



# COMMISSIONERS COURT COMMUNICATION

AGENDA DATE : June 10, 2013

CONSENT OR REGULAR: Regular

CONTRACT REFERENCE NO  
(IF APPLICABLE): \_\_\_\_\_

## **SUBJECT:**

Approve and authorize County Judge to sign MOU with Headquarters, US Army Garrison, Fort Bliss for the El Paso County Tax Office to maintain an office to provide County Tax Services on Fort Bliss.

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

The County Tax Assessor Collector maintains an office on Fort Bliss. The MOU between The County and Fort Bliss is deemed necessary to clarify and memorialize the parties' duties and responsibilities as related to the presence of the County Tax Office on Fort Bliss property. The attached MOU was drafted in response to the two burglaries of the El Paso County Tax Office at Fort Bliss in January and March of 2013. There is no cost to the County of El Paso. The MOU has been reviewed and approved by The County Attorney.

Victor Flores and Frank Ortiz will be present to address the court with answers to any questions.

## **FISCAL IMPACT:**

No Impact for the 2013 fiscal year.

## **PRIOR COMMISSIONERS COURT ACTION (IF ANY):**

N/A

## **RECOMMENDATION:**

Approve and authorize County Judge to sign MOU with Headquarters, US Army Garrison, Fort Bliss for the El Paso County Tax Office to maintain an office to provide County Tax Services on Fort Bliss.

## **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:

LEGAL REVIEW:

LEGAL REVIEW NOTES (If Applicable):

DATE:

SUBMITTED BY: Victor A. Flores, RTC



**FINAL**  
**DEPARTMENT OF THE ARMY**  
US ARMY INSTALLATION MANAGEMENT COMMAND  
HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT BLISS  
1741 MARSHALL ROAD  
FORT BLISS, TX 79916

MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN  
EL PASO COUNTY TAX OFFICE  
AND  
HEADQUARTERS, UNITED STATES ARMY GARRISON  
FORT BLISS, TEXAS  
FOR  
SATELLITE TAX OFFICE AT FORT BLISS, TEXAS  
AGREEMENT NUMBER W6CLAA-13101-295

This is a Memorandum of Understanding (MOU) between El Paso County Tax Office and Headquarters, US Army Garrison, Fort Bliss. When referred to collectively, the El Paso County Tax Office and Headquarters, US Army Garrison are referred to as the "Parties".

1. AUTHORITIES:

a. DoDI 4000.19, Interservice and Intragovernmental Support, 23 April 2013.

b. No cost Real Estate License to be promulgated through the Fort Bliss Directorate of Public Works, Master Planning Office, with the US Army Corps of Engineers, Fort Worth District.

2. PURPOSE: El Paso County Tax Office (Tax Office) will establish a satellite office in Building 505, Room A115, to provide the tax office support to the Fort Bliss Community. Fort Bliss will provide a safe so that Tax Office may keep monies overnight to accomplish its daily mission. Fort Bliss shall not be liable in the event of loss.

3. UNDERSTANDINGS OF THE PARTIES:

3.1. Tax Office Will:

3.1.1. Occupy space as identified and approved by Fort Bliss Command Staff.

3.1.2. Open the Tax Office for Fort Bliss Customers from 0730 to 1600 hours, Monday through Friday, excluding El Paso County or federal holidays.

3.1.3. If required in the future, request proprietary approval and fund all costs to install and maintain surveillance cameras and associated equipment.

**FINAL**

3.1.4. Request recycling container by calling (915) 568-1537. Recycling is mandatory on Fort Bliss. Ensure that recyclable materials are separated from the waste stream and placed in the blue recycling containers.

3.2. Fort Bliss Will:

3.2.1. Provide administrative space in in Building 505, Room A115, to accommodate 3-4 personnel, Monday through Friday, from 0730 to 1600. Tax Office will be open during lunch.

3.2.2. Provide baseops support at no cost, which includes refuse collection, utilities, recycle support and Level IV custodial services (trash pickup, vacuuming and cleaning once per week and restroom cleaning twice per week). All cleaning will be accomplished during normal duty hours. Utilities (water, gas, sewer) will be provided at no cost.

3.2.3. Communications (T1) lines have been installed at Fort Bliss Garrison expense and Fort Bliss will not seek reimbursement from El Paso County for this expense.

4. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support and travel. Each Party is responsible for supervision and management of its personnel.

5. GENERAL PROVISIONS:

5.1. POINTS OF CONTACT:

5.1.1. For the County Tax Office: Mr. Frank Ortiz, Chief Deputy, Tax Assessor Collector, phone: 915-546-2096, email: [FrOrtiz@epcounty.com](mailto:FrOrtiz@epcounty.com).

5.1.2. Fort Fort Bliss: Mr. Thomas Snodgrass, P&O/BM, Directorate of Human Resources, phone: 915-568-7798, email: [thomas.e.snodgrass4.civ@mail.mil](mailto:thomas.e.snodgrass4.civ@mail.mil).

5.2. FUNDS AND MANPOWER:

5.2.1. This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources.

5.2.2. There are no costs for Fort Bliss baseops support to the Tax Office.

5.2.3. Nothing in this agreement shall be construed to obligate the Receiver to expend or obligate funds in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341.

5.3. MODIFICATION OF MOU: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

*FINAL*

5.4. 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 or in accordance with DODI 4000.19.

5.5 TERMINATION OF MOU: This MOU may be terminated in writing at will by either Party.

5.6. MOBILIZATION: Mobilization and/or emergency requirements placed upon either Party will require a review of this MOU determine whether revision, amendment, or termination is necessary.

