

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: MUNICIPAL CLERK

AGENDA DATE: September 24, 2013

CONTACT PERSON NAME AND PHONE NUMBER:
RICHARDA MOMSEN, CITY CLERK (541-4531)

DISTRICT(S) AFFECTED: All Districts

SUBJECT:

Approve a resolution authorizing the City Manager to sign an interlocal agreement between El Paso County on behalf of the El Paso County Juvenile Probation Department, a State of Texas agency, and The City of El Paso on behalf of the El Paso Municipal Courts, under the authority and in accordance with the Inter-local Cooperation Act, as set out in Chapter 791, Texas Government Code. This Agreement is made under the Texas Juvenile Justice Department State Financial Assistance Contract, Grant S, for the 2014-2015 biennium. As a result of the funding received by the JPD, under the Grant, the Municipal Courts will strengthen its intervention and diversion program for high-risk, repeat offender juveniles to lessen the impact on the juvenile courts. JPD will pay to the City, funds awarded for the services described in Section F of the Agreement.

BACKGROUND / DISCUSSION:

This interlocal agreement is a continuation of the grant that was awarded in FY 2013. Funding for the FY2014 program will be \$45,000 for the reimbursement of a Juvenile Case Manager's salary and fringe. There is no cost to the City.

PRIOR COUNCIL ACTION:

YES. FY 2013 Interlocal agreement was approved on November 27, 2012.

AMOUNT AND SOURCE OF FUNDING:

\$ 45,000 from the Juvenile Probation Department, a State of Texas agency

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

RESOLUTION

WHEREAS, the El Paso City Council finds it in the best interest of the citizens of the County of El Paso, Texas, that the El Paso Municipal Court create the El Paso Municipal Courts Diversion Program for the Fiscal Year 2014; and

WHEREAS, the El Paso City Council agrees that in the event of loss or misuse of the Criminal Justice Division funds, the El Paso City Council assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, the El Paso City Council designates City Manager Joyce Wilson, or his/her designee, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Manager, or his/her designee, be authorized to sign the interlocal agreement between El Paso County and the City of El Paso, for a grant in the amount of \$45,000.00 1) to address the criminal behavior of juvenile offenders at their first entry into the criminal justice system, 2) assisting in promoting intervention and compliance from juvenile offenders with El Paso Municipal Court judicial orders, and 3) allow the El Paso Municipal Court to retain jurisdiction of repeat class C juvenile offenders
2. No cash match required.

ADOPTED this 24 day of September, 2013

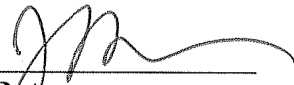
CITY OF EL PASO

Oscar Leeser, Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



John Batoon
Assistant City Attorney

**INTERLOCAL AGREEMENT BETWEEN
EL PASO COUNTY ON BEHALF OF THE
EL PASO COUNTY JUVENILE PROBATION DEPARTMENT
AND
THE CITY OF EL PASO
ON BEHALF OF THE EL PASO MUNICIPAL COURTS
TO THE
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT S
FOR THE 2014-2015 BIENNIUM**

THIS AGREEMENT is made by and between the COUNTY OF EL PASO, (hereinafter referred to as "County"), on behalf of the El Paso Juvenile Probation Department, (hereinafter referred to as "JPD") and the City of El Paso, ("hereinafter "City") on behalf of the El Paso Municipal Courts (hereinafter referred to as "Municipal Courts"), under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code. This Agreement is made from the Texas Juvenile Justice Department State Financial Assistance Contract, Grant S, for the 2014-2015 biennium, (hereinafter "Grant"), attached here as **Attachment A**. In consideration of the terms, provisions, and mutual promises herein contained which fairly compensate the performing Party, the Parties agree as follows:

RECITALS

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, the County and the City are local governments as defined in Texas Government Code, Section 791.003 and have the authority to enter into this Agreement, and have each entered into this Agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, the County and the City recognize that a consolidated effort in the coordination of services to meet the needs of juveniles will result in a cost savings and is in the best interest of the citizens of the County of El Paso; and

