

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

**AGENDA DATE:** August 16, 2022

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Isaura Valdez, 212-4311,  
Chief Gregory K. Allen, 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 City Manager or Designee 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 2022 Edward Byrne Memorial Justice Assistance Grant Program (JAG), in the amount of \$210,519.00. The funds received under the JAG program will be allocated 50% to the County of El Paso, Texas, \$105,259.50 and 50% to the City of El Paso, Texas, \$105,259.50. No cash match or in-kind is required.

**BACKGROUND / DISCUSSION:**

The El Paso Police Department (EPPD) is seeking to replace two obsolete Lektriever storage units for mugshot phot negatives. The department is seeking to replace four scanner units that produce electronic image files from paper documents. Replacing old equipment will eliminate risk of imminent catastrophic failure of the existing storage units, which would render the Records Division unable to complete two of the mission essential tasks. In addition, six privacy filters are needed to prevent viewing of CJIS screen content on PCs located in walk ways that receive heavy foot traffic.

**PRIOR COUNCIL ACTION:**

City Council approved the FY2021 JAG grant application on September 15, 2021.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?**  X  YES   NO

**PRIMARY DEPARTMENT:** Police

**SECONDARY DEPARTMENT:** N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*A/C V. Larus for Chief Allen 8/26/2022*

(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 City Manager or Designee 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 2022 Edward Byrne Memorial Justice Assistance Grant Program (JAG), in the amount of \$210,519.00. The funds received under the JAG program will be allocated 50% to the County of El Paso, Texas, \$105,259.50 and 50% to the City of El Paso, Texas \$105,259.50.

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 \_\_\_\_\_, 2022.

**CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leaser  
Mayor

ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

E. Gutierrez  
Eric Gutierrez  
Assistant City Attorney

APPROVED AS TO CONTENT:

A/C V. Zarur *[Signature]*  
for Gregory K. Allen  
Chief of Police

**INTERLOCAL AGREEMENT BETWEEN  
THE COUNTY OF EL PASO, TEXAS and THE CITY OF EL PASO, TEXAS  
2022 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 2022 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 \$ 210,519.00 for the El Paso, Texas region. The parties agree that the submission of the application will be done after such is reviewed by the 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                      \$ 105,259.50
- County of El Paso    \$ 105,259.50

**EL PASO COUNTY DISBURSEMENT**

El Paso Sheriff's Office:	\$94,733.55
El Paso District Attorney's Office:	\$10,525.95

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 A.

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 2022 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 FY2022 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

July 18, 2022  
Date

ATTEST:

Delia Briones  
Delia Briones  
County Clerk

July 19, 2022  
Date

APPROVED AS TO FORM:



Donnie McGilbra  
Donnie McGilbra  
Assistant County Attorney

**SUB-RECIPIENT OF CITY OF EL PASO**

for Eda R. Hefner  
Tomas Gonzalez  
Sub-Recipient  
City Manager

07/28/2022

Date


**ATTEST:**

Laura D. Prine  
City Clerk

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

  
Eric Gutierrez  
Assistant City Attorney

for A/C Victor Zarur  
Gregory K. Allen, Chief of Police  
El Paso Police Department  
Sub-Recipient of El Paso, Texas

**ATTACHMENT A  
FY22 JAG BUDGET - EPPD**

**EL PASO POLICE DEPARTMENT**

<b>El Paso Police Department (EPPD)</b>			
<b>QTY</b>	<b>Item Description</b>	<b>Estimated Cost/Unit</b>	<b>Total Cost</b>
2	Lektriers	\$45,667.66	\$91,335.32
4	Scanners	\$3,244.15	\$12,976.60
6	Privacy Filter Screen for 19" Widescreen Monitors	\$157.93	\$947.58
		<b>EPPD SUBTOTAL</b>	<b>\$105,259.50</b>

**EPPD Budget Narrative**

The El Paso Police Department (EPPD) is seeking to replace 2 obsolete Lektriever storage units for mugshot photo negatives. The Dept. is also seeking to replace 4 scanner units that produce electronic image files from paper documents. Replacing old equipment will eliminate risk of imminent catastrophic failure of the existing storage units, which would render the Records Division unable to complete 2 of our mission essential tasks. Privacy Filters to prevent viewing of CJIS screen content on PCs located in walk ways baring heaving foot traffic.

