



COMMISSIONERS COURT COMMUNICATION

AGENDA DATE : 6/11/2012_____

CONSENT OR REGULAR: ___ Consent ___

CONTRACT REFERENCE NO **KK-12-0231**

(IF APPLICABLE):

SUBJECT: Approve and authorize the County Judge to sign the Contract Service Agreement between El Paso County and a service provider participating in the Border Prosecution Unit initiative (Grant #CH-10-A10-22837-02) from 01/01/2012 to 08/31/2013.

BACKGROUND/DISCUSSION OF TOPIC: To include statutory requirement, operational impact, or performance goal.

The Border Prosecution Unit is a network of 16 state prosecutors with jurisdictions along the Texas/Mexico border working in close partnership with DPS and local law enforcement agencies to coordinate their investigatory and prosecutorial response to criminal enterprises threatening security in the border regions of Texas. Contract services are key to the delivery of project activities of the BPU.

FISCAL IMPACT:

There is no impact to El Paso's County's budget. Grant activities are fully funded by grant.

PRIOR COMMISSIONERS COURT ACTION (IF ANY):

Routine request with the last service contract before Commissioner's Court on 03/26/2012.

RECOMMENDATION: It is requested that the Court approve and authorize the County Judge to sign the Contract Service Agreements.

COUNTY ATTORNEY APPROVAL

The attached document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

COUNTY ATTORNEY: Jo Anne Bernal

LEGAL REVIEW: Janet Monteros, ACA

LEGAL REVIEW NOTES (If Applicable): Approved as to Form as Submitted

DATE: **KK-12-0231– approved 05/24/2012**

SUBMITTED BY:

Jaime Esparza, District Attorney

Renee Railey

From: Ashley Martinez
Sent: Thursday, May 24, 2012 4:48 PM
To: Renee Railey
Subject: FW: kk-2012-0231 -- Border Prosecution Grant 2283702: Service Agmt: Richard Wintory
Attachments: WINTORY.05.22.pdf

From: Janet Monteros
Sent: Thursday, May 24, 2012 2:31 PM
To: Ashley Martinez; Renee Railey; Alicia Vera; Josefina Vasquez
Subject: kk-2012-0231 -- Border Prosecution Grant 2283702: Service Agmt: Richard Wintory

COUNTY LEGAL REVIEW FORM

KK-2012-0231

Contract Description: Border Prosecution Grant 2283702: Service Agmt: Richard Wintory

COUNTY ATTORNEY ACTION**

****Requested Amendments/Clarifications:** We assume you have submitted any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

Approved as to Form as Submitted
 Approved as to Form with Amendments/Modifications/Reservations Noted Below*
 Not Approved

*1)

This document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

Janet Monteros
Assistant County Attorney

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT (the "Agreement") is made and entered into this 1st day of May, 2012, by and between Richard Wintory (the "Service Provider") and the County of El Paso, as the grantee of the of the Office of the Governor, Criminal Justice Division, Grant No. 2283702, and acting as fiscal agent for the Border Prosecution Unit ("BPU"), located at 34th Judicial District Attorney's Office, 500 E. San Antonio Street, Suite 201, El Paso, Texas, 79901 (the "Client").

WITNESSETH:

WHEREAS, the Client and the Service Provider desire to develop a services relationship, upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the Service Provider agrees to provide certain services to the Client, to wit: planning and delivery of specific continuing legal education courses and technical support for BPU service delivery.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, representations, warranties, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Service Provider and Client agree as follows:

Services: During the Term (as defined below) of this Agreement, the Service Provider shall, as specified by the Client, provide services to further the goals, mission and objectives of the Client. The services related to effectuating the purpose of the grant, entitled Grant No. 2283702 to BPU from the Office of the Governor, Criminal Justice Division, State of Texas.

1. The Service Provider will engage in the planning, presentation and delivery of specific continuing legal education programs and technical assistance services to enhance the professional skills and competencies of BPU personnel, specifically, a training course on the trial of complex criminal enterprise cases, including prosecutions under Chapter 71, Texas Code of Criminal Procedure, and covering topics such as case preparation, fact analyses, evidentiary concerns, use of electronic surveillance techniques, trial presentation, and managing investigative agencies.

Fees: The fee for such Services shall be as applicable and reasonable for the particular programs and services afforded by the Service Provider in the amount of \$1,250 per day for course development and curriculum design, and \$1,250 per day for course presentation, payable by

the Client to the Service Provider upon presentment of an invoice detailing the services provided by the Service Provider

Expenses: The Service Provider shall be entitled to reimbursement for its reasonable expenses, including approved travel, associated with the rendering of the Services. All invoices submitted by the Service Provider for services and expenses shall be in the form agreed by the parties. All payments contemplated by this Agreement shall be due and payable only so long as they are incurred while this Agreement is in force and effect.

Term: The term of this Agreement shall be until August 31, 2013.

Modifications: This Agreement may be modified or extended by mutual written agreement of both parties. It may be cancelled at any time during its term by either party with 30 days prior written notice without cause.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first set forth above.

SERVICE PROVIDER


Richard Wintory

DATE:

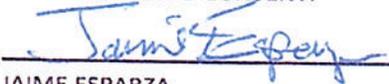
3-23-12

THE COUNTY OF EL PASO

BY _____
COUNTY JUDGE VERONICA ESCOBAR

DATE: _____

APPROVED AS TO CONTENT:


JAIME ESPARZA
34TH JUDICIAL DISTRICT ATTORNEY

DATE:

5-22-2012