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

DEPARTMENT: Police Department

AGENDA DATE: 1/30/24 PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: Executive Assistant Chief Z. Silva 915 212-4306

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 2.3 - Increase public safety operational efficiency

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

That the City Manager is authorized to sign a MOU between the City of El Paso through the El Paso Police Department and the Office of the Under Secretary of Defense for Personnel and Readiness, US DOD, to allow the participation of the EPPD in the Skillbridge Program allowing qualified servicemembers to participate in the El Paso Police Academy

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

This will assist the EPPD in getting more qualified candidates through the military without incurring additional costs

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? No

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

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 City Manager or his designee be authorized to sign a Memorandum of Understanding by and between the City of El Paso, Texas through the El Paso Police Department and the Office of the Under Secretary of Defense for Personnel and Readiness, U.S. Department of Defense to allow the participation of the El Paso Police Department in the Department of Defense SkillBridge Program, allowing qualified servicemembers to participate in the El Paso Police Academy during their last 180 days of military service; and

That the City Manager or his designee be authorized to sign any additional Memoranda of Understanding or Memoranda of Agreement with each Military Department participating in the Skillbridge Program as needed for the participation of the El Paso Police Department in the SkillBridge Program.

APPROVED this _____ day of January, 2024.

CITY OF EL PASO

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

HQ#: 24-2075-Police | TRAN510036 | Resolution - MOU - PD/ U.S. Dept. of Defense | EG

APPROVED AS TO FORM

Meting, 3

Eric Gutierrez Senior Assistant City Attorney APPROVED AS TO CONTENT

Peter Pacillas, Chief El Paso Police Department

HQ#: 24-2075-Police | TRAN510036 | Resolution - MOU - PD/ U.S. Dept. of Defense | EG

MOU Resubmission

El Paso Police Department

Recommendation:

Comments: Organization is a municipal entity, no business record required.

Reason for Declination:

Associated costs for this training program is incongruent with the DoD policy – it is not "no to low cost." If cost associated with the training cannot be covered by TA and/or GI Bill, this application/MOU is disapproved due to incongruency with established policy and financial risk to transitioning service members.

Contents:

٠	Questionnaire Responses	2 – 9
٠	Training Details	10 - 13
٠	MOU	14 - 19

Ticket number 783499000011747436 QP ID 173930846

Response Details		
ID:	173930846	
Timestamp:	12 Dec, 2023 07:03:00 PM EST	
IP Address: 209.194.208.117		
Time Taken: 2145 seconds		
Back Button Usage: Not used		
Score:	0.0	
Survey Language: English		
Source Identifier:		
Email Address:		
Email List:		

៍ក្ដីរារ Integration Tags	
External Reference:	
Zoho Ticket ID :	783499000011747436
Custom Variable 2 :	
Custom Variable 3 :	
Custom Variable 4 :	
Custom Variable 5 :	

Geo Coding 💿		
Country:		
Region:		
Latitude:	0.0	
Longitude:	0.0	
Radius:	0.0	

Questions marked with a * are required DOD SkillBridge - Combined Application 2023

* I acknowledge and understand that my responses below are as enforceable as to the extent of a handwritten signature for enforcement/enforceability on documents.

>>> I understand and acknowledge the above statement.

*

Please click below to indicate that you are over the age of 18 and agree to share your information based on the SkillBridge privacy policy.

>> I agree.

*

If approved by the Department of Defense for participation as a DOD SkillBridge partner, I agree on behalf of our organization to comply with the Department of Defense Equal Opportunity Policies as stated below:

The Department of Defense (DOD) is dedicated to equality of treatment and opportunity for all personnel without regard to race, religion, color, sex (including gender identity), sexual orientation, or national origin. The DOD strives to maintain a professional working environment in which a service member's race, religion, color, sex (including gender identity), sexual orientation, or national



origin will not impact his or her professional opportunities. Accordingly, within each selection charter those candidates who are best and fully qualified you must ensure that service members are not disadvantaged because of their race, religion, color, sex (including gender identity), sexual orientation, or national origin. Your evaluation of all service members must afford them fair and equitable consideration. You should be particularly vigilant in your evaluation to take care that no service member's opportunity is disadvantaged by biased utilization policies or practices. You should evaluate each service member's potential to assume the responsibilities of the next opportunity. This guidance shall not be interpreted as requiring or permitting preferential treatment of any service member or group of individuals on the grounds of race, religion, color, sex (including gender identity), sexual orientation, or national origin.

