specific operational areas. Agencies will coordinate with BP to ensure the ability to redirect resources to areas deemed the greatest risk to national security based on the most current intelligence and illegal border related activity trends.

GRAND TOTAL El Paso County, Texas Cost Estimates: \$5,098,225.00

IV. BUDGET

A.1 Cost Estimates/Funding Requests (Year 1):

Administration/Logistics/Budget Request	Narrative Justification (Computation of Items)	Federal Request
Law Enforcement Operational Overtime	<p>EPCSO:Officer/Detective: \$54 per hr. OT avg. rate x 5 Officers x 8 hrs. x 3 days/operation x 26 operations/yr. = \$168,480</p> <p>EPCSO Sergeant: \$65 per hr. OT avg. rate x 1 Sgt. x 8 hrs. x 3 days/operation x 26 operations/yr. = \$40,560</p> <p>EPPD: Sworn Supervisor avg. \$60/hr. x 2 x 8 hrs. x 3 day detail x 52 wks. = \$149,760</p> <p>Officers/Detectives @ avg. \$45/hr. x 10 x 8 hrs. x 3 day detail x 52 wks. = \$561,600</p> <p>SOCORRO POLICE DEPT: Police Officer \$28.50 per hr. OT Rate x 5 officers x 8hrs x 4days per month x 12 months = \$54,720</p> <p>SPD Supervisor: \$31.50 per hr. OT Rate x 1 x 8hrs x 4days per month x 12 months = \$12,096</p> <p>HCPD: Sworn Officer(s) which includes the Sgt's and Lt. avg. \$30.00/hr. x 6 shifts x 8 hrs. per shift x 52 wks= \$74,880</p>	\$1,062,016
Fringe Benefits for Peace Officers	<p>EPCSO: \$209,040 x [(FICA 7.65%) + (Retirement12.33%) + (W/C .47%) + (Unemployment .38%) or 20.83%] = \$43,543</p> <p>EPPD: Sworn Supervisor & Officer /Detective \$711,360 x 25% = \$177,840.00</p> <p>SPD:(Fica, Suta, W/C) = \$1,141.86 Monthly or Yearly = \$13,702</p> <p>HCPD: Sworn Officer(s) which includes Sgt.'s and Lt. \$74,880 x benefits of 25%= \$18,720</p>	\$253,903
Travel, Lodging &Per Diem		\$-0-
General Equip.		\$-0-
Special Equipment:	<p>EPCSO:</p> <p>Vehicles (5) @ \$63,750 = \$318,750</p> <p>Crime Scene Vehicle 1 @ 50,000=\$50,000</p> <p>Speed Radars (10) @ \$1,500 = \$15,000</p> <p>Command Boards (2)@\$250.00 = \$500</p> <p>Megaphones (2) @ \$100.00 = \$200</p> <p>Drug Test Kits = \$2,000</p> <p>Body Armor: Protech Nato Shield II & III (1) \$10,234.95 + (1) \$6,000.00=\$16,235</p> <p>First Response Kits (10) @ \$2,750= \$27,500</p> <p>Bullet Proof Vests 24" X36" (2) @ \$2,785= \$5,570</p> <p>Stretcher (10) @ \$55.00 = \$550</p> <p>Camera with monitor \$500 x 5 = \$2,500</p> <p>Taser/camera 20 @ \$450 = \$9,000</p> <p>Taser/lethal shot \$600 x 5 = \$3,000</p> <p>Taser non-lethal munition 20 @ \$100.00 = \$2,000</p> <p>Taser non-lethal munition 10 @ \$750.00 = \$7,500</p> <p>First Aid Kits(10 @ \$200 = \$2,000</p> <p>Spikes (5) @ \$500 = \$2,500</p> <p>Cones (200) x \$30 = \$6,000</p> <p>Night Vision Goggles 5 @ \$5,000 = \$25,000</p> <p>FLIR's 5 @ \$10,000 = \$50,000</p> <p>Night Vision Scope for weapon \$5,595 x 2 = \$1,200</p> <p>Portable Lighting Systems 2 @ \$10,000 = \$20,000</p>	\$567,005
Vehicles: Fuel Cost	<p>EPCSO: 6 vehicles x 150 miles x 3 days x x 26 operations/yr= approx. 70,200 miles/yr. x .50/mi = \$35,100</p> <p>EPPD: 10 vehicles x 426 miles x 52 operations/year = 221,600. Approx. 221,600 miles per year x 0.50 cents per mile = \$110,800</p> <p>SOCORRO: 10 vehicles x 45.4 miles x 3 days x 30 operations/year = 40,860. Approx.</p>	\$174,130

