

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: September 26, 2023

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Interim Police Chief Peter Pacillas, 915-212-4305,
Assistant Chief Julia Inciriaga, 212-4302

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 2 - Set the Standard for a Safe and Secure City

SUBGOAL: Maintain standing as one of the nation's top safest cities.

SUBJECT:

That the Mayor be authorized to sign the Interlocal Agreement between the County of El Paso, Texas and the City of El Paso, Texas to submit a joint application to the Department of Justice under the 2023 Edward Byrne Memorial Justice Assistance Grant Program (JAG), in the amount of \$202,958.00. The funds received under the JAG program will be allocated 50% to the County of El Paso, Texas, \$101,479.00 and 50% to the City of El Paso, Texas, \$101,479.00. No cash match or in-kind is required.

BACKGROUND / DISCUSSION:

The El Paso Police Department (EPPD) is seeking to replace 16 obsolete XTL5000 mobile radios. The radios reached their end of life (12/31/2018) and are not compatible with encryption technology. Replacing old equipment will eliminate risk of incompatible radio communications and allow encrypted radio technology to ensure secure communications

PRIOR COUNCIL ACTION:

City Council approved the FY2022 JAG grant application on August 16th, 2022, and the FY2021 JAG grant application on September 15, 2021.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Police
SECONDARY DEPARTMENT: N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD: 

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO

That the Mayor be authorized to sign the Interlocal Agreement between the County of El Paso, Texas and the City of El Paso, Texas to submit a joint application to the Department of Justice under the 2023 Edward Byrne Memorial Justice Assistance Grant Program (JAG), in the amount of \$202,958.00. The funds received under the JAG program will be allocated 50% to the County of El Paso, Texas, \$101,479.00 and 50% to the City of El Paso, Texas \$101,479.00

That the City Manager or designee be authorized to sign any grant related paperwork, including all understanding and assurances contained therein, and accept, reject, alter, or terminate the resulting grant. No cash match or in-kind is required.

ADOPTED this ___ day of _____, 2023.

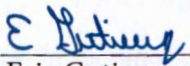
CITY OF EL PASO

Oscar Leaser
Mayor

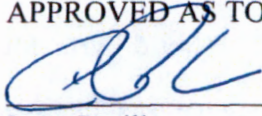
ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:


Peter Pacillas
Interim Chief of Police

**INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF EL PASO, TEXAS and THE CITY OF EL PASO, TEXAS
2023 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM**

This Interlocal Agreement (“Agreement”), including Sub-Recipient Policies and Procedures, is entered into by and between the County of El Paso, Texas, acting by and through its governing body, the Commissioner’s Court (hereinafter called "COUNTY"), and the City of El Paso, a Texas municipality, acting by and through its governing body, the City Council (hereinafter called "SUB-RECIPIENT"), with the two contracting entities collectively referred to as the “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 SUB-RECIPIENT 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 SUB-RECIPIENT agree that it is more efficient, effective, and less costly to submit a joint application for - and administer - funding under the 2023 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 SUB-RECIPIENT 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 SUB-RECIPIENT agree as follows:

Section 1

The SUB-RECIPIENT 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 \$202,958 for El Paso, Texas region. The parties agree that the submission of the application will be done after such is reviewed by the SUB-RECIPIENT.

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

- Sub-Recipient City of El Paso \$ 101,479
- County of El Paso \$ 101,479

EL PASO COUNTY DISBURSEMENT

El Paso Sheriff's Office: \$91,331
El Paso District Attorney's Office: \$10,148

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 be allocated on a percentage basis as follows:

- Sub-Recipient 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 B for the Sheriff's Office and Attachment C for the District Attorney's Office.

The SUB-RECIPIENT 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 SUB-RECIPIENT agrees it will comply with the provisions of the 2023 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 Sub-Recipient 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 SUB-RECIPIENT 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 FY2023 JAG Local Solicitation Program grant is not awarded, this agreement shall be void.

Section 4

The SUB-RECIPIENT 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 SUB-RECIPIENT shall account separately for the receipts and expenditures of any and all funds received pursuant to this contract. Each invoice submitted by the SUB-RECIPIENT will be paid within 30 days of receipt by the COUNTY.