>>> I agree

*

It is imperative that each program applying to become a SkillBridge partner understands service members get <u>one</u> transition opportunity and SkillBridge opportunities are designed to set service members up for post-service success.

Does your program set service members up for post-service success by discussing hiring and employment options for the service member during their training?

>> Yes, we dedicate time during training to discuss hiring and employment options.

By checking this box, I attest on behalf of our organization that the information provided within this application survey form is true and accurate to the best of my knowledge and belief. In accordance with Title 5, Section 552(a), of the United States Code (1974 Privacy Act) I authorize and consent to allowing my SkillBridge Program details to be publicly posted to the SkillBridge website.

>>> I agree

Provide the name of the organization that is applying to be a SkillBridge Program industry partner:

El Paso Police Department

Provide the Employer Identification Number (EIN):

746000749

Provide the organization's **full** mailing address: Address Line 1 Address Line 2 City, State, Zip Code

911 N Raynor El Paso TX 79903

Provide the organization's phone number:

9152124000

Provide the URL to your organization's website.

https://www.elpasotexas.gov/police-department/

First Name:



Zina	
Last Name:	
Silva	
Position Title:	
Executive Assistant Chief	
Phone Number:	
9154947455	
Email Address:	
1799@Elpasotexas.gov]
First Name:	
Zina	
Last Name:	
Silva	
Position Title:	
Executive Assistant Chief	
Phone Number:	
9154947455	
Email Address:	
1799@Elpasotexas.gov	
First Name:	
Zina	
Last Name:	
Silva	
Position Title:	
Executive Assistant Chief	
Phone Number:	



9154947455	
Email Address:	
1799@Elpasotexas.gov	
Are you preparing this application for another company?	
No No	
Is your organization a Fortune 1000 company?	
No No	
What is your organization's type?	
County/Municipality/City	
Does your organization support cohorts?	
No No	
Vill your organization support other military-connected populations (<i>i.e., veterans and military spouses</i>)? Please check all that apply.	
Service members	
Veterans	
Are you a Governmental partner?	
e. Federal, State, or Local government agency such as Department of Energy, Labor, Education, etc.)	
Yes	
Is your organization a DOD contractor?	
No No	
Does your organization have an opportunity wherein a Service member may expect to transition into an occupation that has pay s exclusively or primarily commission based?	that
No	

» No

* Which branches of the armed services has your organization participated in a DoD related SkillBridge program or Career Skills

* Has your organization previously participated in DoD related SkillBridge program or a Career Skills Program (CSP) with any

branches of the armed services without having a DoD/OSD - level agreement or MOU signed?



Program (CSP) with?

- >> Air Force
- >> Army
- >> Coast Guard
- >> Marine Corps
- >> Navy
- >> Space Force

Provide the name of your SkillBridge Program, if different from the organization name. If the same, please enter "same".

same

* What is the delivery method for the proposed SkillBridge program?

(Note: If your program is accepted, this information will be displayed on the SkillBridge website)

>> In-person

* Will the in-person delivery for the proposed SkillBridge program be on-base or off-base? (select all that apply)

>> Off-base

* Will your program be delivered in multiple locations?

>> No, program will be delivered in one location

*

In which state(s) will your program be delivered?

>> Texas (TX)

* Will your program have opportunities nationwide (i.e., offered in three or more states in two or more U.S. regions)?

» No

Please specify the location(s) where the in-person SkillBridge program will be delivered (*military base and/or city and state*):

	Military Base Installation	City	State
* Address of Location 1		El Paso TX 79903	Texas
* Address of Location 2			
* Address of Location 3			
* Address of Location 4			
* Address of Location 5			



* Address of Location 6		
* Address of Location 7		
* Address of Location 8		
* Address of Location 9		
* Address of Location 10		
* More than 10 Locations? Type "More" in each cell.		

* What is the approximate duration of the proposed SkillBridge program?

>> 151 to 180 days

* Is your organization able to accommodate opportunities of 120 days or fewer?

» No

* Will your organization *only* be providing training?

» Yes

* Does your organization have a network of partners established that will hire the graduates of this program upon completion?