	40,860 miles per year x 0.50 cents per mile = \$20,430 HCPD: 6 vehicles x avg. 50 miles per shift or 300 miles per week x 52 weeks x .50= \$7,800	
TOTAL YR 1		\$2,057,054

A.2 Cost Estimates/Funding Requests (Year 2):

Administration/Logistics/Budget Request	Narrative Justification (Computation of Items)	Federal Request
Operational Overtime for Peace Officers	EPCSO: Officer/Detective \$58 per hr. OT avg. rate x 5 Officers x 8 hrs. x 3 days/operation x 26 operations/yr. = \$180,960 EPCSO Sergeant \$70 per hr. OT avg. rate x 1 Sgt. x 8 hrs. x 3 days/operation x 26 operations/yr. = \$43,680 EPPD: Sworn Supervisor avg. \$60/hr. x 2 x 8 hrs. x 3 day detail x 52 wks. = \$149,760 Officers/Detectives @ avg. \$45/hr. x 10 x 8 hrs. x 3 day detail x 52 wks. = \$561,600 SPD: Police Officer \$28.50 per hr. OT Rate x 5 officers x 8 hrs x 4 days per month x 12 months= \$54,720 SPD Supervisor: \$31.50 per hr. OT Rate x 1 x 8hrs x 4days per month x 12 months = \$12,096 HCPD: Sworn Officer(s) which includes Sgt's & Lt. avg. \$30.00/hr. x 6 shifts x 8 hrs. per shift x 52 wks= \$74,880	\$1,077,616
Fringe Benefits for Peace Officers	EPCSO: \$224,640 x [(FICA 7.65%) + (Retirement 12.33%) + (W/C .47%) + (Unemployment .38%) or 20.83%] = \$46,793 EPPD: Sworn Supervisor & Officer /Detective \$711,360 x 25% = \$177,840 SPD: (Fica, Suta, W/C) = \$1,141.86 Monthly or Yearly = \$13,702 HCPD: Sworn Officer(s) which includes Sgt.'s and Lt. \$74,880 x 25%= \$18,720	\$257,153
Travel		\$-0-
Lodging		\$-0-
Reception of Detailed Personnel		\$-0-
Uniform and Equipment		\$-0-
Special Equipment:		\$-0-
Alien Processing		\$-0-
Medical		\$-0-
Detention/Transportation		\$-0-
Fuel Cost	EPCSO: 6 vehicles x 150 miles x 3 days x 26 operations/year x 1 yr. = Approx. 70,200 miles per year x 0.50 cents per mile = \$35,100 EPPD: Operational Cost 10 vehicles x 426 miles x 52 operations/year = 221,600 Approx. 221,600 miles per year x 0.50 cents per mile = \$110,800 SOCORRO: Operational Cost 10 vehicles x 45.4 miles x 3 days x 30 operations/year = 40,860. Approx. 40,860 miles per year x 0.50 cents per mile = \$20,430 HCPD: 6 vehicles x avg. 50 miles per shift or 300 miles per week x 52 weeks x .50= \$7,800	\$174,130
TOTAL YR 2		\$1,505,899

A.3 Cost Estimates/Funding Requests (Year 3):