Section 5

The SUB-RECIPIENT 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 SUB-RECIPIENT 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 SUB-RECIPIENT 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 SUB-RECIPIENT 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

Ricardo A. Samaniego

Ricardo A. Samaniego
County Judge

09/11/2023

Date

ATTEST:

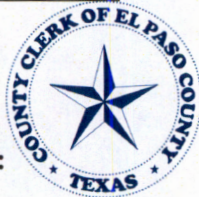
Delia Briones

Delia Briones
County Clerk

09/25/2023

Date

APPROVED AS TO FORM:



/s/ Ruben H Nevarez Jr

County Attorney
Ruben Nevarez

SUB-RECIPIENT OF CITY OF EL PASO

Oscar Leeser
Mayor

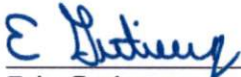
Date

ATTEST:

Laura D. Prine
City Clerk


Date

APPROVED AS TO FORM:



Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:



Peter Pacillas, Interim Chief of Police
El Paso Police Department
Sub-Recipient of El Paso, Texas

ATTACHMENT A
FY23 JAG BUDGET - EPPD

EL PASO POLICE DEPARTMENT (EPPD)

Quantity	Item Description	Estimated Cost/Unit	Total Cost
20	APX6500 Enhanced 7/800 MHZ Mobile Radios	\$5,073.95	\$101,479
		EPPD Subtotal	\$101,479

The El Paso Police Department (EPPD) is seeking to replace 20 obsolete XTL 5000 mobile radios. These radios have reached their end of life (12/13/2018) and are not compatible with encryption technology. Replacing old equipment will eliminate risk of incompatible radio communications from outdated radio equipment and allow for encrypted radio technology to provide communications security for mobile radio users.

**ATTACHMENT B
FY22 JAG BUDGET – EL PASO COUNTY SHERIF’S OFFICE**

Qty.	Item Description	Estimated	Total Cost
22	Motorola Radios APX40000 Series	\$2,409	\$53,000
14	Wire Decking	\$500	\$7,000
2	Blood Kit Bank Refrigerator	\$15,665.50	31,331
		Total	\$ 91,331

The EPCSO will purchase the APX 4000 P25 Portable Radio to be utilized by Detention Officers at El Paso County Detention Facility. These Motorola Portable radio will assist with communicating detention personnel with each other with fast, seamless communication. Durable enough to withstand, dust, heat, shock and submersion, the APX 400 is IP67 and MIL-STD certified.

**ATTACHMENT C
FY22 JAG BUDGET – EL PASO COUNTY DISTRICT ATTORNEY’S OFFICE**

Travel Flight	Lodging	Per Diem	Vehicle Rental	Registration
Year 2024				
Roundtrip flights to and from Victim Advocate Training \$500 each x 4 = \$2,000	Lodging for victim advocates at Annual Victim Advocates Conference \$135 per night x 3= \$405.00 x 4 advocates = \$1,620.00	\$59 per day x 2 full days = \$118 \$42.50 for first/last day = \$85 \$203.00 x 4 = \$812.00	Ground transportation to get to and from airport to place of training; \$80 per day x 3 days = \$240.00 Fuel \$43.50	\$350 ea x 4 = \$1,400.00
Travel Flight	Lodging	Per Diem	Vehicle Rental	Registration
Year 2025				
Roundtrip flights to and from Victim Advocate Training \$525 each x 3 = \$1,575.00	Lodging for victim advocates at Annual Victim Advocates Conference \$135 per night x 3= \$405.00 x 3 advocates = \$1,215.00	\$59 per day x 2 full days = \$118 \$42.50 for first/last day = \$85 \$203.00 x 3 = \$609.00	Ground transportation to get to and from airport to place of training; \$80 per day x 3 days = \$240.00 Fuel \$43.50	\$350 ea x 1 = \$350.00 (The DA’s office will pay 3 registration fees)
\$3,575.00	\$2,835.00	\$1,421.00	\$567.00	\$1,750.00

Budget: \$10,148

El Paso District Attorney's Office Budget Narrative

Key Personnel and Victim Assistance Coordinator Conference; November 2024/2025 (Dates and location TBD). This is an Annual Conference held by the Texas District & County Attorney’s Association (TDCAA) in an effort to educate the victim advocates on their role in the criminal justice system and particularly that of the prosecution team. Annual Conference includes tracks on preparing families for trials, uncommon victims, trauma informed issues and more The El Paso DA’s office employs 16 victim advocates and is requesting to send 4 victim advocates for the 2024 year and 3 to the 2025 year of this grant cycle.

ATTACHMENT D

SUBRECIPIENT MONITORING POLICY AND PROCEDURES

According to 2 CFR 200.330, a subrecipient is an entity that receives a sub-award 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, subrecipients 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 subrecipients 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 on 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;

- 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.