

THE STATE OF TEXAS §

KNOW ALL BY THESE PRESENT

COUNTY OF EL PASO §

**INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF EL PASO, TEXAS and THE CITY OF EL PASO, TEXAS
2013 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM**

This Interlocal Agreement is entered into by and between the County of El Paso, Texas, acting by and through its governing body, the Commissioners Court (hereinafter referred to as "COUNTY", and the City of El Paso, Texas, acting by and through its governing body, the City Council (hereinafter referred to as "CITY").

WHEREAS, the Interlocal Cooperation Act, Sec. 791.001, et seq., Texas Government Code, authorizes local governments to contract with one another to carry out their governmental functions; and

WHEREAS, the COUNTY and the CITY are local governments as defined in Texas Government Code, have the authority to enter into this Agreement, and have each entered into this Agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, the COUNTY and the CITY agree that it is more efficient, effective, and less costly to submit a joint application for and administer funding under the 2013 Edward Byrne Justice Assistance Grant (JAG) Program: Local Solicitation (hereinafter referred to "JAG Local Solicitation Program") for certain criminal justice activities, thereby serving the public; and

WHEREAS, the County of El Paso will be the lead participating agency for application and administration of funds for the JAG Local Solicitation Program; and

WHEREAS, the COUNTY and CITY believe it to be in their interest to allocate the JAG Local Solicitation Program funds in the manner described in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and of other good and valuable consideration, and intending to be bound hereby, the COUNTY and the CITY agree as follows:

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

The CITY and COUNTY agree that the COUNTY will prepare and submit an application for funds under the JAG Program in the total amount of \$237,214.00 for the El Paso, Texas region. The parties agree that the submission of the application will be done after such is reviewed by the CITY.

The parties agree that the funds received under the JAG Local Solicitation Program will be allocated as follows:

- City of El Paso \$118,607.00
- County of El Paso \$118,607.00

The parties understand and warrant that this agreement is contingent upon receipt by the COUNTY of the funding described above. In the event that the grant award is less than the amount requested, the parties understand and agree that said award shall be allocated on a percentage basis as follows:

- City of El Paso 50%
- County of El Paso 50%

In no event will the COUNTY provide any additional resources to the project beyond those specified under this Agreement.

Section 2.

The COUNTY agrees to use its share of the funds only for eligible costs under the JAG Local Solicitation Program for the Sheriff's Office and the District Attorney's Office, as more specifically set forth in Attachment 2.

The CITY agrees that it will use its share of the funds only for eligible costs under the JAG Local Solicitation Program for the El Paso Police Department, as more specifically set forth in Attachment 2.

The parties agree that the expenditure of funds may be revised by each party so long as the costs are eligible under the JAG Local solicitation Program and approved by the funding source without the need to further amend this Agreement.

The CITY agrees it will comply with the provisions of the grant agreement and provide to the COUNTY any information that the COUNTY may require to submit reports required under the grant agreement.

In terms of equipment purchased with the JAG Local Solicitation Program funds, the parties agree that (a) the CITY list such equipment in the inventory of their own local government only and (b) the CITY shall report the status of said equipment to the COUNTY through the end of the grant period plus three (3) years as required under the federal guidelines for said funds. The parties agree that the COUNTY shall have the

right to verify the inventory list of said equipment provided by the CITY on an annual basis and at a time that is mutually convenient for all parties.

Section 3.

This agreement shall become effective upon the award to and acceptance by the COUNTY of the JAG Local Solicitation Program grant parties and shall remain in effect until the expiration of the grant period. In the event that no grant is awarded, this agreement shall be void.

Section 4.

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

Section 5.

The CITY shall maintain and make available for inspection, audit or reproduction by and authorized representative of El Paso County of the State of Texas, books, documents and other evident pertaining to the cost and expenses relating to the JAG Local Solicitation Program funds provided under this Agreement, (hereinafter called "Records").

The CITY shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and documents must be kept for a minimum of three years after the end of the contract period. If any litigation, claim or audit involving these records commences before the three-year period ends, the CITY must keep records and documents for not less than three years or until all litigation, claims or audit finds are resolved.

Section 6.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other parties.

Each party reserves, and does not waive, its respective rights of immunity and similar rights and does not waive its right under the applicable statutes. No provision of this Agreement that imposes an obligation or restriction on either party that is not permitted by applicable law shall be enforceable.

Section 7.

The laws of the State of Texas shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and performance under it.

The COUNTY and the CITY agree to observe all local, federal and state laws, rules and regulations that in any manner affect or govern the procurement of goods and services necessitated to carry out this Agreement and the services to be performed under this agreement.

The parties to the Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

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.

Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid if executed as an amendment to this Agreement.

All agreements and covenants contained in the agreement are severable. Should any term or provision of the 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.

The parties understand and agree that this Agreement constitutes the entire agreement between the parties relating to the terms and conditions of the Agreement. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto. This Agreement shall not be construed against or unfavorable to any party because of such party's involvement in the preparation of this Agreement.

(SIGNATURES FOLLOW ON THE NEXT PAGES)

COUNTY OF EL PASO

Dated: _____

By: _____

Veronica Escobar
County Judge

ATTEST: _____

Delia Briones
County Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Assistant County Attorney

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

CITY OF EL PASO

Dated: _____

By: _____

Joyce Wilson
City Manager

ATTEST: _____

City Clerk

Approved as to form:

APPROVED AS TO CONTENT:

Assistant City Attorney

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

FY 2013 BUDGET AND BUDGET NARRATIVE
Attachment 2

I. EL PASO COUNTY SHERIFF'S OFFICE				
QTY	Item Description	Estimated Cost	Location	Justification
15	Outdoor PTZ wireless Cameras @ approximately \$2,400 each.	\$36,000	Jail Annex	Additional cameras, replacement of old, outdated equipment, will provide enhanced security of our Jail Annex, staff, inmates, and the public.
20	Panasonic WV- SC 384 indoor/outdoor PTZ cameras @ approximately \$1,000 each.	\$20,000	Jail Annex	Additional cameras, replacement of old, outdated equipment, will provide enhanced security of our Jail Annex, staff, inmates, and the public.
15	Panasonic POD9CW housing with heater/blower @ approximately \$450 each.	\$6,750	Jail Annex	Additional cameras, replacement of old, outdated equipment, will provide enhanced security of our Jail Annex, staff, inmates, and the public.
16	Panasonic camera mounting @ approximately \$100 each.	\$1,600	Jail Annex	Additional cameras, replacement of old, outdated equipment, will provide enhanced security of our Jail Annex, staff, inmates, and the public.
1	Network Video Recorder (NVR) @ approximately \$10,000 each.	\$10,000	Jail Annex	Additional cameras, replacement of old, outdated equipment, will provide enhanced security of our Jail Annex, staff, inmates, and the public.
1	Installation	\$16,400	Jail Annex	Installation at our Jail Annex.
various	Cabling connectors, wiring, power supply, installation accessories, etc.	\$15,996	Jail Annex	To be secured at our Jail Annex.
	EPCSO - SUBTOTAL	\$106,746		

II. DISTRICT ATTORNEY'S OFFICE				
QTY	Item Description	Estimated Cost	Location	Justification
9	Laptop/Ultabook Tablet plus necessary accessories for each unit @ approximately \$1,244 each.	\$11,200	District Attorney's Office	Need to upgrade the portable computers used by assistant district attorneys in court to utilize the District Attorney's Portal – the office paperless file system.
various	General office supplies (i.e. toner, paper, legal pads, pens, post-its for Portal scanning directions, post-its, note pads, etc.)	\$661	District Attorney's Office	Necessary for general office operations.
DA's-SUBTOTAL		\$11,861		

III. CITY OF EL PASO POLICE DEPARTMENT				
QTY	Item Description	Estimated Cost	Location	Justification
23	DVR in Patrol unit @ \$5,156.82 each.	\$118,607	In each Patrol Unit	Efforts to improve the quality, consistency and availability of this type of evidence of crime would assist in the prosecution of DWI and DWI-related offenses.
EPPD - SUBTOTAL		\$118,607		



COMMISSIONERS COURT COMMUNICATION

AGENDA DATE : 07/01/2013

CONSENT OR REGULAR: Consent

CONTRACT REFERENCE NO
(IF APPLICABLE): 2013-0318

SUBJECT:

Approve and authorize the County Judge to sign the Interlocal Agreement with the City of El Paso Police for the Edward Byrne memorial Justice Assistance Grant (JAG) Program FY 2013 Local Solicitation in the amount of \$237,214.

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

Jurisdictions certified as disparate must identify a fiscal agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application determines and specifies the award distribution to each unit of local government and the purposes for which the funds will be used. The Interlocal Agreement identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds and must be signed by the Authorized Representative for each participating jurisdiction.

FISCAL IMPACT:

The Interlocal Agreement specifies the County of El Paso, Texas as the fiscal agent and the award distribution of:

El Paso County Sheriff's Office: \$106,746

District Attorney's Office: \$11,861

City of El Paso Police Department: \$118,607

PRIOR COMMISSIONERS COURT ACTION (IF ANY):

Public Hearing is requested for citizen comment prior to this item being approved.

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 (915) 538-2216