Administration/ Logistics/Budget Request	Narrative Justification (Computation of Items)	Federal Request
Operational Overtime	<p>EPCSO: Officer/Detective \$63 per hr. OT avg. rate x 5 Officers x 8 hrs. x 3 days/operation x 26 operations/yr. = \$196,560</p> <p>EPCSO Sergeant \$76 per hr. OT avg. rate x 8 hrs. x 3 days/operation x 26 operations/yr. = \$47,424</p> <p>EPPD: Sworn Supervisor avg. \$60/hr. x 2 x 8 hrs. x 3 day detail x 52 wks. = \$149,760</p> <p>Officers/Detectives @ avg. \$45/hr. x 10 x 8 hrs. x 3 day detail x 52 wks. = \$561,600</p> <p>SPD: Police Officer \$28.50 per hr. OT Rate x 5 officers x 8 hrs x 4 days per month x 12 months= \$54,720</p> <p>SPD Supervisor: \$31.50 per hr. OT Rate x 1 x 8hrs x 4days per month x 12 months = \$12,096</p> <p>HCPD: Sworn Officer(s) which includes the Sgt's and Lt. avg. \$30.00/hr. x 6 shifts x 8 hrs. per shift x 52 wks= \$74,880.00</p>	\$1,096,960
Fringe Benefits for Peace Officers	<p>EPCSO: \$ 243,984 x [(FICA 7.65%) + (Retirement 12.33) + (W/C .47%) + (Unemployment .38%) 20.83%] = \$50,822</p> <p>EPPD: Sworn Supervisor and Officer /Detective \$711,360 x 25% = \$177,840.00</p> <p>SPD:(Fica, Suta, W/C) = \$1,141.86 Monthly or Yearly = \$13,702</p> <p>HCPD: Sworn Officer(s) which includes Sgt.'s and Lt. \$74,880 x 25%= \$18,720</p>	\$261,182
Travel		\$-0-
Lodging		\$-0-
Reception of Detailed Personnel		\$-0-
Uniform and Equipment		\$-0-
Special Equipment		\$-0-
Alien Processing		\$-0-
Medical		\$-0-
Detention/Transp ortation		\$-0-
Fuel Cost	<p>EPCSO: 6 vehicles x 150 miles x 3 days x 26 operations/year x 1 yr. = Approx. 70,200 miles per year x 0.50 cents per mile = \$35,100</p> <p>EPPD: Operational Cost 10 vehicles x 426 miles x 52 operations/year = 221,600. Approx. 221,600 miles/year x 0.50 cents per mile = \$110,800</p> <p>SPD: Operational Cost 10 vehicles x 45.4 miles x 3 days x 30 operations/year = 40,860. Approx. 40,860 miles per year x 0.50 cents per mile = \$20,430</p> <p>HCPD: 6 vehicles x avg. 50 miles per shift or 300 miles per week x 52 weeks x .50= \$7,800</p>	\$174,130
TOTAL YR 3		\$1,532,272

The El Paso Police Department (EPPD), Socorro Police Dept. (SPD) and Horizon Police Dept. (HPD) will ask for a waiver for the amount of the OT limit above 50%.

V. COMMAND/CONTROL/COMMUNICATION

A. Chain of Command: Each law enforcement agency will follow its own Chain of Command concept.

B. Unit Command: The surge operation supervisors for each participating agency will function as the detail supervisor during operations.

C. Communication Details: Each participating agency's communications division will coordinate communications with other units/agencies that are not on common frequencies. Communication between local and federal agencies will take place through the utilization of telephone, email correspondence, and other agreed upon electronic means.

