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County of El Paso Agenda Item Details

Item Title:	DA-LaToya Scott Robinson Contract Services Agreement
Submitted By:	Bill D. Hicks, District Attorney
Department:	District Attorney's Office
Department Phone Number:	915-546-2059
Subject:	(Postponed 8/19/24) Approve and authorize the County Judge to sign the Contract Service Agreement between the County of El Paso and the following service provider participating in the Border Prosecution Unit (BPU) initiative (Grant #2283712) from September 1, 2024, through August 31, 2025, LaToya Scott Robinson. (Contract No. 2024-0640)
Background:	<p>The Border Prosecutor, Regional Border Prosecutors and Texas Anti-Gang Attorney provide direct prosecution resources to state and local law enforcement agencies, to their prosecutor counterparts in the 34th Judicial District, to prosecutors in Region 1 of the Border Prosecution Unit (BPU) and upon request to other prosecution offices in the border region. They will specifically assist the Texas Department of Public Safety and local law enforcement agencies to generate and develop long-term cases against ongoing criminal enterprises. Prosecutors work with other law enforcement agencies at the local, state, and federal level to identify and prosecute border crimes. The BPU provides technical assistance in drafting affidavits and court orders relating to stored communications, as well as the execution of those types or orders. The BPU with prosecutors from other jurisdictions target criminal enterprises who operate in multiple jurisdictions. The project provides funding from the administrative support, coordination, and training for the twenty-three (23) constituent district attorney offices, covering 54 Texas counties, that comprise the Texas Border Prosecution Unit, as well as other counties outside the border region that have been significantly affected by border crime.</p>

Contract Number: 2024-0640

Contract Term Start: 8/31/2024
Contract Term End: 8/30/2025
County Attorney Opinion Number:

Fiscal Impact:

Fiscal Impact Historical
None. Contract service agreements are paid for entirely by the Border Prosecution Unit grant, awarded by the Texas Office of the Governor-Homeland Security Grants Division. No County Match required.
Account #GRIBPRU60000-601400-601404

Fiscal Impact Projected
None. Contract service agreements are paid for entirely by the Border Prosecution Unit grant, awarded by the Texas Office of the Governor-Homeland Security Grants Division. No County Match required.
Account #GRIBPRU60000-601400-601404

Long Account Number: Amount:

Long Account Number: COSG-7219-0002024-431-20-21002-0001-00000-600000- SG-RIBRPRU24-OPERATING EXP. Amount: \$45,000.00

Budget or Unbudgeted Match:

Recommendation:

(POSTPONED 8/19/24) Approve and authorize the County Judge to sign the Contract Service Agreement between the County of El Paso and the following service provider participating in the Border Prosecution Unit (BPU) initiative (Grant #2283712) from September 1, 2024, through August 31, 2025, LaToya Scott Robinson. (Contract No. 2024-0640)

Prior Action:

BPU Professional Services Exemption approved by Comm Court on 06/10/2024; BPU Provider Contract #2024-0018 approved on 01/22/2024, Item 4I; BPU award accepted on 10/02/2023, Item #4V; BPU Grant Application #2023-0148 for FY23/25 approved on 03/06/2023, Item 4T.

Strategic Plan:

Goal:

null

Objective:

Strategic Plan Information:

Estimated Time Needed

For This Item:

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT (the “*Agreement*”) is made and entered into this 1st day of September 2024, by and between the LaToya Scott Robinson (the “*Service Provider*”) 2003 Northridge Drive, Austin, TX 78723. and the County of El Paso, as the grantee of the Office of the Governor, Homeland Security Grants Division, Grant No. 2283712, and acting as fiscal agent for the Border Prosecution Unit (“*Client*”), located at the 34th Judicial District Attorney’s Office, 500 E. San Antonio Street, Suite 201, El Paso, Texas 79901.

WITNESSETH:

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

WHEREAS, the Service Provider agrees to provide certain meeting and event planning and production services in furtherance of the Client’s training and professional development programs and services;

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 to the Client. The services relate to effectuating the purposes of the grant, entitled Border Prosecution Unit (the “*BPU*”), and further identified as Grant No 2283712, to the Client from the Office of the Governor, Homeland Security Grants Division, State of Texas (the “*CJD*”), to wit:

1. Serve at the direction of the Client’s Training Director to plan and produce the full range of Client’s continuing education and professional development programs and services, board and committee meetings and any other events as may be necessary;
2. Serve as primary contact with offices in the Border Prosecution Unit and their personnel in regard to meeting planning, lodging information and reservations, meeting logistics and related matters;
3. Upon Client’s direction, secure appropriate meeting and lodging facilities for training events and other conferences, including making site visits to potential training sites and other such necessary travel to secure appropriate training venues and lodging options;
4. When appropriate, attend training events and coordinate on-site details with Client, related meeting services vendors and other service providers;
5. Coordinate training event faculty logistics, liaison, correspondence, travel and necessary support;

