

**AMENDED INTERLOCAL AGREEMENT #3
Operation Stonegarden FY 2019**

This Interlocal Agreement is entered into on February 24, 2020, by and between the County of El Paso, Texas, hereinafter "County," the City of El Paso, Texas, hereinafter "City," the City of Anthony, Texas, hereinafter "Anthony," the Town of Horizon City, hereinafter "Horizon," the City of Socorro, hereinafter "Socorro", Constable Precinct 6 and Texas Department of Public Safety - Aviation Team. The County is acting on behalf of the El Paso County Sheriff's Office; the City is acting on behalf of the El Paso Police Department; Anthony is acting on behalf of the Anthony Police Department; Town of Horizon City is acting on behalf of the Horizon Police Department; Socorro is acting on behalf of the Socorro Police Department, Constable Precinct 6 is acting on behalf of the Constable Precinct 6 and Texas Department of Public Safety – Aviation Team, acting on behalf of the Texas Department of Public Safety. **This amendment is effective on Monday, July 26, 2021 (see Attachment A).**

WITNESSETH:

Whereas, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness;

Whereas, Operation Stonegarden FY 2019 ("OPSG") is funded by the Department of Homeland Security ("DHS") and led by the Customs and Border Protection (CBP) Border Patrol, to support overtime, equipment, fuel costs, and/or mileage reimbursement for operational purposes to state, local, and tribal agencies to enhance border security, cooperation, and coordination between federal, state, and local law enforcement agencies in a joint mission to secure the U.S. borders along routes of ingress and egress leading to and from the U.S./Mexico border;

Whereas, each party is required to separately submit its grant reimbursements to the Office of the Governor and individually handle its own obligations and responsibilities under the OPSG Grant. The County acts as lead participating agency (acting for itself and all agency parties) only for submission of the joint Operations Order to CBP Border Patrol;

Whereas, the Office of the Governor specifically provided only the City and the County with unique identifiers for use of the Homeland Security Information Network (HSIN) reporting system. Beginning 2016 OPSG Grant Award, the County was required, acting on behalf of all agencies who are parties herein, to submit to the County of El Paso to enter into the HSIN grants system will be utilized for each agency's daily, monthly, quarterly reports and success stories. However, each party is required to separately submit their own semi-annual reports directly to the Criminal Justice Division.

Whereas, the County on behalf of El Paso County Sheriff's Office ("EPCSO"), the City on behalf of El Paso Police Department ("EPPD"), Anthony, Texas on behalf of the Anthony Police Department ("APD"), Horizon on behalf of the Horizon Police Department ("HPD") and Socorro on behalf of the Socorro Police Department ("SPD"), Constable Precinct 6 and the Texas Department of Public Safety – Aviation Team have each agreed to separately submit their own reimbursements for the OPSG Grant to enhance their capability to detect, prevent, and deter crime such as auto theft, burglary, smuggling of contraband/money/aliens/weapons, money laundering, and drug/human trafficking. The parties have also agreed to have the County submit a joint Operations Order to CBP Border Patrol on behalf of all parties;

Whereas, the County on behalf of El Paso County Sheriff's Office ("EPCSO"), the City on behalf of El Paso Police Department ("EPPD"), Anthony, Texas on behalf of the Anthony Police Department ("APD"), Horizon on behalf of Town of Horizon City Police Department ("HPD"), Socorro on behalf of the Socorro Police Department ("SPD"), Constable Precinct 6 and the Texas Department of Public Safety – Aviation Team on behalf of the Texas Department of Public Safety (TDPS) have each agreed to submit their own daily, monthly, quarterly reports and success stories on each agency's behalf through to the Federal HSIN grants system. All parties have also agreed to send their own semi-annual reports and success stories separately and directly to the Office of the Governor, Criminal Justice Division.