» No

* Is your organization the only entity from this program that is looking to hire the participants?

» No

* How many participants is your organization looking to hire annually?

>> 10 or more participants

* Will participation in the program require that the Service member utilize benefit programs (e.g., GI Bill)?

» No

* Are there other costs to the Service member for this program?

» No

* Please select the relevant Department of Labor O*NET Job Family(ies) to your proposed SkillBridge Program:

>> Other Police

If you are unable to find an O*NET job family that reflects the job related to your proposed SkillBridge program, please enter the job title(s) here:

police

Job Description(s):



The applicant will under immediate supervision, learn general and specific state and local law enforcement policies, tactic, and procedures to qualify for certification as a Texas Peace Officer.

Estimated starting salary range(s):

Estimated Starting Salary is 47,833.28

* Estimated labor demand/anticipated demand:

>>> Growing

* Please select all of the following that apply to occupation(s) to which your SkillBridge program applies:

>> It is in sufficient demand in the civilian workforce with a reasonable expectation and high probability of post-service employment by the Service member in that occupation following separation.

>> It offers a rate of pay in the civilian workforce that is commensurate with the knowledge, skills, and abilities required to successfully perform the occupation.

>> It offers reasonable prospects of advancement, especially if it is an entry-level position.

* Please indicate the <u>best</u> characterization of your proposed SkillBridge program:

>> <u>Job Training Program or Employment Skills Training Program</u> - A method of preparing individuals to perform specific tasks by providing information about the task, demonstrations of how the tasks are performed, opportunities for the individuals to perform the tasks, and assessments of each individual's level of performance. Training or education to acquire the skills required to obtain employment, advance in employment, or adapt to the changing demands of the workplace.

* Please check which of the following apply to your proposed employment skills or training SkillBridge program. The proposed SkillBridge program is:

>> None of the above

Please describe the objective of the proposed opportunity:

The objective is to provide transitioning military personnel the opportunity to obtain the basic entry level training needed to test for police officer and be prepared to move into the police officer ranks after successfully completing the program

Please list any terms and conditions for your proposed SkillBridge program:

The applicant needs to be able to attend the police academy training program full-time, Monday-Friday for approximately 6 months.

Please provide any additional details about your prospective SkillBridge program:

This program is being designed to allow transitioning military personnel the opportunity to enter into the police academy as police trainees and participate in the first phase of the academy training program. The first phase of the program will be conducted at the El Paso Police Training Academy and will teach all the basic skills necessary to qualify and pass the Texas Commission on Law Enforcement (TCOLE) exam. Upon successful completion of the TCOLE exam, the participating military personnel will now be qualified to apply as a police officer. Phase 2 would be the military applicant applying as a police officer and going through the one year police rookie training program which is an on-the-job training program, under the tutelage and guidance of a Field Training Officer. After completing the 1 year program the applicant is now a full fledged Officer.



Does your organization have currently existing MOU/MOA(s) with any military installations for similar Job Skills programs such as the Army Career Skills Program or related opportunities?

» Yes

* Is your SkillBridge Program designed for any targeted military occupation codes (MOCs)?

>> No, this SkillBridge Program applies to all MOCs

* Are there prerequisite eligibility requirements

» Yes

Please list the eligibility requirements for your SkillBridge program:

Must be a minimum of twenty-one (21) years of age by the date of graduation from the Academy. Must be a current U.S. Citizen and reside within the U.S. Meet El Paso Police Department pre appointment standards including a rigid background investigation, and a comprehensive medical/psychological examination with drug screening. Applicants with prior military service may not currently have a dishonorable discharge or other discharge based on misconduct which bars future military service.



Response Details		
ID:	173931640	
Timestamp:	12 Dec, 2023 07:40:37 PM EST	
IP Address:	209.194.208.117	
Time Taken:	1021 seconds	
Back Button Usage:	Not used	
Score:	0.0	
Survey Language: English		
Source Identifier:		
Email Address:		
Email List:		

ිද්ධ Integration Tags		
External Reference:	173930846	
Zoho Ticket ID :	783499000011747436	
Custom Variable 2 :		
Custom Variable 3 :		
Custom Variable 4 :		
Custom Variable 5 :		

Geo Coding 💿		
Country:		
Region:		
Latitude:	0.0	
Longitude:	0.0	
Radius:	0.0	

Questions marked with a * are required DoD SkillBridge - Training Plan

Provide the name of the organization that is applying to be a DOD SkillBridge Program industry partner:

El Paso Police Department

What is the job title associated with this training plan?

e.g., Data Analyst

Police Officer

Please provide a brief description of the above job:

The Police Patrol Officer is considered the most crucial component of any police organization. Their role and function is to provide emergency services and other types of vital aid to the community. Local police departments are heavily relied on for a variety of situations such as traffic control, mob control, political escorts, civil unrest, 911 calls for service, criminal investigations and community support in terms of health fairs, school programs and other community partnerships.