WHEREAS, JPD, has received total grant funding under Grant S for the 2014-2015 Biennium in the amount of \$144,242.00 (subject to deposit and appropriation from the TJJD), from the Texas Juvenile Justice Department to address the needs of at-risk youth via the Prevention and Intervention Demonstration Project which aims to prevent or intervene on at-risk behaviors that lead to delinquency, truancy, dropping out of school, or referral to the juvenile justice system of youth who are ages six (6) through seventeen (17) and their families; and

WHEREAS, the Municipal Courts have an intervention and diversion program that provides sentencing alternatives in the form of education based programming; and

WHEREAS, as a result of funding received by JPD under the Grant the Municipal Courts will strengthen its intervention and diversion program, a program that serves as an alternative to formal court proceedings, by monitoring juvenile cases more closely with the hiring of a Juvenile Case Manager and retaining jurisdiction over youth who have one or more prior Class C convictions; and

WHEREAS, the goal of JPD's and Municipal Courts Intervention and Prevention Program is to accurately identify youth at risk of juvenile justice involvement and increase protective factors to reduce the likelihood of delinquent acts leading to formal involvement with the juvenile justice system; and

WHEREAS, as a result of accurately identifying youth at risk of juvenile justice involvement, Municipal Court will assist in the documentation and reporting of the following in eligible youth: 15% increase in participant school attendance among those with truancy issues, 15% decrease in participant formal school referrals for class disruption/violation of school rules, 15% increase in participant completion rate with court ordered conditions as outlined through the Municipal Court, and a 15% decrease in number of participant referrals received from municipal/justice of the peace courts for contempt to JPD; and

WHEREAS, payments under the Grant and monitored by JPD will only be made as allowable under the terms of the Grant agreement; and

WHEREAS, the City agrees to accept the responsibility to adhere to all pertinent federal, state and local laws or regulations.

WHEREAS, the County and the City specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party; and

NOW THEREFORE, in consideration of the terms and conditions herein which fairly compensate the performing party, it is mutually agreed as follows:

A. PURPOSE OF AGREEMENT.

1. The purpose of this Agreement is to allow JPD and the Municipal Courts to fully implement the Prevention and Intervention Demonstration Project from the Texas Juvenile Justice Department by establishing specific terms and conditions whereby the Municipal Courts shall strengthen its intervention and diversion program via the hiring a Juvenile Case Manager, thereby retaining jurisdiction of repeat offenders with one or more prior Class C convictions and providing effective alternatives, treatment and close monitoring of juvenile cases to reduce recidivism and lessen the impact on the juvenile courts.

B. DUTIES OF JPD

1. JPD shall implement the Grant as required by the Texas Juvenile Justice Department Grant Guidelines (**See Attachment A**).
2. JPD shall be responsible for the dissemination of available Grant funds to the City for the activities described in Section C of this Agreement.

3. JPD shall pay to the City funds awarded for the services described in Section C of this Agreement in an amount not to exceed \$45,000 for Fiscal Year 2014 (September 1, 2013 – August 31, 2014) and \$45,000.00 for Fiscal Year 2015 (September 1, 2014 – August 31, 2015), subject to appropriation and deposit of State funds for the continuation of the Grant. This amount is for salary/fringe; and supplies associated with a juvenile case manager position in the Municipal Courts with the City of El Paso. All reimbursement requests submitted by the City must be supported by valid invoices or other supporting documentation of financial liability in the City's files or other documentation acceptable to JPD.
4. JPD shall designate, Angelique Gaxiola, or her successor as the point of contact between JPD and the City for information related to this Agreement.

