

County of El Paso, Texas  
DUN #098970403  
DOJ BJA FY21 JAG Local Solicitation Funding

**COUNTY of EL PASO, TEXAS JAG FY21**

## **Interlocal Agreement**

**County of El Paso, Texas  
and  
City of El Paso, Texas**

**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**

**2021 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM**

This Interlocal Agreement (“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”), collectively (“Parties”).

**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 2021 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:

### **Section 1**

The CITY and COUNTY agree that the COUNTY will prepare and submit an application for funds under the JAG Local Solicitation Program in the total amount of \$217,701.00 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                    \$108,850.50
- County of El Paso                \$108,850.50

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% of total JAG Local Solicitation Program award
- County of El Paso                50% of total JAG Local Solicitation Program award

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 A.

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 A.

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

The CITY agrees it will comply with the provisions of the 2021 Byrne Justice Assistance Grant (JAG) Program and provide to the COUNTY any information that the COUNTY may require to submit reports required under the grant agreement.

Regarding equipment purchased with the JAG Local Solicitation Program funds, the City agrees to (a) list such equipment in the inventory of their own local government only and (b) 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 COUNTY's acceptance of the JAG Local Solicitation Program grant award and shall remain in effect until the expiration of the grant period. In the event that the FY2021 JAG Local Solicitation Program grant is not 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 an authorized representative of El Paso County of the State of Texas, books, documents and other evidence 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 the goods and services necessary to effectuate this Agreement.

No third party shall obtain a right by virtue of the Parties' execution of this Agreement.

By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set out in this Agreement.

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 agreed to by the Parties and executed as a written amendment to this Agreement.

If any provision in this Agreement is declared or held invalid, illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as this Agreement remains consistent with the Parties' original intent.

This Agreement shall not be construed against 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: \_\_\_\_\_  
Ricardo Samaniego  
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: \_\_\_\_\_  
Tomas Gonzalez  
City Manager

ATTEST: \_\_\_\_\_  
City Clerk

Approved as to form:

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Eric Gutierrez  
Assistant City Attorney

  
\_\_\_\_\_  
for Gregory K. Allen, Chief of Police  
El Paso Police Department  
City of El Paso, Texas

**ATTACHMENT A  
JAG FY21 Budget**

**El Paso County Sheriff's Office (EPCSO)**

EPCSO Budget Narrative

<b>QTY</b>	<b>Item Description</b>	<b>Estimated Cost</b>	<b>Extended Price</b>
	<i>For Traffic Section Accident Investigations:</i>		
1	FARO Laser Scanner FocusS	\$46,561.61	\$46,561.61
1	FARO FocusS Battery	\$464.00	\$464.00
1	FARO Koppa Target w/ Tripod Mount Kit	\$2,052.28	\$2,052.28
1	FARO 3D_AC-LS-Scale Bar Kit	\$1776.00	\$1776.00
1	FARO 3D- Scale Bar Tripod	\$148.00	\$148.00
1	FARO 3D_AC-LS_Standard Carbon Fiber Tripod	\$803.99	\$803.99
1	FARO SCENE New Software License	\$3693.50	\$3693.50
1	FARO Single User Hard Lock	\$160.00	\$160.00
1	FARO Zone 3D Advanced Digital Download	\$1,933.16	\$1,933.16
1	FARO Zone 3D Advanced Maintenance 3Y	\$2,040.00	\$2,040.00
1	FARO Scene Maintenance 3Y EXT	\$1,939.44	\$1,939.44
1	FARO Single User Hark Lock	\$160.00	\$160.00
1	FARO VR Ready Notebook	\$3,878.88	\$3,878.88
1	FARO Complete Care-SCN Focus S/M-Y4	\$9,230.00	\$9,230.00
1	FARO 3D_AC_LS_Focus Thermal Cover	\$576.00	\$576.00
1	FARO 3D_AC_LS_Thermal Cover Display	\$572.00	\$572.00
1	Onsite Forensics Cust-Site Upg. 5 Day	\$7,304.00	\$7,304.00
	<b>Subtotal: \$83,292.89</b>		
	<i>For Traffic Section – Texas Traffic Law enforcement:</i>		
4	Stalker II Moving Radar (MDR) with accessories	\$2,507.00	\$10,028.00
2	Setcom “Pigtail “ Extension Cables	\$115.00	\$230.00
2	Setcom Helmet Kits	\$328.00	\$656.00
2	Motorcycle Helmets	\$499.99	\$999.98
2	Deluxe Rank Gold	\$14.99	\$29.98
2	TJ/RJ Snaps Sheriff Gold	\$6.75	\$13.50
	<b>Subtotal: \$11,957.46</b>		
1	<i>For the School Resource Officers- Stop the Bleed:</i> Complete KIT, Bleeding Control Skills Training (Advanced) to train all deputies to use tourniquets and open wounds during critical incidents, plus shipping costs (\$54.00)	\$2,715.11	\$2,715.11
<b>EPCSO SUBTOTAL</b>			<b>\$97,965.45</b>