D. Map Coordinates:

Degrees: Minutes: Seconds:
Longitude: W 106: 22:13 Latitude: N 31: 47: 37
Decimal: W 106.370148 N 31.793606
Location Zone:
GPS Coordinates for El Paso Sector Headquarters are:
W : 106' 22' 06.87
N : 031' 47' 38.69

ANNEX

A. Administration Annex: The El Paso County will administer and take the fiscal and programmatic responsibilities for grant reporting under the direction of the El Paso County Sheriff's Office (EPCSO):

- Sheriff Richard D. Wiles and Chief Sylvia Aguilar, EPCSO
(915) 538-2006
- The EPCSO, the City of El Paso Police Department (EPPD) and Socorro Police Department will send all reimbursement requests to the County Auditor's Office for personnel and equipment expenses to:
Edward Dion - El Paso County Auditor
800 E. Overland, Suite 406
El Paso, TX 79901-2419
(915) 546-2040 x 3482

B. Execution Annex: The Operation Stonegarden will be executed by a joint effort to include:

- Chief Patrol Agent –BP El Paso Sector Headquarters
Victor M. Manjarrez Jr.
915.834.8301
- El Paso County Sheriff's Office – Sheriff Richard D. Wiles
(915) 538-2106
- El Paso Police Department - Police Chief, Greg Allen
(915) 564-7381
- Socorro Police Department- Acting Chief of Police, Jaime Avalos
(915) 858-6983

C. Command Annex:

BP Chain of Command: Sector Headquarters

Victor M. Manjarrez Jr. Chief Patrol Agent

8901 Montana Avenue
El Paso, Texas 79925
915.834.8301

Mark Rios

Assistant Chief Patrol Agent

8901 Montana Avenue
El Paso, Texas 79925
915.834.8304

El Paso Station

Exiquio Saldivar

Patrol Agent In Charge

8935 Montana Avenue
El Paso, Texas 79925
915.834.8702

Fabens Station David J. Blea Special Operations Supervisor-Fabens

16001 Socorro Rd.
Fabens, Texas 79938
915.765-2507

El Paso County Sheriff Office Chain of Command:

Sheriff Richard D. Wiles

3850 Justice Drive
El Paso, TX 79938
(915) 538-2105

Chief Sylvia Aguilar

3850 Justice Drive
El Paso, TX 79938
(915) 538-2105

Patrol Commander, Frank Ortez

3850 Justice Drive
El Paso, TX 79938
(915) 538-2265

Lieutenant, Jack Waite

3850 Justice Drive
El Paso, TX 79938
(915) 479-1393

El Paso Police Department Chain of Command:

Police Chief, Greg Allen

911 N. Raynor
El Paso, TX 79903
(915) 564-7310

Assistant Chief, Jerome Johnson

911 N. Raynor
El Paso, TX 79903
(915) 564-7310

Commander Zina Silva

911 N. Raynor
El Paso, TX 79903
(915) 564-7100

Lt. Tyler Grossman

911 N. Raynor
El Paso, TX 79903
(915) 564-7100

Sgt. Jose Reveles

911 N. Raynor
El Paso, TX 79903
(915) 564-7100

Socorro Police Department Chain of Command:

Acting Chief Jaime Avalos

670 Poona
Socorro, TX 79927
(915) 858-6983

Horizon Police Department Chain of Command

Police Chief Michael McConnell

14999 Darrington Road
Horizon, TX 79928
(915) 852-1047

Media Action Plan: Agency Public Information Officers will coordinate amongst each other before releasing information to the public.

Legal Review: As required by each agency.

Risks: Refer to Section I-A-General Situation and I-C-Criminal Element sections.

Photos: Not applicable.