C. DUTIES OF MUNICIPAL COURTS

1. The Municipal Court will be responsible for hiring a Juvenile Case Manager who will target intervention services at youth most at risk for dropping out with the focus on youth ages 11-17. Eligible youth indentified for services under the terms of this Agreement and Grant must possess at least one of the following risk factors: 1) low income family, 2) welfare dependence, 3) history of family dysfunction, 4) incarcerated parent/guardian, 5) single parent household 6) history of trauma, abuse and/or neglect, 7) history of substance use/abuse, 8) teen parent, 9) poor academic performance, 10) poor school attendance and/or at risk of dropping out, 11) school referral history for violence, gang activity, and/or class disruption, 12) two or more referrals to a local magistrate and/or justice of the peace for truancy and/or class attendance, and 13) parent/family/caregiver history of mental health issues.
2. The Municipal Court, will ensure that the Juvenile Case Manager promote compliance with El Paso Municipal Court judicial orders and collect and compile outcome data and performance measures pursuant to this Agreement and the terms of the Grant.
3. The Municipal Court will track data and report on the following outcomes: Percentage in participants completion rate with court ordered conditions as outlined through Municipal Court, and percentage in number of participants referrals from Municipal Courts for contempt to JPD (**Attachment B**)
4. The Municipal Court shall ensure that the Juvenile Case Manager will serve at least 90 youth ages 11-17 with intervention services designed to strengthen family resiliency and increase protective factors through community presentations and linkages that will provide counseling assessments, services, life skills, case management and/or community presentations on bullying, strengthening families and decision making.
5. The Municipal Court shall ensure the Juvenile Case Manager receives training on bullying prevention so that the Juvenile Case Manager may in turn ensure that an anti-bullying presentation is provided to at least 90 youth participants (ages 11-17) under this Agreement.

6. The Municipal Court shall ensure the Juvenile Case Manager receives Strengthening Families Training so that the Juvenile Case Manager may in turn ensure that Strengthening Families is provided to at least 30 youth participants (ages 11-17), to include their parents/guardians, for a total number of 60 participants under this Agreement.
7. The City, on behalf of the Municipal Court, shall require that the Juvenile Case Manager maintain a time and activity report. Time shall be recorded to the nearest quarter hour. The City, on behalf of the Municipal Court, shall indicate a clear calculation in how the Juvenile Case Manager's time was computed and shall provide the County a copy of all such reports in its supporting documentation to the County in its invoices pursuant to Section F of this Agreement.
8. The City, on behalf of the Municipal Court, agrees that it will comply with all provisions of the Grant and provide to JPD any information that JPD will need to submit reports as required under the Grant.
9. Iris Escalona, City of El Paso, Municipal Courts, or her successor shall oversee the above duties.
10. Pursuant to TJJD reporting requirements. The City shall provide each parent/legal guardian of a participating youth receiving juvenile case manager services under this Agreement a consent form authorizing release of personally identifiable information from education records for youth in Texas Juvenile Justice Department funded prevention programs. Once El Paso Municipal Courts obtains such consent forms. These forms must be submitted to Angelique Gaxiola or her successor no later than September 1, 2013, December 15, 2013, March 15, 2014, June 15, 2014 and September 15, 2014 for submission to the Texas Juvenile Justice Department (**Attachment D**).

D. MONITORING

1. Outcome reports, as referenced in Section C. part 3 of this Agreement, must be completed and returned to JPD's Contract Coordinator, Angelique Gaxiola (angaxiola@epcounty.com) or her successor, on a quarterly basis (November 2013, February 2014, May 2014 and August 2014).
2. Monthly reports for youth participating in the program must be provided via e-mail to JPD's Contract Coordinator, Angelique Gaxiola (angaxiola@epcounty.com) or her successor no later than 10 working days from the last day of the month. (**Attachment C**).

E. TERM AND TERMINATION; NOTICE.

1. This Agreement shall be effective as of September 1, 2013, regardless of the date of execution by all parties and shall remain in effect until August 31, 2014 or unless otherwise agreed to by the parties.