The EPCSO will purchase Laser Scanner equipment that will be utilized by the Sheriff's Office Traffic section. This Laser scanner will assist the traffic deputies in diagraming traffic accident scenes where a more detailed three-dimension diagram is needed for cases involving serious bodily injury or death is sustained.



The EPCSO will purchase four Stalker Moving Radars that will be utilized by the Sheriff's Office Traffic section to assist deputies in enforcing speeding and moving violations in all parts of El Paso County. Traffic enforcement is necessary in areas off El Paso County in order to reduce traffic accidents and crime.

The EPCSO will purchase a complete Stop the Bleed training kit for the School Resource Officers to assist in training all deputies how to utilize tourniquets in critical incidents where a person suffers serious injuries, thus requiring immediate medical attention and needing to have the open wound covered in order to save their lives. With the kit and the proper training, every deputy can be prepared if the need arises in all areas of the community.

Total project costs are estimated at **\$97,965.45**.

**District Attorney's Office (DA)**

DA Budget Narrative

QTY	Item Description	Estimated Cost	Extended Price
2	27 inch iMac with Retina 5K display <ul style="list-style-type: none"> <li>• 3.6GHz 10 Core 10th generation Intel Core i9 processor</li> <li>• 64GB 2666MHz DDR4 memory</li> <li>• Radeon Pro 5700XT with 16 GB of GDDR6 memory</li> <li>• 2TB SSD storage</li> <li>• Gigabit Ethernet</li> <li>• Magic Trackpad</li> <li>• Final Cut Pro software</li> </ul>	\$5,148.99	\$10,297.98
2	Magic Keyboard with Numeric	\$129.00	\$258.00
2	Apple USB SuperDrive	\$79.00	\$158.00
2	Twelve South Curve Riser for iMac and Displays	\$79.95	\$159.90
Misc	Upgrades to equipment and/or accessories	\$11.17	\$11.17
<b>DA SUBTOTAL</b>			<b>\$10,885.05</b>

In order for the DA's Portal to function, the Portal team must be equipped with such technology that is advanced, fast and relevant for portal efficiency. The DA would use the grant funds to purchase the computers and accessories. DA would use any extra grant funds awarded towards any upgrades of equipment within the grant cycle. The computers will be used for video rendering, for police stops, jail calls, and for DVD copying to use at court presentation.

Total project costs are estimated at **\$10,885.05**.

**El Paso Police Department (EPPD)**

EPPD Budget Narrative

<b>QTY</b>	<b>Item Description</b>	<b>Estimated Cost</b>	<b>Extended Price</b>
1	Coplogic Supplemental Funding (2 years) LexisNexis Desk Officer Reporting System (DORS)	\$82,128.01	\$82,128.01
1	Telephone Reporting Unit Workstation upgrade will include the following: (57) 27 inch monitors, (19) monitor stands, (19) video cards.	\$26,722.49	\$26,722.49
<b>EPPD SUBTOTAL</b>			<b>\$108,850.50</b>

The El Paso Police Department (EPPD) is seeking to enhance the Online reporting capability for Citizens to file police reports for selected incidents. The Lexis- Nexis DORS software subscription will be implemented to efficiently transfer reports from the public directly into the Dept.'s OnCall Records RMS. The grant funding will supplement previously budgeted funding. Initial LexisNexis investment will be funded by Confiscated Funds. The JAG funds will supplement 14.6 months of LexisNexis subscription. In addition, the EPPD is seeking to enhance essential equipment used by the Telephone Reporting Unit (TRU). The equipment upgrades will include 57 monitors, 19 monitor stands and 19 video cards at an estimated cost of \$26,722.49. The Quantity and Quality of Customer Service can be greatly improved by upgrading the workstations; less time operating the computers will maintain efficient telephone call reporting services with customers, as well as produce more reports per staff member during the workday.