**OPERATION STONEGARDEN 2010 (OPSG-10)
GRANT APPLICATION**

1. APPLICANT NAME (Jurisdiction):	El Paso County, Texas			
2. COUNTY:	El Paso County			
3. PARTICIPATING AGENCIES (List the county & municipal law enforcement agencies who will participate in the grant program)	El Paso County Sheriff's Office El Paso Police Department Socorro Police Department Horizon Police Department			
4. CHECKLIST OF APPLICATION ATTACHMENTS:	<input checked="" type="checkbox"/> Designation of Grant Officials (Form A-2). <input checked="" type="checkbox"/> Application for Federal Assistance (Form A-3). The Authorized Official must sign this form. <input checked="" type="checkbox"/> Financial Cost Estimate (Form A-4). The Grant Financial Officer must sign this form. <input checked="" type="checkbox"/> Assurances and Certifications (Form A-5). The Authorized Official must sign this form. <input checked="" type="checkbox"/> Direct Deposit Authorization Form (Form 74-176). The Grant Financial Officer must sign this form.			
	<input checked="" type="checkbox"/> Appendix A. Budget Narrative Worksheet – see Note below			
	<input checked="" type="checkbox"/> Appendix B. Operations Order Report - see Note below			
	Note: See the Operation Stonegarden 2010 (OPSG-10) Guidance & Application Kit for information on completing these forms.			
5. CERTIFICATION	The undersigned agree to comply with all terms and conditions outlined in the DHS Fiscal Year 2010 Operation Stonegarden Guidance and Application Kit.			
	_____ Authorized Official-Anthony Cobos County Judge (Original Signature)	_____ Date	_____ Grant Project Officer- Sheriff Richard D. Wiles (Original Signature)	_____ Date
6. APPROVAL	The attached application is approved.			
	<input type="checkbox"/> State Coordinator of Preparedness and Operations		_____ Date	

Mail completed forms and application materials to:

State Administrative Agency
 Texas Division of Emergency Management
 Texas Department of Public Safety
 PO Box 4087
 Austin, TX 78773-0224

DESIGNATION OF GRANT OFFICIALS

GRANT:	Operation Stonegarden 2010 – Local Grants (OPSG-10)
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GRANT PERIOD: (date of award for 36 months)	October 1, 2009 to September 30, 2012
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AGENCY NAME:	El Paso County, Texas
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Grant Project Officer	
<i>Name</i>	Richard D. Wiles
<i>Title</i>	Sheriff
<i>Official Mailing Address</i>	3850 Justice Drive El Paso, TX 79938
<i>Daytime Phone Number</i>	(915) 538-2006
<i>Fax Number</i>	(915) 538-2028
<i>E-mail Address</i>	rwiles@epcounty.com

Grant Financial Officer	
<i>Name</i>	Edward A. Dion
<i>Title</i>	County Auditor
<i>Official Mailing Address</i>	400 E. Overland, Room 406 El Paso, TX 79901-2419
<i>Daytime Phone Number</i>	(915) 546-2040 x 3482
<i>Fax Number</i>	(915) 546-8172
<i>E-mail Address</i>	edion@epcounty.com

Authorized Official *	
<i>Name</i>	Anthony Cobos
<i>Title</i>	County Judge
<i>Official Mailing Address</i>	500 E. San Antonio Street, Room 301 El Paso, TX 79901-2424
<i>Daytime Phone Number</i>	(915) 546-2098
<i>Fax Number</i>	(915) 543-3888
<i>E-mail Address</i>	cjdcobos@epcounty.com

* An individual authorized to execute contracts on behalf of a jurisdiction or local law enforcement agency.

APPLICATION FOR STATE ASSISTANCE

(Instructions on Reverse)

1. NAME OF PROGRAM/ ASSISTANCE: OPERATION STONEGARDEN	2. APPLICANT STATUS: <input type="checkbox"/> City <input checked="" type="checkbox"/> County
3. START DATE: (UPON AWARD) 10/01/2009	END DATE: (36 MONTHS) 9/30/12
4. APPLICANT INFORMATION	
a. Legal Name of Applicant Organization (as it appears on the OPSG-10 Application/Form A-1): El Paso County, Texas	b. Name & Telephone Number of Grant Performance Officer: Richard D. Wiles (915) 538-2006
c. Mailing Address: 3850 JUSTICE DRIVE EL PASO, TEXAS 79938	d. Physical Address (if different from Mailing Address):
5. EMPLOYER IDENTIFICATION NUMBER / TAX ID # 746-00-0762	
6. ESTIMATED EXPENSES:	
Total Estimated Cost/Federal Request (This amount will be the total on your Budget Narrative Worksheet)	\$5,098,225.00
7. CERTIFICATION: I certify that to the best of my knowledge and belief this application and its attachments are true and correct.	
a. Typed Name of Authorized Official:	ANTHONY COBOS
b. Title of Authorized Official:	COUNTY JUDGE
c. Original Signature of Authorized Official:	
d. Date Signed:	

