



COMMISSIONERS COURT
COMMUNICATION

AGENDA DATE: 01/23/2012

CONSENT OR REGULAR: Consent

CONTRACT REFERENCE NO
(IF APPLICABLE): KK#11-461

SUBJECT:

Approve and authorize the County Judge to sign the Interlocal Agreement between Juvenile Probation Department (JPD) and the Sheriff's Office for Security Services to the JPD main administrative buildings and surrounding parking lots located at 6400 Delta Drive.

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

Sheriff's Office agrees to provide two (2) full-time Courthouse Security Officers and two (2) full-time Sheriff Deputies to JPD from October 1, 2011 to September 30, 2012.

FISCAL IMPACT:

Actual cost of salaries and benefits for two (2) Courthouse Security Officers and two (2) Sheriff Deputies, according to the El Paso County Sheriff's Office salary plan. The agreement shall automatically renew for successive one year terms unless terminated by either party upon thirty (30) days advance written notice to the other party.

PRIOR COMMISSIONERS COURT ACTION (IF ANY):

None.

RECOMMENDATION:

Recommend approval.

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:

LEGAL REVIEW:

LEGAL REVIEW NOTES (If Applicable):

DATE:

SUBMITTED BY: Richard D. Wiles, Sheriff

Isabel Hernandez

From: Holly C. Lytle
Sent: Thursday, January 12, 2012 3:57 PM
To: Isabel Hernandez
Subject: KK-11-461 Contract Review Form

EL PASO COUNTY LEGAL REVIEW FORM

KK-11-461

Contract Description: Interlocal Agreement between JPD and SO for Security Services at the JPD Complex

COUNTY ATTORNEY ACTION**

****Requested Amendments/Clarifications:** Please list 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.

Holly C. Lytle
Assistant County Attorney
Date: January 12, 2012

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**INTERLOCAL AGREEMENT BETWEEN THE
EL PASO COUNTY JUVENILE BOARD AND THE
EL PASO COUNTY SHERIFF’S OFFICE FOR
SECURITY SERVICES**

This agreement is made and entered into by and between the El Paso County Juvenile Board, hereinafter known as the “Board” on behalf of the El Paso County Juvenile Probation Department, hereinafter known as “JPD” and El Paso County on behalf of the El Paso County Sheriff’s Office, hereinafter called “EPCSO” to provide security services for the JPD’s main administrative buildings and surrounding parking lots located at 6400 Delta Drive; El Paso, Texas, under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code.

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, the County and the Board are local governments as defined in Texas Government Code, Section 791.003(4) 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 Board desires to have the EPCSO provide security services for the JPD’s main administrative buildings and surrounding parking lots located at 6400 Delta Drive; El Paso, Texas; and

WHEREAS, the Board desires that the EPCSO furnish security guard services and duly perform any and all necessary and appropriate functions, actions, and responsibilities of a law enforcement agency; and

WHEREAS, the Board and the County recognize that a consolidated effort in the coordination of services to meet the security needs of the JPD will result in a significant cost savings and is in the best interest of the citizens of the County of El Paso; and

WHEREAS, the Board and the County 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;

NOW, THEREFORE, in consideration of the terms and conditions herein, it is mutually agreed as follows:

A. PURPOSE OF AGREEMENT

The purpose of this agreement is to establish the terms and conditions under which the EPCSO will provide security services for the JPD located at 6400 Delta Drive; El Paso, Texas 79905.

B. DUTIES OF THE EPCSO

1. Security Duty Hours: Scheduled work hours shall be within the below referenced number of hours per week. Actual work times may be modified by mutual agreement to accommodate specific operational needs within the facility.

Administration Lobby

Monday through Thursday	7:00 a.m. – 7:00 p.m.
Friday	7:00 a.m. – 5:00 p.m.
Saturday	8:00 a.m. – 1:00 p.m.

Delta Academy Lobby

Monday, Wednesday, Friday	7:30 a.m. – 5:00 p.m.
Tuesday and Thursday	7:30 a.m. – 8:30 p.m.

2. During scheduled working hours, EPCSO security personnel shall adhere to any rules, regulations and codes of conduct required of the EPCSO. The EPCSO shall be made aware of the policies and procedures of the JPD and ensure that EPCSO security personnel adhere to those rules.
3. Assignment of EPCSO Officers: The EPCSO agrees to provide two (2) full time courthouse security officers and two (2) full time sheriff deputies to the JPD. Said deputies shall be provided to the JPD on the basis of one (1) deputy and one (1) security guard at the times referenced in (B)(1). One deputy shall maintain the duties of a supervisor.
4. Security Equipment:
 - a. The Board shall support the ability of the EPCSO to perform its duties by adequately supplying the following equipment: 1) x-ray machine and metal detector, 2) hand-held metal detectors, 3) surveillance monitors, and 4) desk, table, chair and work area basics.
 - b. The EPCSO shall be responsible for the monitoring, use and inspection of the security equipment referenced in 4(a) and shall provide a daily report of the operating status of each piece of security equipment provided by the JPD to the EPCSO. JPD security equipment shall not be loaned or used by any individual other than the EPCSO assigned security personnel.

