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County of El Paso Agenda Item Details

Item Title:	DA-Melissa Hightower/BPU First Amended Contract Services Agreement
Submitted By:	Bill D. Hicks, District Attorney
Department:	District Attorney's Office
Department Phone Number:	915-546-2059
Subject:	Approve and authorize the County Judge to sign the First Amended 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, Melissa Hightower. (Contract No. 2024-0700)
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: 2024-0700
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.

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.

Long Account Number: Amount:

Long Account Number: GRIBRI1000-0000-000000-000-00-6000-6040-0000-601404 Amount: \$70,000.00

Budget or Unbudgeted Match:

Recommendation:

Approve and authorize the County Judge to sign the First Amended 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, Melissa Hightower (Contract No. 2024-0700).

Prior Action:

BPU Professional Services Exemption approved by Comm Court on 06/10/2024; BPU Provider Contract #2023-0611 approved on 09/11/2023, Item 4J; 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:**



COMMISSIONERS COURT CONTRACT FORM

CONTRACT SUMMARY

Approve and authorize the County Judge to sign the First Amended 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, Melissa Hightower (Contract No. 2024-0700).

ADDITIONAL BACKGROUND: 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.

FISCAL IMPACT: 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.

PRIOR COURT ACTION: BPU Professional Services Exemption approved by Comm Court on 06/10/2024; BPU Provider Contract #2023-0611 approved on 09/11/2023, Item 4J; BPU award accepted on 10/02/2023, Item #4V; BPU Grant Application #2023-0148 for FY23/25 approved on 03/06/2023, Item 4T.

RECOMMENDATION: Approve and authorize the County Judge to sign the First Amended 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, Melissa Hightower (Contract No. 2024-0700).

BASIC CONTRACT DETAILS

CONTRACT NO.: 2024-0700

CONTRACT TITLE: Hightower / Border Prosecution Unit / Contract Services Agreement / [BPU] Grant No. 2283712 / Yr 23-25 / Amendment 1

SECOND PARTY: Melissa Hightower

CONTRACT TYPE: Grant Modification

TERM AND BUDGET DETAILS

TERM:

EXTENSION OPTIONS:

EFFECTIVE DATE:

MOD EFFECTIVE DATE (If Applicable): 09/01/2024

EXPIRATION DATE:

MOD EXPIRATION DATE (If Applicable): 08/31/2025

EXTENSION DEADLINE DATE (If Applicable):

AMOUNT:

MOD AMOUNT (If Applicable): 70000.00

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: Anthony Martinez

LEGAL REVIEW: Approved as to Form as Submitted

LEGAL REVIEW NOTES (If Applicable): Please remove highlighting from document before finalization for Commissioners Court agenda.

DATE: 8/22/2024

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 specification, if any, and acknowledges that he/she is responsible for administering all terms and conditions.

DIRECTOR/DEPARTMENT HEAD/DESIGNEE: Bill D. Hicks

DEPARTMENT CONTACT: Silvia Serna

DEPARTMENT: District Attorney

DATE: 08/22/2024

FIRST AMENDED CONTRACT SERVICES AGREEMENT

This SERVICES AGREEMENT (the "Agreement") is made and entered into this 1st day of September, 2024, by and between Melissa Hightower, 1753 Franklin Rd, Sherman, TX 75090 (the "Service Provider") 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 legal research, writing and professional development training services; and

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. The Service Provider will engage in the planning, creation, presentation, and delivery of specific continuing legal education professional development programs and technical assistance services to enhance the professional skills and competencies of BPU personnel and other law enforcement personnel to include course materials that may include any or all of the following to wit:
 - A. Training related to the Texas Penal Code and Texas Code of Criminal Procedure
 - B. Rules and procedures governed by the 4th, 5th, and 6th amendments to the Constitution of the United States of America
 - C. Rules of discovery in criminal cases applying to prosecutors and law enforcement officials
 - D. Human Trafficking and Smuggling offenses
 - E. Investigative tactics and procedures in the preparation and trial of complex criminal enterprise and organized crime cases