* How long does it take to complete the <u>entire</u> training program? null

≫ 151 - 180 days

Please describe in detail the time breakdown of each of the instructional modules in your training plan. The training plan must include detail about employment skill development commensurate with the desired length of the Skillbridge program opportunity to provide information to Service members and their Service leadership. For example, if the program is 6 months that is potentially 960 hours of training.

CLASSROOM TRAINING Course content will consist of the Basic Peace Officer Course (BPOC). BPOC is an accreditation program and completion of the program is required by the State of Texas prior to taking the state exam. Furthermore, an additional 364 hours of department mandated training is required prior to program completion. • BPOC is 720 hours of mandated course content; however, the El Paso Police Department in order to reach departmental standards requires an additional 138 hour to the BPOC for a total of 858 hours of training. • BPOC modules are as followed: Professional Police Practices Constitutional Law, Criminal Law and Criminal Justice System Illegal Substances and Special Regulations [] Family, Children and Victims of Crime [] Traffic Regulation [] Communication/Language Skills || Use of Force || Special Populations || Arrest Procedures || Investigations || Vehicle Operations || Patrol Operations || Medical || Weapons || All Hazards Training || End of Course Review • El Paso Police Department mandates an additional 364 hours of department mandated, (Non-BPOC) training prior to graduation. See Below: Aspects of Law Policy and Procedures Mandated City Courses Special Regulations City Computer and Systems Operations [] Force Options [] FTO Program WEAPONS TRAINING All El Paso Police Department weapons systems require a certification and display of proficiency prior to being allowed to carry on duty. • Weapons systems authorized by the El Paso Police Department (Non Special Teams): Handgun (Light mounting and red dot system) M4 (Urban patrol rifle) [] Taser [] OC (Pepper spray) [] Baton (Expandable/ PR24) Less Lethal (Bean bag launcher) TAKE-DOWNS AND PRISONER CONTROL The El Paso Police has adopted the Hicks Arrest and Control System as their defensive tactic system. The Hicks Program was developed by a former Navy Seal and adopted to fit the needs and legal standards of a police officer in a use of force situation. The certification course is 80 hours for our trainees. Hicks Program lesson categories: Mindset Targets and Weapons of the Body Generation of Power Takedowns Escapes from Grasp [] Ground Defense [] Handcuffing [] Weapon Retention and Disarming [] Challenging Body Types [] Transporting [] Vehicle Extraction Emergency Vehicle Operation Course (EVOC): EVOC is a course designed to teach officers how to operate patrol units/city vehicle in emergency conditions. EVOC also provides officers with methods and techniques for safe vehicle operations under all conditions, with the ultimate goal of reducing preventable collisions. EVOC combines decision making abilities and driving skills to provide for the best handling of vehicles under normal, moderate and highly stressful conditions. This course is a 40-hour course involving proficiency test that must be passed.

Clearly express how the organizations SkillBridge training objectives align with job competencies for each block of training (usually derived from a job task analysis for the job opportunity).

The Position of Police Officer is the first line field personnel that responds to community needs that are based on 911 calls for service. These 911 calls include, but are not limited to; emergency response requests for traffic accidents/fatalities, homicides, robberies, burglaries, assaults, thefts and other types of crimes. The Police Trainee role is based on the Basic Peace Officer Certification program (BPOC) that provides the standard of training required for a person to become a certified Peace Officer. All Peace Officers are required to attend these courses and then pass the Texas Commission on Law Enforcement (TCOLE) certification test. Both of these must be successfully completed in order to be hired as a Police Officer. These standards ensure that the Police Department, and the community it serves, is hiring the best employees possible to provide police services. The Police Trainee program is a long and arduous process to complete. The entire training takes approximately 10.5 months to complete – this includes specialty training like, hand to hand combat, weapons training, CPR, mental health awareness, penal code and other college level topics. It is crucial that the Police Trainee complete this program successfully before going into the real-world field environment where the Trainee now moves into the role of Rookie Officer with one year of probationary training. At the completion of the one-year training program the rookie officer becomes a full fledged police officer. Due to the 12-month probationary period for the rookie officer it becomes imperative that their 10.5 month training program is completed successfully.