Whereas, with the FY 2019 OPSG grant award, officers performing duties under the OPSG Grant will enhance border security, supporting the DHS mission and the National Border Patrol Strategy; that notwithstanding, the EPCSO, EPPD, APD, HPD, SPD and Constable Precinct 6 *will not be involved in immigration enforcement*;

Whereas, such a consolidated effort to reduce crime in the border community will ultimately improve the quality of life for the residents in the combined areas of El Paso, Anthony, Horizon, Socorro, Texas Department of Public Safety and the County; furthermore, such a consolidated effort is in each party's best interest and that of the public and will increase the effective and efficient functioning of each party; and

Whereas, the County, City, Anthony, Horizon, and Socorro are local governments, and the Texas Department of Public Safety as

a state entity, as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this Agreement and have each entered into this Agreement by the action of their respective governing body in the manner prescribed by law.

Now therefore, in consideration of the premises, terms, provisions, and mutual promises contained herein, the parties agree as follows:

No Operations Order will be conducted by state or local law enforcement agencies under the sub-recipient of the County of El Paso until the approval for the funding year has been received by the State Administrative Agency and after the Border Patrol has conducted the post award Integrated Planning Team meeting.

1. Each party will prepare and submit its own reimbursements to the Office of the Governor for funds under FY 2019 OPSG (grant period September 1, 2019 – August 31, 2021). The total amount for all parties combined is \$2,900,000.00 as shown on Attachment A, attached hereto and fully incorporated herein by this reference. The FY 2019 OPSG Grant Award allocated funds for each party. The parties agree to use their respective share of this OPSG Grant award only for eligible costs under the FY 2019 OPSG Grant and to comply with all grant requirements. The parties agree they shall not use OPSG funds to supplant inherent routine patrol and law enforcement operations/ activities or to perform other activities not directly related to providing an enhanced law enforcement presence in each of the named cities and in the County.

2. The County will continue to submit a joint Operations Order to CBP Border Patrol for the entire County of El Paso and on behalf of all parties. The City, Anthony, Horizon, and Socorro each agree they will individually comply with the provisions of the FY 2019 OPSG Grant and timely provide to the County any information the County requests or needs to submit this joint Operations Order to CBP Border Patrol under this OPSG Grant.

3. The County will submit to the Federal grants system each agency's own daily, monthly, quarterly reports and success stories on behalf of all agencies that are parties herein. Each party will separately submit their own semi-annual reports directly to the Office of the Governor. The City, Anthony, Horizon, Socorro, Constable Precinct 6 and the Texas Department of Public Safety – Aviation Team each agree they will individually comply with the provisions of the FY 2019 OPSG Grant and timely provide to the County any information the County requests or needs to submit any required report.

4. This Agreement shall become effective upon acceptance and signature by all parties and shall remain in effect until the expiration of the FY 2019 OPSG Grant. In the event no OPSG Grant is awarded or funding stops, this Agreement shall end. The Agreement may be terminated by any party or parties, with prior notice to the others, should OPSG Grant requirements, rules, or administration change making this interlocal arrangement unnecessary or impractical.

5. Each party's police/sheriff department shall timely submit its own claims or invoices on their agency letterhead to the Office of the Governor. The following items may be required:

- Officer Daily Activity Report
- Time Detail
- Payroll Register
- OT Certifications signed by Supervisor
- Mileage Logs
- Inventory List
- Before equipment purchases are made, verify from www.SAM.gov that vendors are not on Debarment List.
- Verify the equipment is on the authorized equipment list at <https://www.rkb.us/lists.cfm>

6. Each police/sheriff department's claims or invoices shall account separately for the receipts and expenditures of any and all funds received pursuant to the FY 2019 OPSG Grant. Each police/sheriff/marshal department shall timely submit its own invoices for reimbursement by the State Administration Agency (SAA), which is with the Office of the Governor (OOG) – Criminal Justice Division (CJD).

7. Each party shall maintain and make available for inspection, audit or reproduction, by an authorized representative of the local, state, or federal government, any books, documents, records, and other evidence pertaining to the cost and expenses for this Agreement, hereinafter called "Records." In particular, each police/sheriff department 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 must be kept for a minimum of three years after the end of the grant period or longer as may be required by law. If any litigation, claim, or audit involving these Records commences before the three year period expires, the party must keep Records for not less than three years or until all litigation, claims, or audit findings are resolved.

