



COMMISSIONERS COURT CONTRACT FORM

CONTRACT SUMMARY

Approve and authorize the County Judge to sign the Interlocal Agreement/Cooperative Working Agreement between the El Paso County District Attorney's Office and the El Paso County Sheriff's Office Border Crime Initiative effective 10/1/2012 to 09/30/2013 (BCI Contract #2012-0469).

ADDITIONAL BACKGROUND:

FISCAL IMPACT:

PRIOR COURT ACTION:

BASIC CONTRACT DETAILS

CONTRACT NO.: 2013-0366

CONTRACT TITLE: BCI Grant/Cooperative Working Agmt: DA

SECOND PARTY: State of Texas, Office of the Governor, Criminal Justice Division

CONTRACT TYPE: Interlocal Agreement

TERM AND BUDGET DETAILS

TERM:

EXTENSION OPTIONS (If Applicable):

EFFECTIVE DATE:

EXPIRATION DATE (If Applicable):

EXTENSION DEADLINE DATE (If Applicable):

AMOUNT: Unknown

APPROVALS

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: Arthur Provenghi

LEGAL REVIEW:

LEGAL REVIEW NOTES (If Applicable):

DATE: July 26, 2013

DIRECTOR/DEPARTMENT HEAD APPROVAL

The undersigned hereby certifies that he/she has read the contract, understands and approves the contract terms and conditions and further certifies that the contract conforms to the bid specifications, if any, and acknowledges that he/she is responsible for administering all terms and conditions.

DIRECTOR/DEPARTMENT HEAD/DESIGNEE: Richard Wiles (Sheriff)

DEPARTMENT CONTACT: Gibbons, Kristine

DEPARTMENT: Sheriff

DATE: July 29, 2013

District Attorney Contract

34th Judicial District comprised of the Texas Counties of El Paso, Hudspeth, and Culberson

WHEREAS, the office of the 34th Judicial District Attorney and the County of El Paso are desirous of entering into a contract between the parties regulating the disposition of property and moneys (as defined by law) seized by the Border Crime Initiative (BCI) pursuant to civil and criminal statutes of the State of Texas; and

WHEREAS, the parties to this contract are identified as the 34th Judicial District Attorney and the County of El Paso, being that group organized pursuant to a grant by and through the Criminal Justice Division of the Office of the Governor under the Anti-Drug Abuse Act of 1988 (hereinafter referred to as the BCI Unit); and

WHEREAS, the District Attorney of the 34th Judicial District has the duty to represent the State of Texas regarding forfeitures of property pursuant to various civil and criminal statutes; and

WHEREAS, the BCI Unit has a duty to provide law enforcement service; and

NOW, THEREFORE, it is mutually agreed by and between the 34th Judicial District Attorney and the County of El Paso, as follows:

1. This contract constitutes a local agreement between the parties.
2. The 34th Judicial District Attorney shall diligently pursue all prosecutable forfeiture actions which arise from operations initiated and investigated by the BCI.
3. Property seized by the BCI under the provisions of law may be placed in the custody of the 34th Judicial District Attorney until final disposition of the forfeiture action.
4. Funds seized by the BCI under the provisions of law may be placed in the custody of the 34th Judicial District Attorney until final disposition of the forfeiture action, provided such funds are maintained in a separate back account subject to review by the BCI Unit and the Criminal Justice Division of the Office of the Governor.
5. Upon final disposition of the forfeiture action, all funds, interest accrued, and all property attributable to the efforts of the BCI shall be awarded to the BCI as dictated by the Governor’s Office, Criminal Justice Division.
6. All property and funds awarded to the BCI under forfeiture action represent program income. These funds shall be added to the funds committed to the project (addition methods of handling program income unless an alternate method is designated in the grant award document) in accordance with U.S. Department of Justice, Office of Justice Programs, Financial Guide, Part III, Chapter 4, and the Texas Administrative Code, Title 1, Part 1, Chapter 3, Section 3.719. Program income (forfeiture, etc.) must be used to supplement project costs or offset the award amount; Use of program income must be pre-approved by the Criminal Justice Division.
7. This Agreement shall be in effect for the term of the BCI Unit grant award dated of October 1, 2012 to September 30, 2013.

It is so agreed and noted. Witness our hands this _____ day of _____.

Jaime Esparza – 34th Judicial District Attorney

Veronica Escobar, El Paso Co. Judge