2. Either party may terminate this Agreement upon ten (10) days written notice with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. The City, on behalf of the Municipal Courts, may invoice JPD for all services completed and shall be compensated in accordance with the terms of this Agreement for services performed prior to the date specified in such notice. Notice must be sent via certified return receipt requested to the following parties:

To the County: Veronica Escobar, County Judge
El Paso County Courthouse
500 E. San Antonio, Room 301
El Paso, Texas 79901

With a copy to JPD: Roger Martinez, Chief
Juvenile Probation Officer
6400 Delta Drive
El Paso, Texas 79905

City of El Paso: Joyce Wilson
City Manager
City of El Paso
300 N. Campbell
El Paso, Texas 79901

With a copy to the Municipal Courts: Richarda Duffy Momsen
Municipal Clerk
City of El Paso
300 N. Campbell
El Paso, Texas 79901

3. As determined in the reasonable judgment of JPD, failure of the City to comply with any provisions of this Agreement or a failure to achieve set goals/and/or outcomes or failure of the City to properly administer subcontracts and take appropriate corrective action in the event of violations of subcontracts may be considered a material breach of this Agreement and may result in withholding, suspension or reduction in payments or in immediate termination of this Agreement as well as refund of payments. The City may be ineligible to enter into future agreements with JPD.

F. COMPENSATION AND PAYMENT PROCESS

1. As consideration for the performance by City of its duties under this Agreement, JPD agrees to pay the City from current revenues available under the Grant in an amount not to exceed \$45,000.00 for Fiscal Year 2014(subject to availability of State Funds). This amount is for salary/fringe; and supplies associated with a juvenile case manager position in the Municipal Courts with the City of El Paso. This Agreement does not obligate the

County to pay any money to the City other than for the services described in this Agreement.

2. The City shall submit to JPD invoices bearing the City's letterhead. Invoices and supporting documentation must be submitted no later than ten (10) working days from the last day of the month for which payment is requested to the El Paso County Juvenile Probation Accounting Department. Invoices not timely submitted shall not be paid. Letterhead shall contain an accurate mailing address and telephone number where a City and/or Municipal Court representative can be reached during normal business hours. The City's invoice must indicate an invoice number and contract number 2013-3840.
3. The City shall send invoices to JPD. JPD will verify the services performed by the City. If approved, JPD will then process the invoice for payment through the El Paso County Auditor's Office. The El Paso County Auditor's Office will verify all supporting documentation and generate a check to the City. Payment for services with State funds will be identified on the check with a note "TJJD STATE FUNDS". The City shall maintain separate accounting records for the receipt and expenditure of any and all State funds received. The County shall make payments thirty (30) days after receipt to County, unless the County contests the invoice or unless the City has expended the total amount of the allocated consideration pursuant to this Agreement. In the event that the County receives an invoice which when added to previous payments made pursuant to this Agreement results in a cumulative total that exceeds the County's total allotted consideration pursuant to this Agreement, then the County shall not be obligated to pay the invoice in full, but shall only pay that portion of the invoice that when added to the City's previous payments, equals the County's total obligation pursuant to this Agreement. All invoices and records of services rendered pursuant to this Agreement shall be made available for inspection upon request by the County.
4. **This Agreement is conditional upon, subject to and contingent upon receipt of adequate State funding to meet the liabilities of this Agreement. The City shall have no cause of action against the County, El Paso County Juvenile Board or JPD in the event JPD is unable to perform its obligations pursuant to this Agreement as a result of suspension, termination, withdrawal or failure of Grant funding to JPD.**

G. GENERAL TERMS AND CONDITIONS

1. Confidentiality of Records. Records and information relating to juveniles may be shared between the entities only in compliance with federal, state and local requirements. The parties expressly acknowledge and agree that each entity retains ownership of its records and information and that records and information shared between and among the entities in connection with this Agreement, shall remain confidential and shall not be made public or otherwise disseminated without the consent of the entity that owns the documents or information. The Parties acknowledge that the services provided under this Agreement are subject to federal and state laws, rules and regulations relating to, among other subjects, the confidentiality or security of patient information, including but not limited to, the Health Insurance Portability and Accountability Act of 1996, and regulations there under as may be amended from time

to time ("HIPAA") and rules and regulations adopted by the Texas Department of State Health Services, which are related to substance abuse services and published in Title 25 of the Texas Administrative Code.