8. The parties each agree to observe all local, federal and state laws, rules, and regulations that in any manner affect or govern the procurement of grant funds or the procurement of goods/services necessary to perform under this Agreement.

9. Each party is responsible for its own actions in providing services hereunder and shall not assume any liability that may arise from performance or nonperformance by any other party.

10. A waiver by a party of any breach of a provision under this Agreement shall not be deemed to be a waiver by any other party or a waiver of any preceding or succeeding breach of the same or any other provision hereof.

11. Each party reserves and does not waive its respective immunity nor any other rights under applicable laws. Any provision of this Agreement that imposes an obligation or restriction, on any party, not permitted by applicable law shall not be enforceable. Therefore, this Agreement is not intended to alter or reallocate any defense or immunity authorized or available to any party under Texas tort or other law.

12. This Agreement is entered into in El Paso County, Texas and venue for the enforcement of this Agreement shall lie in El Paso County, Texas. 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.

13. This document expresses the entire agreement between the parties and shall not be or modified except by written instrument signed by the parties.

14. This Agreement may not be assigned by any party in whole or in part.

15. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

16. Should any term or provision of this Agreement be declared invalid by a court of competent jurisdiction, the parties intend that all other terms and provisions of this Agreement should be valid, binding and have full force and effect as if the invalid portion had not been included. If any word, phrase, clause, paragraph, sentence, part or provision of this Agreement or application thereof to any person, entity, or circumstance shall be held to be invalid or unconstitutional, the remainder of the Agreement shall nevertheless be valid, to the extent practicable.

17. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service post office or certified mail, return receipt requested, addressed to the respective party at the address listed below or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party:

Notice shall be made to:

COUNTY: El Paso County Judge, Ruben John Vogt
El Paso County Courthouse
500 E. San Antonio Ave, Room 301
El Paso, Texas 79901

COPY TO: El Paso County Sheriff's Office
Attention: Richard D. Wiles
3850 Justice Drive
El Paso, Texas 79938

CITY: City of El Paso
Attention: City Manager's Office
300 N. Campbell
El Paso, Texas 79901

COPY TO: El Paso Police Department
Attention: Office of the Chief of Police, Greg Allen
911 N. Raynor
El Paso, Texas 79903

CITY	City of Anthony 401 Wildcat Drive Anthony, TX 79821
COPY TO:	Anthony Police Department Attention: Chief Carlos Enriquez 401 Wildcat Drive Anthony, TX 79821
CITY	Town of Horizon City 14999 Darrington Road Horizon, TX 79928
COPY TO:	Horizon Police Department Attention: Chief Michael McConnell 14999 Darrington Road Horizon City, TX 79928
CITY	City of Socorro 670 Poona Socorro, TX 79927
COPY TO:	City of Socorro Attention: Acting Chief Chris Rey 670 Poona Socorro, TX 79927
Constable Precinct 6	Constable Precinct 6 Constable Javier Garcia 190 N. San Elizario Road Mission Valley Annex Clint, TX 79836
COPY TO:	Constable Precinct 6 Constable Javier Garcia 190 N. San Elizario Road Mission Valley Annex Clint, TX 79836
STATE	Texas Department of Public Safety Attn: Captain German Chavez 1771 Shuttle Columbia Drive El Paso, TX 79925
COPY TO:	Texas Department of Public Safety Attn: Steven McCraw Texas Homeland Security – Texas Department of Public Safety 1800 Nueces St. Austin, TX 78701

IN WITNESS WHEREOF, said County of El Paso, City of El Paso, City of Anthony, Town of Horizon City, City of Socorro, Constable Precinct 6 and Texas Department of Public Safety – Aviation Team have caused these presents to be executed on their behalf by their respective and duly authorized officials on each date noted below.

[Signatures Follow Attachment A]

ATTACHMENT A

ANNEXES

A. Administration Annex:

El Paso County Sheriff's office will be moving \$28,000.00 from Fuel Costs and \$3,500.00 from M&A to operational overtime. Additionally, the previously submitted V2 document moved \$40,000.00 from Horizon PD to the El Paso County Sheriff's office. Due to a minor shortfall in Horizon PD's funding during the previous V2 this amount is being amended to reflect a transfer of funding in the amount of \$39,625.86 from Horizon PD to EPSO which is the corrected total. Finally, Texas DPS air will be reallocating \$8,037.54 in operational overtime to operational blade hours.