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

<b>PATROL DIVISION</b>			
<b>Qty.</b>	<b>Item Description</b>	<b>Estimated</b>	<b>Total Cost</b>
25	<p>Tyler E-Ticket Machine w/Printer</p> <p>The Electronic Citation Machine is used by Law Enforcement for capturing, processing, and transmitting data into the public safety and court system. Powered by Brazos, Enforcement</p> <p>Mobile users spend less time on traffic stops, which results in improved safety for officers and the public when on the roadside. This is an advance, flexible mobile solution that Law Enforcement uses to issue citations to citizens.</p>	\$ 3,274.50	\$ 81,862.50
6	Tyler Thermo Paper Roll to fit the E-Ticket Machine for Printer		
<b>MOTOR POOL DIVISION</b>			
2	<p>Autel Maxi Syst Ultra 2022 MSULTRA</p> <p>This System will assist the Autoshop in diagnostic vehicles problems. The MaxiSys Ultra is Autel's most ambitious diagnostics tablet designed to maximize technician intelligence. It features a 12.9-inch touchscreen tablet with Android 7.0 OS powered by an Octa-core processor (2.3GHz Quad + 1.7GHz Quad), substantial 256GB built-in memory, all powering the new split-screen multi-application navigation to provide diagnostic guidance and test components to confirm repairs. Combined with the dynamic topology module mapping, enhanced AutoSCAN features and Intelligent Diagnostics options, the Ultra offers the technicians step-by-step repair guidance. The new MaxiFlash VCMII functions as a 4-channel oscilloscope, waveform generator, multimeter, and CAN-BUS tester. The convenient docking station featured ensures you always have the power to scan. As the top-end diagnostic scanner in 2022, Autel MaxiSys Ultra is</p>	\$ 5,000.00	\$ 10,000.00

1	<p>Quickjack 7000 Series, 7000 Lb Capacity Lift</p> <p>This Lift will assist the Autoshop section in working more efficiently. Reinforced upper frame rails give this lift enough strength to effortlessly raise passenger cars, light-duty trucks, and SUVs. For higher ground-clearance vehicles, don't forget to pick up our truck adapter set. The extra spacers will offer additional lifting height! QuickJack 7000TL is the only portable truck lift capable of getting trucks and SUV tires completely off the</p> <p>ground. With the addition of the optional Light Truck &amp; SUV Adapters, the 7000TL has an incredible 27" lifting height.</p> <p>7000TL is the highly-anticipated sequel to the most popular automotive tool to ever hit the home garage or auto repair shop. With the ability to lift an extra 3 inches, 7000TL portable car lift provides more room to tackle every repair and maintenance task on vehicles, trucks, and SUVs weighing up to 7,000 lbs.</p>	\$ 2,211.00	\$ 2,211.00
<b>Total</b>		<b>\$</b>	<b>94,733.50</b>

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

El Paso District Attorney's Office			
Qty	Item Description	Estimated Cost/Unit	Total Cost
4	Fingerprint Kit Binder	\$ 113.78	\$ 455.12
1	Digital Camera for IDs: Photoless Kodak PIXPRO AZ421 digital camera	\$ 244.95	\$ 244.95
5	9mm box of ammo, to be purchased every year for four years	\$ 34.99	\$ 699.80
5	40 S&W box of ammo, to be purchased every year for four years	\$ 27.99	\$ 559.80
4	Hoppe's 62 piece universal gun cleaning kit	\$ 74.99	\$ 299.96
5	Training registration for TCDAI Investigator School for 5 attendees	\$ 350.00	\$ 1,750.00
5	Lodging for attendess of TCDAI Investigator School for a total of 4 nights for a total of 5 attendees		
5			\$ 2,365.00
1	Car rental for a total of 5 days for use at TCDAI Investigator School	\$ 70.00	\$ 350.00
1	Fuel for rental car for a total of 5 days	\$ 173.82	\$ 173.82
5	Per diem for each attendee of the TCDAI Investigator School \$44.25 first and last day, \$59.00 for 3 days for a total of 5 attendees		
	Total		\$ 10,525.95

**El Paso District Attorney's Office Budget Narrative**

The District Attorney's Office employs twenty-one (21) investigators, and they are their own unit. The investigators are located in different offices of the entire second floor of the County Courthouse, therefore making it difficult to centralize their use of equipment and/or supplies. In addition, the investigators are certified peace officers and must attend yearly weapons certification/training amongst other trainings, such as Investigator School and expert fingerprinting. The DA's office is requesting to equip the team, which is comprised of 21 investigators, with fingerprint kit binders, ammunition, weapon cleaners, a digital camera for ID photos and out of town training

## **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.