Total project costs are estimated at **\$108,850.50**.

## ATTACHMENT B

### SUBRECIPIENT MONITORING POLICY AND PROCEDURES

According to 2 CFR 200.330, a subrecipient is an entity that receives a subaward for the purpose of carrying out a portion of the actual federal award. The requirements for subrecipient monitoring are found under 2 CFR 200.331. El Paso County is responsible for monitoring the programmatic and financial activities of the grant award subrecipients to ensure proper use of federal and state funds. The following policy, roles, and procedures define the responsibilities of the County to ensure that, in addition to achieving performance goals, subrecipients comply with applicable federal and state laws and regulations, and with the provisions of grant award special conditions.

The County being the direct recipient of the federal award is required to provide evidence of due diligence in reviewing the ability of a subrecipient to properly meet the objectives of the sub award and account for the use of the grantor's funds.

The County's responsibilities according to 2 CFR 200.331 include the following:  
The Grants Administration under El Paso County Budget and Fiscal Policy Department is responsible for the submittal of the grant applications to the awarding agencies. They are responsible to collaborate with a subrecipient's application narrative, goals of the subaward, and the subrecipient's grant budget.

Grants Administration needs to ensure that a Memorandum of Understanding or Interlocal Agreement is executed and that every subaward is clearly identified to the subrecipient as a subaward. Required information includes: Federal award identification number, subrecipient name, subrecipient's unique entity identifier (DUNS number), Federal award date, subaward period of performance (start and end dates), total amount of grant award, total amount of Federal funds obligated to the subrecipient, Federal award project description as required by the Federal Funding Accountability and Transparency Act (FFATA), name of Federal or State awarding agency, pass-through entity, contact information for awarding official, CFDA number and name. All requirements imposed by the County on the subrecipient are to ensure the Federal or State award is used in accordance with Federal or State Statutes, regulations and the terms and conditions of the award. The subrecipient must allow access to their records and financial statements as needed to ensure compliance.

The County of El Paso's Budget and Fiscal Policy - Grants Administration will monitor and coordinate with the subrecipient to compile and ensure that the programmatic progress reports are submitted on time to the awarding agencies. In addition, Grants Administration will participate in the annual subrecipient's monitoring visits.

The Grants Compliance- Reporting - Audit Division (Grants Division) under the Auditor's Office will:

Evaluate each subrecipient's risk of noncompliance with Federal and State statutes, regulations and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring. Evaluation can include reviewing the subrecipient's prior experience with the same or similar awards, results of previous audits which could include the subrecipient's single audit as required by Subpart F of the Uniform Guidance. Based on the review the subrecipient will be determined either low, medium or high risk. Depending upon the risk assessed, the County may decide to perform periodic on-site reviews to ensure compliance with the program requirements and achievement

of performance goals that may include the following tasks:

- Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes. Monitoring can include reviewing financial and performance reports and following up on previous deficiencies identified by the pass-through entity during previous audits. This can also include a review of financial policies and procedures and internal controls.
- Verify that every subrecipient is audited as required by Sub-part F-Audit requirements when threshold is exceeded.
- Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the County's own records.
- Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR 200.338 Remedies for noncompliance.
- Compile financial data and submit the required billings, quarterly financial reports and FFATA requirements.

The County will make every effort to ensure the subrecipient's proper use of Federal and State funds. In addition, regular communication with the subrecipient contact person is required. All invoices submitted for reimbursement by the subrecipient will be reviewed. At a minimum, an annual subrecipient site visit will be performed. After the site visit is performed, an official letter detailing the results will be issued to the subrecipient explaining the items that were reviewed and any findings related to the subrecipient compliance.