Please provide a list of each instructional module and its associated learning objective.



e.g., Prepare for certification - Complete Continuing Education Units (CEUs).

#1000720 BASIC PEACE OFFICER COURSE In accordance with Commission regulations, the Basic Peace Officer Course shall consist of a minimum of 720 classroom hours and shall include, but not limited to, the subjects set forth below. This is the recommended sequence for teaching the course. Module A Introduction/Personnel Orientation 0. Administrative/Departmental Overview 0 Module B Professional Police Practices 1. Professionalism and Ethics 12 2. Professional Policing 12 3. Fitness, Wellness, and Stress Management 16 4. TCOLE Rules 4 5. Multiculturalism and Human Relations 8 6. Racial profiling 4 Module C Constitutional Law, Criminal Law, and the Criminal Justice System 7. US, Texas Constitution, and Rights 10 8. Penal Code 50 9. Code of Criminal Procedure 12 10. Arrest, Search, and Seizure 40 11. Asset Forfeiture 4 12. Identity Crimes 4 13. Consular Notification 1 14. Civil Process 4 Module D Illegal Substances and Special Regulations 15. Health and Safety Code and Controlled Substance Act 12 16. Alcoholic Beverage Code 4 Module E Family, Children, and Victims of Crime 17. Sexual Assault and Family Violence 12 18. Missing and Exploited Children 8 19. Child Alert Check List 1 20. Victims of Crime 10 21. Human Trafficking 4 Module F Traffic Regulation 22. Traffic Code/Crash Investigation/ TIM 74 23. Intoxicated Driver (SFST) 24 Module G Communication/Language 24. Written Communication 16 25. Verbal Communication/Public Interaction 16 26. Spanish 16 Module H Use of Force 27. De-escalation Strategies 8 28. Force Options Theory 28 Module I Special Populations 29. Crisis Intervention Training 40 30. Traumatic Brain Injury 2 Module J Arrest Procedures 31. Arrest and Control 40 Module K Investigations 32. Criminal Investigations 40 33. Juvenile Offenders 10 Module L Vehicle Operation 34. Professional Police Driving 32 Module M Patrol Operation 35. Patrol Skills/Traffic Stops 46 36. Radio Communications/Amber-Silver Alert/TCIC-TLETS 16 37. Civilian Interaction Training 2 38. Interacting with Deaf and Hard of Hearing 4 39. Canine Encounters 4 Module N Medical 40. Emergency Medical Assistance 16 Module O Weapons 41. Firearms 48 Module P All Hazards Training 42. HazMat Awareness/ICS 4 Module Q End of Course Review 2 Total Hours: 720'

*

Which instructional methods are used to provide training?

>>> Classroom Instruction

>> Online Instruction

>> Hands On Demonstration/On-The-Job Training (OJT)

Please describe in detail who will be delivering training and their training credentials.

e.g., Dr. Jane Doe -- VP of Analysis with 10 years of experience. Doctorate in Statistics.

The El Paso Police Academy

Please describe the standardized grading rubric used to evaluate trainees.

e.g., Demonstrates understanding of basic statistical principles - 10%

Correctly identifies reporting errors - 5%

Recruit must successfully pass all classroom instruction 80% test score Recruit must demonstrate proficiency in handling all department issued/required weapons systems Pass/Fail Recruit must demonstrate proficiency in all hand to hand combat training, take downs, handcuffing and prisoner control Pass/Fail Recruit must successfully pass the TCOLE License Test 70%

Please list any credentials, certificate, or hours gained toward licenses and/or certifications upon completing training.

e.g., Earns 20 continuing education credits toward Certified Analytics Professional (CAP) certification.

Law Enforcement Certificate



Do you need to submit a <u>new</u> application for an <u>additional</u> program?

