

STATE OF TEXAS)
)
COUNTY OF EL PASO)

Interlocal Governmental Agreement

This Agreement is entered into by and between the City of El Paso, a municipal corporation situated in El Paso County, Texas, hereinafter called "City," and the County of El Paso, Texas, hereinafter called "County," and the District Attorney, 34th Judicial District of the State of Texas, hereinafter referred to as "District Attorney," pursuant to the Interlocal Cooperation Act, Art. 791.001, et seq., Texas Local Govt Code.

WITNESSETH

WHEREAS, the District Attorney has created the District Attorney's Information Management System (DIMS), allowing the prosecutor to make a charging decision within hours of a person's arrest, instead of weeks or months after an arrest;

WHEREAS, DIMS allows an arresting law enforcement agency to submit criminal cases for screening and filing in the State courts system within hours of an offense; and

WHEREAS, the operation of DIMS increases the effectiveness of law enforcement in the City, saves the City money, and improves community relations.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. PURPOSE. The purpose of this agreement is to establish a formal, binding relationship between the City, the County and the District Attorney's Office regarding the attorney and clerical staffing component of DIMS. DIMS substantially affects the procedures utilized by the El Paso Police Department in connection with making arrests for criminal offenses classified as Class B Misdemeanors and higher. The District Attorney shall provide such duly qualified attorneys and clerical staff to assist the El Paso Police Department in conjunction with DIMS.

K-03-408

#94390/HENGEM/Police Y40

2. TERMS. This Agreement shall be in effect from September 1, 2003 through August 31, 2004, unless terminated or amended pursuant to the terms of this Agreement.
3. SERVICES. The District Attorney shall make attorneys and support staff from its office actively available to staff DIMS and provide services based on the enumeration of shifts set forth in Exhibit A attached to this Agreement. These services exceed the statutorily required duties of the District Attorney. Attorney and clerical services will be provided at the rates set out for Attorney Funding and Clerical Funding on Exhibit B attached to this Agreement. Services will be provided on the calendar schedule that is attached hereto as Exhibit C, or until funding under this Agreement, or amendment to same, is depleted.
4. CONSIDERATION. As consideration for this Agreement, and except as provided below, the City shall make payment to the District Attorney in a total amount not to exceed THREE HUNDRED SIXTY SIX THOUSAND NINE HUNDRED NINETY ONE (\$366,991.00) in the manner set forth below. The District Attorney and the County shall fund DIMS services as set out in Exhibit D attached to this Agreement, at no less than at a cumulative rate of one twelfth of \$183,454.00 per month (or \$15,287.84. per month), for the months, or portions thereof, that services are provided under this Agreement, and only as long as the City is paying its proportionate share of expenses for rendered services, as set out in this Agreement; nothing in this agreement shall inhibit the District Attorney from providing services at a greater amount or corresponding rate. The City shall provide funding for DIMS Services as set out in Exhibit D attached to this Agreement, in an amount not to exceed \$366,991.00, at no more than at a cumulative rate of one twelfth of \$366,991.00 per month (or \$30,582.59

per month), for the months that services are being provided to the City under this Agreement, and only as long as the County and District Attorney are paying his proportionate share of expenses for rendered services, as set out in this Agreement, and only for such time until the City has expended the sum of \$366,991.00. The City shall pay only for actual services rendered to the City, and costs incurred, under this Agreement. Nothing in this Agreement prohibits the District Attorney from providing DIMS services to other law enforcement agencies within the 34th Judicial District, provided however, that in such case the total annual value of such services shall not exceed the amount of \$183,454.00. The parties specifically agree that absent an amendment to this Agreement indicating otherwise, neither party is obligated to provide services or fund services under this Agreement, once either party has depleted its funding obligation under this Agreement.

The District Attorney shall bill for DIMS services in accordance with this Agreement until such time that the City has expended the total amount of its consideration under this Agreement, by submitting a bill for services to the City by sending such bill to the attention of the Director of Administrative Services for the Police Department, 911 N. Raynor St.