OPSG El Paso County TEXAS		2019 Summary		
Category	V0	V1	V2	V3
Overtime	\$1,906,478.20	\$1,906,478.20	\$1,698,945.64	\$1,722,408.10
Fringe	\$457,342.39	\$457,342.39	\$457,342.39	\$457,342.39
Equipment	\$176,012.95	\$176,012.95	\$371,545.51	\$371,545.51
Fuel	\$40,089.61	\$40,089.61	\$40,089.61	\$12,089.61
Maintenance	\$187,615.01	\$187,615.01	\$187,615.01	\$195,652.55
Mileage	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
County M&A	\$59,961.84	\$59,961.84	\$71,961.84	\$68,461.84
State M&A	\$72,500.00	\$72,500.00	\$72,500.00	\$72,500.00
Uncommitted Funds	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$2,900,000.00	\$2,900,000.00	\$2,900,000.00	\$2,900,000.00

OPSG OO County of El Paso, TX Total FY 2019 Total: \$2,900,000.00			
	Administration/ Logistics/Budget	Narrative Justification (Computation of Items)	Federal Request
	Overtime/Fringe	Overtime + Fringe + M&A	\$2,320,712.33
	Law Enforcement Operational Overtime	El Paso County Sheriff's Office (EPCSO) = \$300,521.30 El Paso County Sheriff's Transportation OT= \$104,960.00 El Paso Police Department (EPPD) = \$1,070,967.75 Anthony Police Department (APD) = \$52,749.73 Town of Horizon City Police Dept.(HCPD) = \$29,694.09 Socorro Police Department (SPD) = \$43,740.29 El Paso County Constable Precincts = \$15,924.48 San Elizario Marshal Department = \$21,888.00 Texas Dept of Public Safety (TDPS)–Aviation Team=\$81,962.46	\$1,722,408.10
	Fringe Benefits for Law Enforcement	El Paso County Sheriff's Office (EPCSO) = \$148,372.30 EPCSO Transportation Benefits = \$20,209.06 El Paso Police Department (EPPD) = \$259,281.29 Anthony Police Department (APD) = \$7,838.60 Town of Horizon City Police Dept. (HCPD)= \$9,413.65 Socorro Police Department (SPD) = \$4,503.06 El Paso County Constable Precincts = \$5,271.44 San Elizario Marshal Department = \$2,452.99	\$457,342.39
	Equipment (Provide AEL #)	Equipment Total	\$371,545.51
	H91TGD9PW6AN 20CS-01-AFIS 03OE-02-BNOC	General (7) Police Radios APX 8000 all band portable model 2.5= Equipment \$41,669.95 (EPPD) (2) handheld fingerprint processing units, and required peripherals = \$3,400 (APD) (1) Thermal imaging binoculars \$5,895.00 = \$5,895.00 (SPD)	\$50,964.95

03OE-01-ALPR	Special Equipment	Four (4) License Plate Reader (LPR) Licensing = \$31,550.00 (EPCSO)	\$87,610.00
03OE-01-ALPR		(2) Vigilant LPR Trailer = 56,060.00 (EPCSO)	
12VE-00-MISS-Vehicle, Specialized Mission	Vehicles, Watercraft, other type of vehicles	(1) Specialized vehicles and vehicle conversion kits designed to support specific mission area requirements. Examples include patrol and deployment vehicles, at \$64,425.00 each = \$64,425.00 (APD)	\$217,970.56
12VE-00-MISS		(1) Utility Terrain Vehicles (UTVs) \$14,073.00 = \$14,073.00 (SPD)	
		(3) Vehicle's with Law Enforcement package \$69,736.28 x 2 = \$139,472.56 (EPCSO)	
21GN-00-CNST-Installation 06CP-07-RFSA-Equipment	Regional Capability Build Equip	Radio Console Installation = \$2,743.43 Radio Console Equipment Package Unit= \$12,256.57 (EPCSO)	\$15,000.00
Vehicles	Fuel Cost	El Paso County Sheriff's Office = \$12,089.61	\$12,089.61
	Maint Cost	TDPS \$950 per blade hr. x 205.95 hrs.= \$195,652.55	\$195,652.55
Travel, Lodging, and Per diem		N/A	\$0.00
M&A		[(EPCSO=\$33,825.00)+(EPPD = \$30,510.51)+ (SPD = \$4,126.33)] + Office of the Governor State Administrative Agency M&A \$2,900,000.00x2.5%=\$72,500.00	\$68,461.84 \$72,500.00
TOTAL FUNDING REQUEST OPSG FY19			\$2,900,000.00