2. Allowability of Costs. Except as specifically modified by law, the County and the City shall comply with all laws, regulations, government policies, and contractual obligations in expending funds under this Agreement or the Grant.
3. Audits. The City shall maintain and make available for inspection, audit or reproduction, upon reasonable notice, by an authorized representative of the Federal Government, the State of Texas or El Paso County, books, documents and any other evidence pertaining to the cost and expenses for this Agreement, hereinafter called the "Records".
4. Record Retention. The City shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted, the records and comments must be kept for a minimum of five (5) years after the end of the contract period. If any litigation claim or audit involving these records commences before the three (3) year period expires, the City, on behalf of the Municipal Courts, must keep the records and documents for not less than three (3) years or until all litigation, claims or audit findings are resolved whichever is later.
5. No Waiver of Immunity. Each Party reserves, and does not waive, its respective rights of immunity and similar rights and does not waive its rights under the applicable statutes. The County, El Paso County Juvenile Board and JPD, as governmental entities under the laws of the State of Texas, retain their full sovereign and governmental immunity in executing this Agreement and performing any services hereunder. Nothing in this Agreement shall waive, limit or restrict the County's, El Paso County Juvenile Board or JPD's sovereign or governmental immunity to suit or damages.
6. Legal Relationship; Liability. Nothing contained herein shall be construed as creating the relationship of employer and employee, or principal or agent, among the Parties. Each Party to this Agreement will be responsible for its own actions in providing services under this Agreement. The City shall be liable to JPD for the full amount of any funds received pursuant to the terms of this Agreement which the City knowingly accepts or disburses in violation of the terms and conditions herein.
7. Amendments. This Agreement may be amended by mutual agreement of all Parties hereto in writing to be attached to and incorporated into this Agreement.
8. Legal Construction; Severability. In case anyone or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or un-enforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

9. Public Information Act. If any party receives a Public Information Act request related to this Grant award the Party must immediately notify the remaining parties and notify and provide a copy to the Texas Juvenile Justice Department upon request.
10. Venue. This Agreement is entered into in the City and County of El Paso, Texas, and shall be governed and construed under the laws of Texas. Venue shall be in El Paso County, Texas.
11. Waiver. Failure of either party on one or more occasions to exercise one or more of its rights hereunder shall not be construed as a waiver of such right or rights, and rights granted hereunder are in addition to those available under law and equity.
12. Severability. All agreements, covenants, or provisions contained herein are severable, and in the event any of them shall be held invalid, this Agreement shall be interpreted as though such invalid agreement, covenant or provisions was not contained herein.
13. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

IN WITNESS WHEREOF, the parties execute this Agreement.

THE COUNTY OF EL PASO

Attest:

Hon. Veronica Escobar
County Judge

County Clerk

Date: _____

Approved as to Form for County

Asst. County Attorney

CITY OF EL PASO

By _____
Joyce Wilson
City Manager

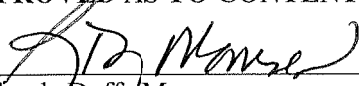
Date: _____

APPROVED AS TO CONTENT:

By _____
Roger Martinez
JPD Chief Juvenile Probation Officer

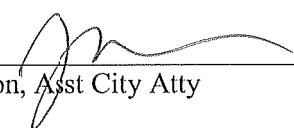
Date: _____

APPROVED AS TO CONTENT:

By  _____
Richarda Duffy Momsen
Municipal Clerk

Date: 9/12/13

Approved as to Form:

 _____
John Batoon, Asst City Atty

Date: 9-11-13