- F. Preparation of criminal incident report writing
 - G. Preparation for courtroom testimony and evidence presentation, digital evidence discovery, retention, and presentation
 - H. Various skillsets and techniques for different types of interviews of victims or witnesses
 - I. Juvenile Laws pertaining to juvenile defendants and juvenile witnesses
 - J. Recent legislative changes
 - K. Identification and analysis of changes to criminal law and procedure and other related statutory and constitutional provisions as enacted by the Texas Legislature from time to time
 - L. Training related to criminal law topics which may arise due to declarations of emergency or legislative mandates for law enforcement officers
 - M. Interpersonal Communication, relationship, and verbal de-escalation skills
 - N. And such other training programs and activities as may be necessary to fully meet the professional development needs of the BPU and its constituencies.
2. The Service Provider will engage in the identification, analysis, planning and creation of specific professional development programs and technical assistance services to enhance the skills and competencies of BPU and other law enforcement personnel, to wit:
- A. Identification, analysis, planning and creation of a specific presentation relating to the changes and additions to criminal law and procedure and other related statutory and constitutional provisions as enacted by the Texas Legislature from time to time.
 - B. Preparation of educational materials to be used by the Texas Department of Public Safety, the Border Prosecution Unit, and other legal and law enforcement related entities for trainings under the general title of "Legislative Update".
 - C. Preparation and review of educational materials and documents used for training to ensure all materials and documents are TCOLE compliant.
 - D. Participation as teaching faculty in training classes relating to recent Legislative enactments and Legislative updates.
3. The Service Provider will engage in the creation, planning, presentation, delivery and/or evaluation of participants in a specific professional development program to wit:
- A. 40-hour specialized training class to provide the prerequisites and educational requirements for BPU attorneys and certified peace officers to qualify for an Instructor's Certificate for the Texas Commission on Law Enforcement (TCOLE).

- B. Participate as the “second” certified TCOLE instructor in the evaluation and ranking of each attendee’s presentations and delivery to obtain their TCOLE Basic Instructor’s certification.
- 4. Continuing compliance with TCOLE and any changes they implement require greater oversight of training documents, training presentation and inclusion of IRG requirements. To continue and ensure TCOLE compliance the Service Provider will:
 - A. Attend BPU trainings to ensure compliance with TCOLE resources and assist and evaluate instructors as needed.
 - B. Attend TCOLE meetings, including TCLEDS. Reporting, TCLEDS training and TCOLE Board meetings as required.
 - C. Research potential law enforcement trainers for mandated and/or requested courses for law enforcement officers.
 - D. Attend training committee meetings as deemed necessary and requested by the BPU Director of Training.
 - E. Verify compliance and ensure all attendee information needed for reporting TCOLE hours is entered into the TCLEDS system and report TCOLE hours if BPU is an approved provider.
 - F. Assist with planning, scheduling, and execution of BPU requested trainings.
 - G. Assist the BPU Director of Training as requested with administrative and or meeting tasks such as procuring required documents from trainers and reviewing documents for accuracy.

Payment for Services. The fee for such Services shall be as applicable and reasonable for the particular programs and services afforded by the Service Provider; specifically:

(a) in the amount of \$700 per day for presentation and \$500 per day for preparation for any such other training services provided as described in item 1(A-N) and item 2 (D) of the “Services” section herein;

(b) in the amount of \$70 per hour for services as described in items 2(A), 2(B) and 2(C) of the “Services” section herein;

(c) in the amount of \$300 per student attendee at each class for the 40-hour TCOLE Instructor’s Certification course as described in item 3(A) of the “Services” section herein; and

(d) in the amount of \$300 per day for participation as the “second” certified TCOLE instructor as described in item 3(B) of the “Services” detailed in this contract.

(e) In the amount of \$40 per hour for services as described in items 4(A-G)

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(a) and 1(b) of the "Services" section herein, partial hours shall be billed in quarterly hour increments.

Expenses. The SERVICE PROVIDER shall be entitled to reimbursement for her 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, provider 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.

Invoices. All invoices submitted by the Service Provider for services and expenses shall be submitted in a form provided by the General Counsel of the Border Prosecution Unit or his designee. The form used shall be in three sections: professional services, travel, and reimbursable expenses. The invoices shall be submitted as soon as practicable but no later than 30 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 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.

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

SERVICE PROVIDER

MELISSA HIGHTOWER

DATE: _____

THE COUNTY OF EL PASO

COUNTY JUDGE RICARDO A. SAMANIEGO

DATE: _____

APPROVED AS TO CONTENT:

BILL D. HICKS
34TH JUDICIAL DISTRICT ATTORNEY

DATE: _____