» No



MEMORANDUM OF UNDERSTANDING BETWEEN THE

OFFICE OF THE UNDER SECRETARY OF DEFENSE FOR PERSONNEL AND READINESS, U.S. DEPARTMENT OF DEFENSE AND El Paso Police Department

SKILLBRIDGE PROVIDER

This Memorandum of Understanding (MOU) is between the Office of the Under Secretary of Defense for Personnel and Readiness (USD(P&R)) of the U.S. Department of Defense (DoD) and

El Paso Police Department , hereinafter referred to collectively as the "Parties".

- 1. BACKGROUND: The DoD SkillBridge Program (sometimes referred to by the Military Departments as the Career Skill Program (CSP)), is a program that encourages Service members to capitalize on training and development opportunities throughout their military career so that they may grow and develop as professionals fully capable of serving the Nation – both during their time in uniform and after their term of military service, as civilians. SkillBridge programs hosted by public and private organizations are vetted and, if appropriate, approved by the Office of the USD(P&R). In order for a program to receive initial approval by the Office of the USD(P&R), the hosting organization must enter into an MOU with the Office of the USD(P&R) acknowledging certain rules and requirements in operating the program. Additional, more detailed Memoranda of Understanding or Memoranda of Agreement (MOA) with each Military Department participating in the program may also be required in order to meet command, installation and Service-specific requirements.
- 2. AUTHORITIES:
 - 2.1. DoDI 1322.29 "Job Training, Employment Skills Training, Apprenticeships, and Internships (JTEST-AI) for Eligible Service Members," 24 January 2014
 - 2.2. DoDI 1344.07 "Personal Commercial Solicitation on DoD Installations", 30 March 2006
 - 2.3. DoDI 1000.15 "Procedures and Support for Non-Federal Entities Authorized to Operate on DoD Installations", 24 October 2008
- 3. PURPOSE: This MOU establishes parameters for the participation of transitioning Service members in <u>El Paso Police Department</u>'s proposed SkillBridge Program (the Program). Service members who are within 180 days of separating from service and who have completed at least 180 days of service are eligible for consideration. Specifics of the program, to include the type and duration of the

training, apprenticeship, or internship provided through the program, will be established in Department-specific MOU/MOAs or Office of the USD(P&R) authoritative public interface.

- 4. UNDERSTANDINGS OF THE PARTIES:
 - 4.1. The Office of the USD(P&R) will:
 - 4.1.1. Ensure that each Military Department participating in the program appoints a representative at each installation hosting activities of <u>El Paso Police Department</u>'s SkillBridge program to maintain continuing liaison with the designated representatives of <u>El Paso Police Department</u>.
 - 4.1.2. Ensure that participating Military Departments provide installation access to Service members participating in
 <u>El Paso Police Department</u>'s SkillBridge program on installations under the Department's authority in accordance with base access requirements.
 - 4.1.3. Inform relevant Service member populations about the availability of <u>El Paso Police Department</u>'s program and refer interested candidates to appropriate resource material for more information on <u>El Paso Police Department</u>'s program.
 - 4.1.4. Ensure that participating Military Departments pre-screen applicants to ensure they meet minimum requirements to participate and have received approval to participate from the first field grade commander, O-4 and above, in the Service member's chain of command, who is authorized to impose non-judicial punishment under <u>10 U.S.C. 815</u>, <u>Article 15</u>, also known as the Uniform Code of Military Justice (UCMJ).
 - 4.1.5. Authorize designated SkillBridge training locations as places of duty for participating Service members, with the understanding that a member's participation in the program may be terminated at any time, based on mission requirements, the member's conduct, and/or other Service needs.
 - 4.2. The Service member shall adhere to the rules, regulations, procedures, and policies of El Paso Police Department while on El Paso Police Department 's premises including, but not limited to, rules stated in the Service member Statement and Acknowledgement, if applicable. This includes the DoD requiring individual non-disclosure agreements from the Service member.
 - 4.3. El Paso Police Department will:

4.4. Provide no remuneration to Service members for services performed while participating in the program, further, ensure program participants comply with other restrictions on acceptance of compensation and gifts, bars on representation of El Paso Police Department before Federal

employees, and other ethics rules applicable to Service members as expressed in the criminal conflict of interest statutes (<u>18 U.S.C. § 201209</u>), the Standards of Conduct for Employees of the Executive Branch (<u>5 C.F.R.</u> <u>2635</u>), and the Joint Ethics Regulation (<u>DoD 5500.07-R</u>).