5. Security Personnel Licensing, Certification and Training
 - a. The EPCSO warrants that all security personnel assigned to the JPD meet all applicable regulatory agency or department policies, procedures and administration rules to perform the services described in this agreement. Current proof of such certification, approval, license, regulation or any other requirement shall be provided to the JPD upon request.
 - b. The EPCSO warrants that personnel assigned to the JPD have received training and certification in 1) basic first aid, 2) cardiopulmonary Resuscitation (CPR), 3) Crisis Prevention and Intervention (CPI), and 4) abuse, neglect and exploitation.
 - c. The EPCSO ensures that security personnel have all certifications and that all training is current, and when recertification, renewal or update is required, the EPCSO and/or the JPD shall ensure that the training is completed.

6. Procedures: Daily security practices expected from the EPCSO security personnel under this agreement include:
 - a. Monitor x-ray and metal detector when individuals are passing through it.
 - b. Investigate any alarms, signals or indicators when detectors indicate the presence of unusual or questionable items.
 - c. Visually inspect all individuals entering and require them to remove hats or headgear of any type; open or remove coats, jackets or scarves.
 - d. Visually inspect the contents of all personal carry items coming into the facility. These items shall include purses, briefcases, shoulder or gym bags, packages, boxes or other closed containers. EPCSO shall notify JPD personnel (bailiff and Detention Central Control) if a weapon or suspicious item believed to be a threat is discovered.
 - e. Ensure that cell phones or personal electronic devices are not taken into the facility by members of the general public.
 - f. Ensure any item which could potentially endanger or disrupt operations at the facility is not allowed into the facility. This includes weapons of any kind, including firearms or knives.
 - g. Direct all individuals based on their specific business, to the appropriate location and provide general information to inquiries from the public about facility operations.
 - h. Maintain observation on all activity in the lobby and first floor area in and around the courtroom, reception desk, staircase and other adjoining areas
 - i. Conduct regular patrols of the front outside area, parking lot(s) and facility grounds.
 - j. Investigate any suspicious behavior or activities occurring on the facility property.
 - k. Respond to any disturbances in or on the facility property and respond to any calls for assistance from any location in or on the facility.
 - l. Regularly check surveillance monitors for unusual or suspicious behavior

- m. Monitor the portable radio for calls for assistance or reports of unusual activity and respond promptly when called via radio using appropriate radio protocol. All radio traffic shall be used for official business only.
 - n. Relay information via radio to any staff, facility or court member with appropriate information, warnings or updates as appropriate.
 - o. Maintain the orderliness of the front lobby area; direct any individual to conduct themselves appropriately when on the facility property; and direct any non-compliant individual to leave the property.
 - p. Contact the police, fire or rescue departments when needed or as directed by any staff member.
 - q. Prepare incident reports of any major event or activity, this shall include but is not limited to tagging or any damage to the JPD property, on the required JPD incident form and forward to the Deputy Chief of Finance and Operations; all such incident reports shall be completed prior to the officer ending their shift and leaving the facility.
 - r. Ensure that all individuals who enter the facility are subject to entry screening requirements. For those individuals who are disabled, EPCSO shall ensure that appropriate procedures are in place so as not to create a health risk to the disabled person.
7. Supervision:
- a. The EPCSO shall be responsible for the direct management of all security personnel through a designated supervisory representative. This supervisory representative shall be available for contact by JPD management at anytime during the scheduled work hours of the security personnel.
 - b. The EPCSO shall supply the JPD with contact person's name and phone number.
 - c. The EPCSO shall provide the JPD with the names of personnel assigned to the JPD. The EPCSO shall notify the JPD whenever there are changes in staffing or new personnel assigned. When changes occur, the EPCSO shall provide the JPD with an updated personnel list.
 - d. JPD's Deputy Chief of Finance and Operations shall be responsible for enforcing this Agreement and for maintaining a line of communication with the EPCSO in respect to the actions of on-site security personnel. JPD's Deputy Chief of Finance and Operations shall have no management or control of on-site security personnel and shall only act as a liaison between the EPCSO and the JPD. Nothing in this agreement or any other document shall imply that JPD's Deputy Chief of Finance and Operations, the Board, or the JPD has any control or management responsibilities or duties of on-site personnel.
 - e. All personnel employed with the EPCSO under the terms and provisions of this Agreement are the employees of the EPCSO. They are not employees of the JPD or the Board.

C. DUTIES OF THE BOARD

With a copy to the EPCSO: Sheriff of El Paso County
El Paso County Sheriff's Office
3850 Justice Drive
El Paso, Texas 79938

2. This agreement may not be assigned by any party in whole or in part.
3. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in El Paso County, Texas.
4. This document expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by the parties.
5. In the event that any portion of this agreement shall be found to be invalid or unenforceable, the remaining terms and conditions shall be severed and shall remain in full force and effect.
6. This agreement is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding to meet the liabilities of this Agreement. Neither party shall have a cause of action against the other in the event either party is unable to perform its obligations pursuant to this Agreement as a result of suspension, termination or withdrawal of Federal, State and or local funding.

IN WITNESS WHEREOF this agreement has been executed on behalf of the County of El Paso and the El Paso County Juvenile Board in the manner provided by law.

ATTEST

County Clerk

THE COUNTY OF EL PASO

By _____
Hon. Veronica Escobar
County Judge
Date: _____

EL PASO COUNTY JUVENILE BOARD

By _____
Hon. Yahara L. Gutierrez, Judge
65th Judicial District Court
Date: _____

APPROVED AS TO CONTENT:

El Paso County Juvenile Probation Department

By: _____
Roger Martinez
Chief Juvenile Probation Officer
Date: _____

El Paso County Sheriff's Office

By: _____
Richard D. Wiles
El Paso County Sheriff
Date: _____