The District Attorney shall submit bills, on a monthly basis to the City to the attention of the Director of Administrative Services of the Police Department, 911 N. Raynor St., for services actually rendered to the City during the preceding month until such time as the City has expended the total amount of its consideration under this Agreement. The City shall pay each bill received in full within 10 days of the receipt of the bill, unless the City contests a bill or unless the City has already expended the total

amount of its consideration under this Agreement. In the event that the City is billed for an amount that, when added to previous payments made by the City, results in a cumulative total that exceeds the City's total consideration obligation under this Agreement, the City shall not be obligated to pay the bill in full, but shall only pay such portion of the bill that, when added to the City's previous payments, equals the City's total consideration obligation under this agreement. Billing records and records of services rendered shall be made available for inspection upon written request by the City. Such requests shall be addressed to: Office of the County Auditor, County of El Paso, Attention Edward Dion, County Auditor.

The City may contest a bill within five working days of the receipt of the bill by sending written notice to the District Attorney. In the event that a bill is contested, the District Attorney and the Chief of Police or their representatives shall meet within five working days. The District Attorney shall account for billing records and records of services that are not otherwise made available by the County Auditor. If necessary, the bill shall be adjusted to reflect proper billing of the City under this Agreement. The City shall have an additional 10 days to pay such revised billing. The refusal of the City to pay any bill or portion of a bill once the City has expended the full amount of its consideration under this Agreement shall not constitute a contest of a bill. This provision does not affect any legal rights or remedies that are otherwise available to the City, the County and the District Attorney regarding the enforcement of the provisions of this Agreement.

5. EQUIPMENT. The City shall also provide an office area and telephones which may be used by the District Attorney's Office in conjunction with the DIMS project. The City,

through the Chief of Police, may permit the District Attorney and his assistants to have access to the Police Department RMS computer system for use only in connection with providing assistance to El Paso Police officers in conjunction with DIMS. The Chief of Police, at his sole discretion, may at any time and without advance notice, limit, suspend or terminate the authorization of the District Attorney or any Assistant District Attorney or employee or agent of the District Attorney to access the RMS computer system.

6. RELATIONSHIP. Nothing herein contained shall be construed as creating the relationship of employer and employee between the parties.
7. AMENDMENTS. This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
8. LEGAL CONSTRUCTION. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
9. TERMINATION. This Agreement may be terminated by either party upon a showing of good cause or upon the expenditure of all funds required to be expended by either party under this Agreement by giving of 14 days written notice to the other party.

Written notices under this section shall be sent to the following:

City: Mayor
#2 Civic Center Plaza
El Paso, TX 79901-1196

Copy to: Chief of Police
911 N. Raynor St.
El Paso, TX 79903

District Attorney: Jaime Esparza
2nd Floor, Courthouse
500 E. San Antonio St.
El Paso, TX 79901

County: County Judge Dolores Briones
3rd Floor, Courthouse
500 E. San Antonio St.
El Paso, TX 79901

10. ENTIRE AGREEMENT. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding.

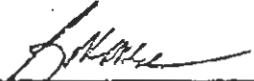
Dated this 28th day of October 2003.

THE CITY OF EL PASO



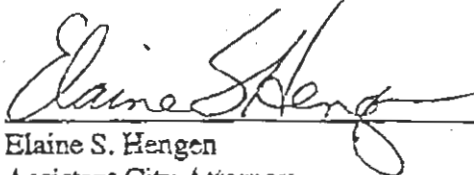
Joe Wardy, Mayor

ATTEST:



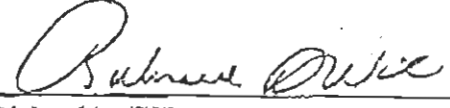
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Elaine S. Hengen
Assistant City Attorney

APPROVED AS TO CONTENT:



Richard D. Wiles
Interim Chief of Police

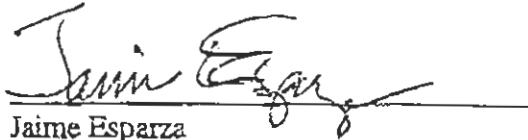
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05/18/06
C & Esparza P
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Dated this _____ day of November 2003.

DISTRICT ATTORNEY



Jaime Esparza
District Attorney
34th Judicial District

COUNTY OF EL PASO



Dolores Brieres
County Judge

ATTEST:



Waldo Alarcon
County Clerk

APPROVED AS TO FORM:



Printed name and title:

Marcos Lizarraga

First Assistant D.A.