5.7. TRANSFERABILITY: This MOU is not transferable .

5.8. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

5.9. EFFECTIVE DATE. This MOA becomes effective upon the date of the signature of all parties, and will remain in effect until amended, revised, superseded, or terminated by either party.

5.10. EXPIRATION DATE: This MOU will be reviewed annually on or around the anniversary of its effective date and triennially in its entirety.

5.11. OSJA REVIEW. This MOA has been reviewed by the Office of the Staff Judge Advocate and determined to be legally sufficient.

\_\_\_\_\_  
Reviewing Attorney

\_\_\_\_\_  
Date

APPROVED:

FOR EL PASO COUNTY:

\_\_\_\_\_  
Victor A. Flores  
Tax Assessor Collector

\_\_\_\_\_  
Date

*FINAL*

FOR EL PASO COUNTY:

\_\_\_\_\_  
Veronica Escobar  
County Judge

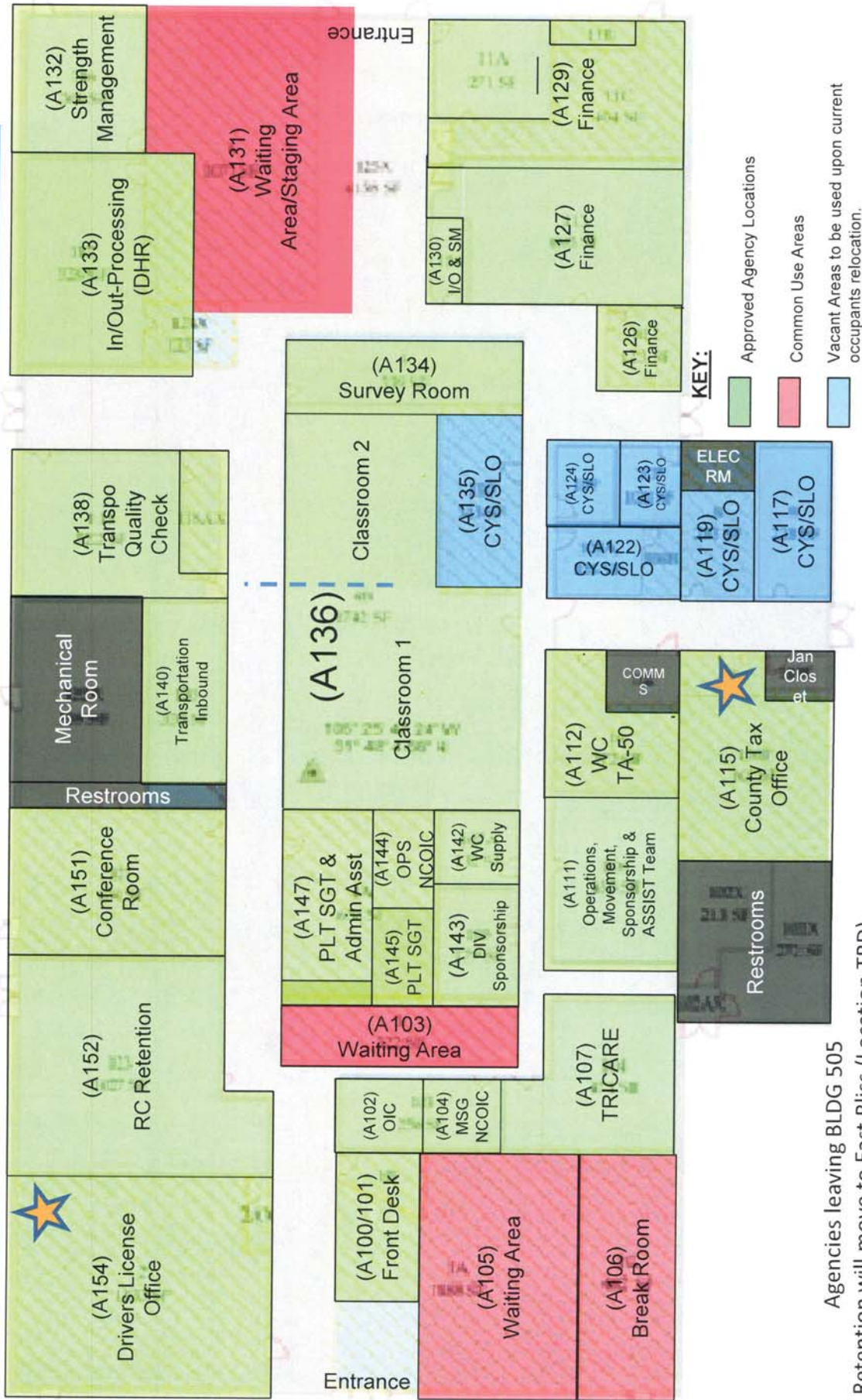
\_\_\_\_\_  
Date

FOR HEADQUARTERS, US ARMY GARRISON, FORT BLISS, TEXAS:

\_\_\_\_\_  
Brant V. Dayley  
Colonel, US Army  
Commanding

\_\_\_\_\_  
Date

# BLDG 505 Projected Floor plan



**KEY:**  
■ Approved Agency Locations  
■ Common Use Areas  
■ Vacant Areas to be used upon current occupants relocation.

- Agencies leaving BLDG 505
- AC Retention will move to East Bliss (Location TBD)
- Agencies moving to BLDG 505
- Propose A107 for TRICARE
- Propose A117, 119, 122, 124, 123 & 135 for CYS/SLO