6. Work with the appropriate staff of the Texas District and County Attorneys Association (TDCAA) to facilitate email distributions, training announcements and notifications on behalf of Client's training and professional development programs and services;
7. Provide staff support to Client regional meetings, board meetings, annual meeting and such other meetings and events as may be necessary;
8. Prepare attendance rosters and sign-in sheets for training events;
9. Staff registration table and provide on-site assistance at Client training events;
10. As may be required, assist the BPU Training Director to facilitate the application(s) for mandatory continuing legal education (MCLE) credit from the State Bar of Texas, and for continuing education credit from the Texas Commission on Law Enforcement (TCOLE) and maintain any required records relating to approved training programs;
11. Coordinate with appropriate representatives of the Texas District and County Attorneys Association and the Texas Department of Public Safety to effectuate the training and meeting needs of the Client; and
12. Reproduce and distribute training materials.

Payment for Services. The Service Provider shall be entitled to payment for services rendered to Client at the rate of Sixty Dollars (\$60.00) per billable hour.

Upon presentment of an invoice detailing the services provided by Service Provider consistent with the Services specified in this contract, payment shall be made to the Service Provider within thirty (30) days. For services provided under section 1-12 of the "Services" section herein, partial hours shall be billed in quarterly hour increments.

Expenses. The Service Provider shall be entitled to reimbursement for their actual business costs associated with the rendering of the Services, including the cost of training and presentation materials directly related to the provision of said Services, provided however, all reimbursement for travel expenses shall be governed by the "Travel Reimbursement Rates" as promulgated from time to time by the Texas Comptroller of Public Accounts. These costs are to be included in the detailed invoice accompanied by receipts.

Invoices. All invoices submitted by the Service Provider for services and expenses shall be submitted in a form provided by the Training Director of the BPU. The form used shall be in three sections: billable hours, travel, and reimbursable expenses. The invoices shall be submitted monthly, unless later by prior approval of the Client, but no later than 90 days after delivery of the specific services agreed to above. 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.

Contract Monitoring and Compliance. Service Provider agrees to provide Client with periodic reports as may be required under the County of El Paso's contract monitoring program.

Term. The term of this Agreement shall be from September 1, 2024, to August 31, 2025.

Confidentiality. The Service Provider recognizes and acknowledges that it may have access to confidential and law enforcement sensitive information of Client as it relates to matters of border security and safety, and that protection of this information is of critical importance to Client, and Service Provider agrees that it will not at any time, either during the term of this Agreement or afterwards, make any independent use of or disclosure of this information to any other person or organization except as authorized by the Client. These obligations of confidentiality shall survive the termination of this Agreement.

Modifications. This agreement may be modified or extended by mutual written agreement of both parties. Either party may cancel it at any time during its term with 30 days prior written notice without cause. If Client cancels the agreement, Client will be responsible only for actual business costs incurred by Service Provider in preparation for fulfilling its obligations under this agreement. Service Provider will provide Client with a detailed written invoice of the unpaid actual business costs no later than 90 days of the date Client gives Service Provider notice of cancellation.

Neither party will be liable for damages due to cancellation of the agreement due to Force Majeure. For the purpose of this Agreement, an "Event of Force Majeure" means any circumstance not within the reasonable control of the Party affected, but only if and to the extent that (i) such circumstance, despite the exercise of reasonable diligence and the observance of standard business practice, cannot be, or be caused to be, prevented, avoided or removed by such Party, and (ii) such circumstance materially and adversely affects the ability of the Party to perform its obligations under this Agreement, and such Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the Party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof.

(Signature Page Follows)

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

SERVICE PROVIDER

LATOYA SCOTT ROBINSON

DATE: _____

THE COUNTY OF EL PASO

COUNTY JUDGE RICARDO A. SAMANIEGO

DATE: _____

APPROVED AS TO CONTENT:

BILL D. HICKS
34TH JUDICIAL DISTRICT ATTORNEY

DATE: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

LaToya Scott Robinson
Austin, TX United States

Certificate Number:
2024-1200536

Date Filed:
08/13/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Border Prosecution Unit

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2024-0640
Meeting Planner duties

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

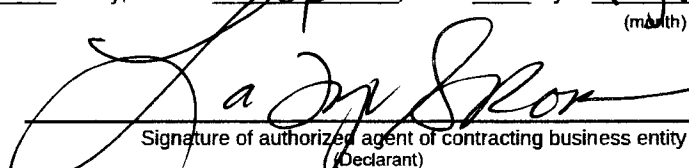


6 UNSWORN DECLARATION

My name is LaToya Scott Robinson, and my date of birth is 12/21/1981.
My address is 2003 Northridge Lane Austin TX 78723 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 13 day of August, 2024.
(month) (year)


Signature of authorized agent of contracting business entity (Declarant)