EL PASO COUNTY
2010 Operation Stonegarden OPSG
Budget Worksheet
Ideal Budget

Operational OT

Name/Position	Yr. 1	Yr. 2	Yr. 3	Total
EPCSO	\$ 209,040.00	\$ 224,640.00	\$ 243,984.00	\$ 677,664.00
EPPD	\$ 711,360.00	\$ 711,360.00	\$ 711,360.00	\$ 2,134,080.00
Socorro	\$ 66,816.00	\$ 66,816.00	\$ 66,816.00	\$ 200,448.00
Horizon	\$ 74,800.00	\$ 74,800.00	\$ 74,800.00	\$ 224,400.00
	\$ 1,062,016.00	\$ 1,077,616.00	\$ 1,096,960.00	

Fringe Benefits for Peace Officers

Name/Position	Yr. 1	Yr. 2	Yr. 3	Total
EPCSO	\$43,543.00	\$46,793.00	\$50,822.00	\$141,158.00
EPPD	\$177,840.00	\$177,840.00	\$177,840.00	\$533,520.00
Socorro	\$13,800.00	\$13,800.00	\$13,800.00	\$41,400.00
Horizon	\$18,720.00	\$18,720.00	\$18,720.00	\$56,160.00
	\$253,903.00	\$257,153.00	\$261,182.00	

Special Equipment

EPCSO	\$567,005.00			\$567,005.00
EPPD				
Socorro				
Horizon				

Fuel Cost

	\$ 174,130.00	\$ 174,130.00	\$ 174,130.00	
EPCSO	\$ 35,100.00	\$ 35,100.00	\$ 35,100.00	\$ 105,300.00
EPPD	\$ 110,800.00	\$ 110,800.00	\$ 110,800.00	\$ 332,400.00
Socorro	\$20,430.00	\$20,430.00	\$20,430.00	\$61,290.00
Horizon	\$7,800.00	\$7,800.00	\$7,800.00	\$23,400.00

	\$ 2,057,054.00	\$ 1,508,899.00	\$ 1,532,272.00	\$ 5,098,225.00
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STATE & FEDERAL ASSURANCES & CERTIFICATIONS

FY 2010 OPERATION STONEGARDEN GRANT PROGRAM (OPSG-10)

NAME OF APPLICANT:
El Paso County, Texas

This form includes Federal and State assurances and certifications that must be reviewed, signed, and submitted as a part of the Application for Federal Assistance.

Note: Certain of these assurances may not be applicable to your program. If you have any questions, please contact the awarding agency.

As the duly authorized representative of the applicant, I hereby certify that the applicant (as a grantee or subgrantee) will comply with the Federal and State assurances and certifications below.

Anthony Cobos	County Judge
Typed Name of Authorized Official	Title
Signature of Authorized Official	Date Signed

A. FEDERAL ASSURANCES

The Applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

B. STATE ASSURANCES

The Applicant:

1. Must comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

2. Must insure that all information collected, assembled, or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Must comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. If the grantee or subgrantee is a health, human services, public safety, or law enforcement agency, it will not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. If the subgrantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.
7. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local sub-grantee shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See Section __.36 for additional guidance on contract provisions).
8. Must comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Sub-grantees shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
10. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
12. Certifies that is and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.
13. Must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, *et seq.*

13. Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in this application.

14. Will give the awarding agency, the State Comptroller, and if applicable, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

15. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.

16. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

C. FEDERAL CERTIFICATIONS

The applicant (as grantee or subgrantee) certifies:

1. Drug-Free Workplace. It will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - B. Establish a drug-free awareness program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the applicant's policy of maintaining a drug-free workplace;
 - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. the penalties that may be imposed upon employees for drug abuse violations.
 - C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
 - D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - i. abide by the terms of the statement, and
 - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
 - E. Notifying the agency within ten days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction.
 - F. Taking one of the following actions with respect to any employee who is so convicted:
 - i. taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 - G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. Lobbying:

- A. It will not use grant funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government.
 - B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Governor's Division of Emergency Management to obtain the appropriate disclosure form.
 - C. It will include the language of paragraphs A and B of this section in the award documents for all sub-awards at all tiers and will require all sub-recipients to certify accordingly.
3. It will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
 4. It will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
 5. It will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
 6. It will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 7. It will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
 - a.
 8. It will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 9. It will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

10. It will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
11. It will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
12. It will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Standard Form 424B



For Comptroller's use only

DIRECT DEPOSIT AUTHORIZATION INSTRUCTIONS

- Use only BLUE or BLACK ink.
- Alterations must be initialed.
- Financial institution must complete Section 4.
- Section 7 must be completed by the paying state agency
- Check all appropriate box(s).

TRANSACTION TYPE

SECTION 1	<input type="checkbox"/> New setup (Sections 2, 3 & 4)	<input type="checkbox"/> Change financial institution (Sections 2, 3 & 4)
	<input type="checkbox"/> Cancellation (Sections 2 & 3)	<input type="checkbox"/> Change account number (Sections 2, 3 & 4)
	<input type="checkbox"/> Interagency transfer (Sections 2 & 3)	<input type="checkbox"/> Change account type (Sections 2, 3 & 4)
	<input type="checkbox"/> Exemption (Sections 2 & 5)	

PAYEE IDENTIFICATION

SECTION 2	1. Social Security number or Federal Employer's Identification (FEI) 7 4 6 0 0 0 7 6 2		2. Mail code (If not known, will be completed by Paying State Agency)		
	3. Name El Paso County		4. Business phone number: (915) 546-2040		
	5. Street address 800 E. Overland		6. City El Paso	7. State TX	8. ZIP code 79901-2424

AUTHORIZATION FOR SETUP, CHANGES OR CANCELLATION

SECTION 3	9. Pursuant to <i>Section 403.016</i> , Texas Government Code, I authorize the Comptroller of Public Accounts to deposit by electronic transfer payments owed to me by the State of Texas and, if necessary, debit entries and adjustments for any amounts deposited electronically in error. The Comptroller shall deposit the payments in the financial institution and account designated below. I recognize that if I fail to provide complete and accurate information on this authorization form, the processing of the form may be delayed or that my payments may be erroneously transferred electronically.		
	I consent to and agree to comply with the National Automated Clearing House Association Rules and Regulations and the Comptroller's rules about Electronic transfers as they exist on the date of my signature on this form or as subsequently adopted, amended or repealed.		
	10. Authorized signature	11. Printed name	12. Date

FINANCIAL INSTITUTION (Must be completed by financial institution representative.)

SECTION 4	13. Name		14. City		15. State	
	16. Routing transit number		17. Customer account number (Dashes required <input type="checkbox"/> YES)		18. Type of account <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
	19. Representative name (Please print)			20. Title		
	21. Representative signature (Optional)		22. Phone number ()		23. Date	

EXEMPTION:

SECTION 5	I claim exemption and request payment by state warrant (check) because:		
	24. <input type="checkbox"/> I hold a position that is classified below group 8 in the position classification salary schedule.		
	25. <input type="checkbox"/> I am unable to establish a qualifying account at a financial institution.		
	26. <input type="checkbox"/> I certify that payment by direct deposit would be impractical and/or more costly to me than payment by warrant.		
	27. Authorized signature	28. Printed name	29. Date

CANCELLATION BY AGENCY

SEC6	30. Reason		31. Date	

PAYING STATE AGENCY

SECTION 7	32. Signature		33. Printed name	
	34. Agency name		35. Agency number	
	36. Comments		37. Phone number ()	
			38. Date	