- 4.4.1. Appoint a representative to maintain continuing liaison with USD (P&R), designated Military Department, and installation representatives.
- 4.4.2. Assume overall responsibility for the execution of its SkillBridge program, both on and off participating Military installations.
- 4.4.3. Screen and select participants for <u>El Paso Police Department</u>'s SkillBridge program from among those candidates approved for participation by Military Department authorities.
- 4.4.4. Maintain regular communication with Service members who are SkillBridge program participants and their host employers. Notify the appropriate Military Department, installation liaison, or command approving authority immediately upon learning of any attendance issues, disciplinary concerns, or injuries relating to a Service member who is a SkillBridge participant.
- 4.4.5. Conduct a program feedback survey with Service member SkillBridge program participants and work with designated Military Department installation representatives to address any program concerns and, if necessary, to provide final outcomes to USD(P&R).
- 4.4.6. At a minimum, provide 90-, and 180-day post-program employment updates to USD(P&R) and the Military Department liaison when identified by the Military Department.
- 4.4.7. El Paso Police Department shall not suggest official DoD or Military Department sanction or endorsement of its products or services because of participation in the SkillBridge program or otherwise.
- 5. Inform the Installation Public Affairs Office (PAO) when any media coverage is expected relating to the <u>El Paso Police Department</u>'s SkillBridge program. All materials intended for use in connection with such coverage must be provided to the PAO.

- 6. PERSONNEL: Each party is responsible for all costs of its personnel including pay and benefits, support, and travel. Each party is responsible for the supervision and management of its own personnel.
- 7. GENERAL PROVISIONS:
 - 7.1. POINTS OF CONTACT: The following points of contact (POCs) will be used by the Parties to communicate the implementation of this MOU. Each party may change its POC upon reasonable notice to the other party.
 - 7.1.1. For the Office of the USD(P&R):

DOD SkillBridge Program Military-Civilian Transition Office, Suite 05E22 4800 Mark Center Drive Alexandria, VA 22350-1200

7.1.2. For El Paso Police Department

Email: jacobitzje@elpasotexas.gov

1799@elpasotexas.gov Mailing address: Executive Assist Chief Z. Silva Police Headquarters 911 N. Raynor

- - 7.2.1. For the Office of the USD(P&R):

DOD SkillBridge Program Military-Civilian Transition Office, Suite 05E22 4800 Mark Center Drive Alexandria, VA 22350-1200

7.2.2. For El Paso Police Department

Email: jacobitzje@elpasotexas.gov

Mailing Address: Executive Assistant Chief Z. Silva 1799@elpasotexas.gov Police Headquarters

- 7.3. REVIEW AND MODIFICATION OF MOU: This MOU will be in its entirety triennially and updates will be initiated, as required. This MOU may only be modified by the written consent of the Parties, duly signed by their authorized representatives.
- 7.4. FUNDS AND MANPOWER: This MOU does not document nor provide for

the exchange of funds or manpower, other than participating Service members, between the two parties nor does it make any commitment of funds or resources.

- 7.5. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties in accordance with DoDI 4000.19 "Support Agreements".
- 7.6. NONENDORSEMENT: In accordance with the Joint Ethics Regulation, DoD is prohibited from endorsing or implying that it will endorse any nonfederal entity, event, product, service or enterprise. The Parties recognize

that this agreement does not constitute DoD endorsement of El Paso Police Department $_{\rm or}$

any of its products or services.

- 7.7. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties.
- 7.8. TERMINATION OF UNDERSTANDING: This MOU may be terminated by any Party with 90 days written notice to the other Party. The DoD may terminate this MOU without written notice if DoD determines, in its sole discretion, that it is no longer able to meet the terms of this MOU based on military operational requirements or national emergency. The DoD may terminate this MOU without written notice if DoD determines, in its sole discretion, that the SkillBridge provider, or any of its partners or subsidiaries operating under this agreement, fail to comply with the terms of this MOU.