Overtime					Fringe	
Agency name	Officers	Estimated Hours (per Officer)	Estimated Overtime Rate	Estimated Overtime Total	Estimated Fringe Rate	Estimated Fringe Total
EPCSO	8	635.19	\$59.14	\$300,521.30	49.37%	\$148,372.30
HCPD	3	339.32	\$29.17	\$29,694.09	31.70%	\$9,413.65
TXDPS	2	546.41	\$75.00	\$81,962.46	N/A	N/A

El Paso County Sheriff's office will be moving \$28,000.00 from fuel costs listed below and \$3,500.00 from M&A to be used as operational overtime. Due to a minor shortfall in Horizon PD's funding during the previous V2 this amount is being amended to reflect a transfer of funding in the amount of \$39,625.86 from Horizon PD to EPSO which is the corrected total. Also, Texas DPS Air has moved \$8,037.54 out of operational overtime and reallocated that funding to Blade hours.

Fuel			
Agency name	Estimated miles	Estimated Fuel Rate	Estimated Total
El Paso County Sheriffs	4835.84	\$2.50	\$12,089.61
		Total \$2.50	\$12,089.61

El Paso County Sheriffs will be moving \$28,000.00 from fuel costs to operational overtime. Leaving a new fuel total of 12,089.61.

Maintenance		
Agency name	Maintenance Description	Estimated Total
DPS AIR	Blade hours - \$950 per blade hr. x 205.95 hrs	\$195,652.55
Total		\$195,652.55

Texas DPS Air will be moving \$8,037.54 from Operational Overtime and supplementing Operational Blade hours with this funding.

B. Execution Annex: N/A.

C. Air Annex: N/A.

D. Media Action Plan: All media border related issues will be directed to the USBP Sector Public Information Office at 915-834-8365.”

E. Legal Review: N/A.

F. Risks: “No additional risks have been associated with this OPORD.”

G. Map: N/A.

COUNTY OF EL PASO

By: _____
Ricardo A. Samaniego
County Judge

DATE: _____

ATTEST: _____
Delia Briones
County Clerk

Approved as to form:

Assistant County Attorney

Approved as to content:

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

CITY OF EL PASO

By: _____
Tomás González
City Manager

Dated: _____

Approved as to form:

Assistant City Attorney

Approved as to content:

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

CITY OF ANTHONY

By: _____
Mayor

Dated: _____

Approved as to form:

Assistant City Attorney

Approved as to content:

Carlos Enriquez, Chief of Police
Anthony Police Department
City of Anthony, TX

TOWN OF HORIZON CITY

By: _____
Mayor

Dated: _____

Approved as to form:

City Attorney

Approved as to content:

Michael McConnell, Chief of Police
Horizon City Police Department
Town of Horizon City, TX

CITY OF SOCORRO

By: _____
Mayor

Dated: _____

Approved as to form:

City Attorney

Approved as to content:

Christopher Rey, Interim Chief of Police
Socorro Police Department
City of Socorro, TX

CONSTABLE PRECINCT 6

By: _____
Ricardo A. Samaniego
County Judge

DATE: _____

ATTEST: _____
Delia Briones
County Clerk

Approved as to form:

Assistant County Attorney

Approved as to content:

Javier Garcia
Constable Precinct 6
County of El Paso, Texas

Texas Department of Public Safety – El Paso Aviation Team

By: _____

Dated: _____

Approved as to form:

STATE Attorney

Approved as to content:
