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County of El Paso Agenda Item Details

Item Title:	DA-Texas Association of Counties Affiliate Association (TAC) 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 Texas Association of Counties Affiliate Association (TAC) Contract Service Agreements between the County of El Paso and the following service provider participating in the Border Prosecution Unit (BPU) Supplemental Grant #5222801, from September 1, 2023, through August 31, 2025, in the amount of \$100,000. Funding is available in GR1BPUSU24CONTRSV-GEN. (Contract No. 2024-0723)
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>

Fiscal Impact:

Fiscal Impact Historical

This is a new grant funding under this grant number of 5222801.

Fiscal Impact Projected

\$100,000 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.

Long Account Number: Amount:

Long Account Number: COSG-7367-0002025-431-20-21002-0001-00000-600000- project string GR1BPUSU24-600000-601400-601404 Amount: \$100,000.00

Budget or Unbudgeted Match:

Recommendation:

Approve and authorize the County Judge to sign the Texas Association of Counties Affiliate Association (TAC) Contract Service Agreements between the County of El Paso and the following service provider participating in the Border Prosecution Unit (BPU) Supplemental Grant #5222801, from September 1, 2023, through August 31, 2025, in the amount of \$100,000. Funding is available in GR1BPUSU24CONTRSV-GEN. (Contract No. 2024-0723)

Prior Action:

BPU Supplemental Grant Application accepted on April 22, 2024, Item #4AA, contract #2024-0331
BPU Supplemental Grant Award accepted on August 12, 2024, Item #4V, contract #2024-0621

Strategic Plan:

Goal:

null

Objective:

Strategic Plan Information:

**Estimated Time Needed
For This Item:**



Texas Association of Counties Affiliate Association CONFERENCE MANAGEMENT AND SERVICES AGREEMENT

This agreement for services is made between **County of El Paso, as the grantee of the Office of the Governor, Homeland Security Grants Division, Grant No. 5222801, and acting as fiscal agent for the Border Prosecution Unit** (Client) and the Texas Association of Counties (TAC). The purpose of this agreement is to document the conference management services that TAC will provide to the Client during its 2025 fiscal year.

TAC Contacts

- Haley Click, Director of Education & Member Services
- Michele Mund, EMS Operations and Finance Specialist
- Deanna Auert, Deputy Director of Education, Event and Affiliate Services,
Marisol Ybarra, Project Manager

A Project Manager has been assigned to work with the Client throughout the events with which TAC will assist, including planning, production and post-conference wrap-up to ensure success of your event.

Client Contacts

Hon. Ricardo Samaniego	Hon. Bill Hicks	Tom Krampitz and Kathy Braddock
County Judge, El Paso County	Attorney, 34 th Judicial District	BPU

FY25 CONFERENCES

Conference Name: 4 Events for the Border Prosecution Unit

Conference Dates and Location: February, March, April and June 2025, Locations TBD

Please designate the services offered below that the Client would like TAC to provide on your behalf.

CONFERENCE MANAGEMENT SERVICES OFFERED



Conference Venue Selection

- Develop request for proposals (RFP) based on history and with assistance from Client officers or assigned designee/committee.
- Coordinate RFP's with venues.
- Review and negotiate contracts, for business purposes only, with venues.

- Assist Client designee in finalizing contracts.
- Retain and Maintain copies of contracts pursuant to TAC's records retention policy, currently 7 years for client contracts. All such records will remain the Client's property and all requests for such information will be directed to the Client.

☒ **Registration Services**

- Provide registration through TAC website
- Provide Client with registration reports
- Maintain registration records for future needs, based on the Client's records retention policy or applicable law

☒ **Conference Management Services**

- Manage overall operation of conference and logistics
- Assist in defining roles and responsibilities for conference and scheduled activities
- Act as the primary point of contact between the Client and venue
- Adhere to the budget/grant guidelines and monitor conference budget throughout entire conference process
- Assist Client in developing conference format and agenda
- Serve as conference point of contact for attendees, speakers
- Contact speakers and schedule presentations after Client has developed curriculum
- Coordinate continuing education requests, approvals, filing of hours
- Coordinate and provide conference material printing, including programs, signs, and handouts
- Monitor payments and seeks approval from Client or designee for all final payments
- Provide conference close-out of budgets, evaluations, and future conference needs

☒ **Audio Visual Services**

- Provide audio visual equipment, including projectors, computers and microphones as needed, pending availability and quantity of TAC equipment.
- Arrange for audio visual equipment rental, if necessary. TAC does not own screens.
- Provide staff to set up and monitor audio visual equipment in conference room

ADDITIONAL SERVICES OFFERED

☒ **Continuing Education Tracking Services**

- Process continuing education forms and enter information into SBOT Portal
- Generate and mail defined reports and transcripts at the direction of the Client.
- The Client acknowledges that all information and data created or stored pursuant to this agreement are property of the Client and requests for such information will be directed to the Client. The Client, through its officers or legal counsel, shall be responsible for responding to the requestor and asserting any exceptions or objections to requests for information. TAC will make

a good faith effort to provide back end technical support for data access and retrieval whenever practicable on a case-by-case basis.

- The Parties agree that other than an authorized requests for an official's own records made by the official or their staff, all requests for information or documents created in conjunction with this agreement shall be directed to the Client's designee. The Client, through its designee or legal counsel, shall be responsible for responding to the requestor and asserting any exceptions or objections to each request not made by officials for their own records.

Costs Associated with Conference Management Services

The Client will be charged for the following expenses in the amounts described:

- **Printing for conference materials and other documents** - TAC's actual 'out of pocket' expense is invoiced to the Client at cost. For example, printing and postage will be invoiced at the actual expense, including the cost of supplies and postage/mailing fees. Printing costs provided by TAC are typically 20-30% less than a commercial print shop.
- **Audio visual** - TAC owned audio-visual equipment is available for use by the Client at a TAC managed conference, if the equipment is sufficient for conference requirements. If TAC needs to rent equipment for use at a conference, actual 'out of pocket' expenses will be invoiced to the Client. TAC does not own screens.

Conference Management Services not provided by TAC

- Contacting or coordinating sponsors or sponsorships.
- Curriculum development.
- Contacting, coordinating or managing exhibitors or exhibit show.
- Reviewing contracts for legal purposes, including confirming that conference presenters have secured necessary intellectual property rights, licenses, or permissions.
- Legal services, including but not limited to providing legal advice or opinions regarding the production of Client data or Client information created by or in relation to this agreement.

Payment for Services

TAC will provide to Client final attendance number for each event to the representatives and grant auditor for payment. The cost agreed to is \$100 per attendee.

TAC will pay for conference costs on behalf of BPU and provide detailed accounting and receipts back to the representatives/grant auditor.

Detailed invoices will be provided for payment within 60 days after the conference

Terms

The Client shall confirm that all materials prepared in connection with the conference, whether prepared by the Client itself or by any conference participant, do not infringe or misappropriate any copyright or other the intellectual property right of any third party, and the Client agrees to indemnify and defend TAC against claims by such third parties. The Client hereby grants TAC a non-exclusive license to copy, publish and make derivative works of such materials, including publication of such materials on TAC's website, and hereby represents to TAC that it has the right to grant such license. This agreement is effective for a 12-month period beginning on the September 1, 2024. This agreement may be terminated by either party with 90 days written notice.

Susan Redford
TAC Executive Director

Date

Hon Bill D. Hicks,
34th Judicial District Attorney

Date

Hon. Ricardo A.
Samaniego, County
Judge, El Paso County

Date



Karen L. Davidson
County Purchasing Agent
K.Davidson@epcountytexas.gov


September 12, 2024

Purchasing

Memorandum

TO: Bill D. Hicks, District Attorney-34th Judicial District
Tom Krampitz, General Counsel, Border Prosecution Unit

CC: County Administrator Betsy Keller
County Auditor Barbara Parker
County Attorney Steven Arellano

FROM: County Purchasing Agent Karen L. Davidson 

RE: Solution to Proposed Contract with Texas Association of Counties

I have reviewed your request to procure a new provider for the Border Prosecution Unit Grant prime contract with the Texas Association of Counties TAC for the services listed on your memo. Thank you for seeking guidance prior to the purchase of services.

Guidance:

The TAC is a statutorily created association that is comprised of (and funded by) active county officials from all over Texas. The Interlocal Cooperation Act allows El Paso County to contract with other political subdivisions, municipalities, and special districts, as well as combinations of two or more of those qualifying entities. I am referencing LGC 791.011 (g).

There is at least some case law to support the idea that association or organizations made up of municipalities or counties are permitted to enter into interlocal agreements with individual counties and state agencies. I don't see an issue with El Paso County entering into an interlocal agreement with the Texas Association of Counties.

I would recommend the next step for you to reach out to County Attorney's to establish the Interlocal Agreement and upload it to Cobblestone for processing and approvals. You may load this memo as backup for the agreement. This recommendation has been reviewed by my attorney Steven Arellano for the County Attorney's Office.

If you wish I am happy to make sure I am available for a Zoom meeting at your convenience.

Thank you for your partnership.

Silvia Serna

From: Karen Davidson
Sent: Sunday, September 15, 2024 3:25 PM
To: Silvia Serna
Cc: Anthony Martinez
Subject: RE: Response to Memorandum

Hello Silvia

No, there is not an item that Purchasing needs to put on CC for approval. You may move forward with the agreement with Anthony. Feel free to use my memo as back up.

Thank you

Please be aware that my email has changed to K.Davidson@epcountytexas.gov



Karen L. Davidson, MPA, CTCM
Purchasing Agent
Purchasing Department
800 E. Overland, Suite 300 | El Paso, TX 79901
915-273-3349
epcountytexas.gov/purchasing

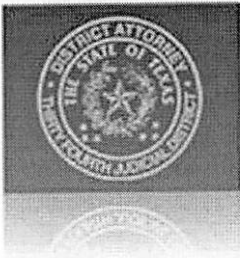
*Excellence * Professionalism * Integrity * Creativity*



From: Silvia Serna <S.Serna@epcountytexas.gov>
Sent: Friday, September 13, 2024 8:06 AM
To: Karen Davidson <k.davidson@epcountytexas.gov>
Cc: Silvia Serna <S.Serna@epcountytexas.gov>; Anthony Martinez <Em.Martinez@epcountytexas.gov>
Subject: FW: Response to Memorandum

Good Morning Ms Karen,

Will you let me know when you will post this item for Comm Court approval so that I may post the TAC contract simultaneously? CA Anthony Martinez has reviewed and approved the TAC contract 2024-0723 and is ready for Comm Court. Thank you!



Silvia Serna, MA
Grant Analyst
District Attorney's Office
34th Judicial District
El Paso, Hudspeth, and Culberson Counties
500 E. San Antonio Ave., 2nd Floor
El Paso, Texas 79901
Office: (915)-546-2059, x4077
Fax: (915) 533-5520
s.serna@epcountytexas.gov

From: Bill D. Hicks <B.Hicks@epcounty.com>
Sent: Friday, September 13, 2024 12:19 AM
To: Tom Krampitz <tom@tlklaw.com>; Silvia Serna <S.Serna@epcounty.com>; Kathy Braddock <kbraddock17@gmail.com>
Subject: Fwd: Response to Memorandum

And on to the next step in the dance ...

-Bill
Bill D. Hicks
District Attorney
34th Judicial District Attorney
500 E San Antonio, 2nd Floor
El Paso, Texas 79901
(915) 546-2059
B.Hicks@epcounty.com

From: Layla Talavera <l.talavera@epcountytexas.gov>
Sent: Thursday, September 12, 2024 2:43:59 PM
To: Bill D. Hicks <B.Hicks@epcounty.com>
Cc: Betsy C. Keller <B.Keller@epcountytexas.gov>; Barbara A. Parker <b.parker@epcountytexas.gov>; Steven E. Arellano <S.Arellano@epcountytexas.gov>
Subject: Response to Memorandum

Good afternoon, District Attorney Hicks,

Please find attached the response from Ms. Davidson regarding your recent memorandum. We appreciate your patience, if you have any other questions feel free to contact me.

Respectfully,

Layla Talavera
Administrative Specialist
Purchasing Department
800 E. Overland STE 300 | El Paso, TX 79901
☎ (915) 273-3349 EXT 1279
💻 epcounty.com/purchasing



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