7.9. SERVICE MEMBER RELEASE FROM SKILLBRIDGE OPPORTUNITY:

Either the DoD or <u>El Paso Police Department</u> may release a Service member from the Program if, in the opinion of either party, the Service member is not actively and satisfactorily participating with the provided training. The DoD may release a Service member from placement with <u>El Paso Police Department</u> if it determines that the Service member is not being utilized by <u>El Paso Police Department</u> consistent with the goals of the Program. Prior to releasing the Service member, DoD and <u>El Paso Police Department</u>shall confer and try to resolve the issue(s), short of release of Service member from the Program. However, for the avoidance of doubt, each party retains ultimate right to end the Program after consultation with the other party.

- 7.10. CONSENT TO IDENTIFICATION: Neither party shall use the other party's name outside their organization without the other party's express written consent, which consent shall not be unreasonably withheld or delayed. Such consent shall not be unreasonably withheld or delayed.
- 7.11. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties.

- 7.12. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.
- 7.13. EXPIRATION DATE: This MOU expires on ________(date to be determined by *agreement between DoD and organization's representative*).

AGREED:

For _	El Paso Police Department	Organization Name
Name	Executive Assistant Chief Z. Silva 	Individual with Signing Authority

Gecutive Assistant Chief Zina Silva sign 1/16/2024 date

For the SkillBridge Program Office

sign

date

DocuSign

Certificate Of Completion

Envelope Id: 5FF149525A2343CDAB35C711F3B0641C		Status: Sent
Subject: DOD SkillBridge Partner Application	ion Review - 783499000011747436 - El Paso	Police Department
LHN Ticket ID: 783499000011747436		
QP Intake ID: 173930846		
Organization Name: El Paso Police Depar	tment	
Source Envelope:		
Document Pages: 19	Signatures: 0	Envelope Orig
Certificate Pages: 5	Initials: 0	SkillBridge Ad
AutoNav: Enabled	Comments: yes	8204 Greentre
Envelopeld Stamping: Enabled		Fairfax Station
Time Zone: (UTC-05:00) Eastern Time (US	SBPDS2acco	
Canada)		IP Address: 1

Signature

Completed

Holder: SkillBridge Admin 2

Using IP Address: 57.140.32.12

SBPDS2account@protonmail.com

Record Tracking

Status: Original 12/14/2023 7:53:22 AM

Signer Events

OSD SkillBridge Review osd.pentagon.ousd-p-r.mbx.skillbridge@mail.mil Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Jerry Jacobitz jacobitzje@elpasotexas.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Accepted: 12/14/2023 11:38:09 AM

ID: 0f8c0718-ce67-423b-bd82-5fbc31bdb171

OSD Signatory

dodhra.mc-alex.dssc.mbx.osd-skillbridge-approver@ mail.mil Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

SkillBridge Admin 1

SBPDSaccount@protonmail.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

In Person Signer EventsSignatureTimestampEditor Delivery EventsStatusTimestampAgent Delivery EventsStatusTimestampIntermediary Delivery EventsStatusTimestamp

Envelope Originator: SkillBridge Admin 2 8204 Greentree Manor Lane Fairfax Station, VA 22039 SBPDS2account@protonmail.com IP Address: 100.6.75.164

Location: DocuSign

Timestamp

Sent: 12/14/2023 7:54:14 AM Viewed: 12/14/2023 10:32:55 AM Signed: 12/14/2023 10:34:25 AM

Sent: 12/14/2023 10:34:26 AM Viewed: 12/14/2023 11:38:09 AM

Certified Delivery Events	Status	Timestamp	
Carbon Copy Events	Status	Timestamp	
Witness Events	Signature	Timestamp	
Notary Events	Signature	Timestamp	
Envelope Summary Events	Status	Timestamps	
Envelope Sent	Hashed/Encrypted	12/14/2023 7:54:14 AM	
Payment Events	Status	Timestamps	
Electronic Record and Signature Disclosure			

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Solutions for Information Design (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Solutions for Information Design:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jennifer.cercone@solidinfodesign.com

To advise Solutions for Information Design of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jennifer.cercone@solidinfodesign.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Solutions for Information Design

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email

to jennifer.cercone@solidinfodesign.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Solutions for Information Design

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jennifer.cercone@solidinfodesign.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <u>https://support.docusign.com/guides/signer-guide-signing-system-requirements</u>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Solutions for Information Design as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Solutions for Information Design during the course of your relationship with Solutions for Information Design.