

CITY CLERK DEPT.  
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CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: MUNICIPAL CLERK

AGENDA DATE: May 14, 2013

CONTACT PERSON NAME AND PHONE NUMBER: RICHARDA MOMSEN, CITY CLERK (546-4531)

DISTRICT(S) AFFECTED: All Districts

**SUBJECT:**

Approve a resolution authorizing El Paso City Mayor John Cook to sign a second amendment to an inter-local 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, 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 Amendment Number Two to an award from the Texas Juvenile Justice Department Grant S, for the 2012-2013 biennium, date March 15, 2012. As a result of the funding received by the JPD under the Grant the Municipal Courts will strengthen its intervention and diversion program and hire a Juvenile Case Manager and retain jurisdiction over youth who have two or more prior Class C convictions. JPD will pay to the City funds awarded for the services described in Section C of the Agreement.

**BACKGROUND / DISCUSSION:**

To amend interlocal agreement (2012-0176) Section A and Section B Paragraph 4 and 5, increases participants to 90 for anti-bullying and 60 participants for Strengthening Families. Section C paragraph 5 of the agreement is deleted, relating to a total of 45 youth participants. Instead of the identification of two risk factors, the amendment will allow identification of 1 risk factor to enter the case manager program.

**PRIOR COUNCIL ACTION:**

YES

**AMOUNT AND SOURCE OF FUNDING:**

The Juvenile Probation Department under Amendment Number Two from the Texas Juvenile Justice Department.

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**BOARD / COMMISSION ACTION:**

Enter appropriate comments or N/A

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\*\*\*\*\*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*

CITY CLERK DEPT.

2013 MAY 1 AM 10:56

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That Mayor John Cook be authorized to sign a second amendment to Interlocal Agreement 2012-0176 between the County of El Paso, on behalf of the El Paso Juvenile Probation Department, and the City of El Paso, on behalf of the El Paso Municipal Courts, under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code. As a result of the funding received by the Juvenile Probation Department under the Grant the Municipal courts will strengthen its intervention and diversion program and retain jurisdiction over youth who have two or more prior Class C convictions. The agreement is amended to read as follows: **Section B paragraph 4 The Juvenile Case Manager may in turn ensure than an anti-bullying prevention presentation is provided to at least 90 youth participants (ages 11- 17) under this agreement. Paragraph 5: 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. Section C: Eligible youth identified for services under the terms of this agreement and Grant must possess at least one of the risk factors. Paragraph 5 is deleted; (previous goal was 45 youth).**

ADOPTED this 14<sup>th</sup> day of May 2013

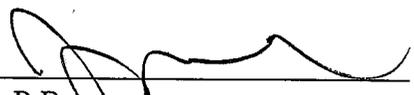
CITY OF EL PASO

\_\_\_\_\_  
John Cook  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

  
\_\_\_\_\_  
John R Baboon  
Assistant City Attorney

CITY CLERK DEPT.  
2013 MAY 1 AM 10:57

**AMENDMENT NO. 2 TO MASTER INTERLOCAL AGREEMENT FOR MENTORING SERVICES BETWEEN THE COUNTY OF EL PASO, ON BEHALF OF THE EL PASO COUNTY JUVENILE PROBATION DEPARTMENT AND THE CITY OF EL PASO UNDER AMENDMENT NUMBER ONE TO THE TEXAS JUVENILE JUSTICE DEPARTMENT GRANT S FOR THE 2012-2013 BIENNIUM**

On the 26th day of June, 2012, El Paso County, Texas (the "COUNTY"), on behalf of the El Paso County Juvenile Probation Department ("JPD"), and the City of El Paso, ("hereinafter "City") on behalf of the El Paso Municipal Courts (hereinafter referred to as "Municipal Court"), under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code entered into an interlocal agreement (2012-0176) attached hereto and made a part hereof for all purposes. On the 29<sup>th</sup> day of November, 2012, the Parties amended the interlocal agreement (2012-0334) attached hereto and made a part hereof for all purposes. The Parties now desire to amend the Agreement for good and valuable consideration specified herein. All sections of the Agreement not specifically amended herein shall remain in full force and effect.

WHEREAS, Section G, Paragraph 7 of the master agreement provides that the Agreement may be amended by mutual agreement of all Parties in writing; and

NOW THEREFORE it is mutually understood and agreed by and between the undersigned contracting parties to amend the previously executed Agreement.

**I. EFFECTIVE APRIL 15, 2013, THE FOLLOWING PROVISIONS SHALL BE AMENDED TO READ AS FOLLOWS:**

SECTION A. 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 of 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 surveillance of juvenile cases to reduce recidivism and lessen the impact on juvenile courts.

SECTION B.

4. The JPD shall ensure that the Juvenile Case Manager receive 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.

5. The JPD shall ensure that the Juvenile Case Manager receive 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.

SECTION C.

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,

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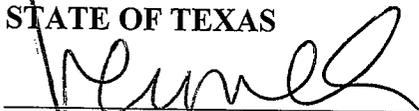
3) history of family dysfunction, 4) incarcerated parent/guardian, 5) single parent household 6) history of trauma, abuse and/or neglect, 7) history of substance use/abuse, 8) teen parent, 9) poor academic performance, 10) poor school attendance and/or at risk of dropping out, 11) school referral history for violence, gang activity, and/or class disruption, 12) one 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.

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 presentation and linkages that will provide counseling assessments, services, life skills case management and/or community presentation on bullying, strengthening families and decision making.

**II. EFFECTIVE APRIL 15, 2013, SECTION C PARAGRAPH 5 OF THE AGREEMENT IS DELETED.**

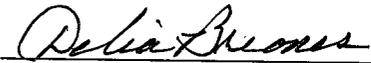
IN WITNESS WHEREOF, the parties execute this Second Amendment to the Agreement on the 15th day of April, 2013

COUNTY OF EL PASO  
STATE OF TEXAS

  
\_\_\_\_\_  
VERONICA ESCOBAR, COUNTY JUDGE

Date: 4/15/13

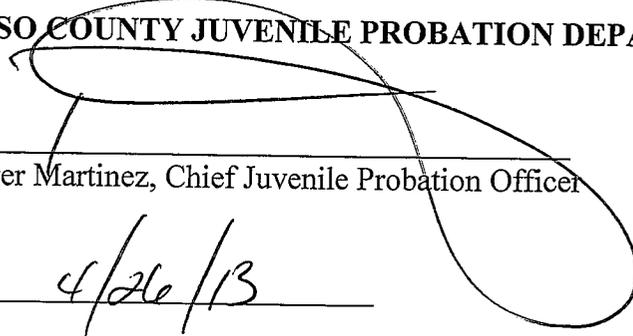
ATTEST:

  
\_\_\_\_\_  
DELIA BRIONES, EL PASO COUNTY CLERK

Date: 4/19/13

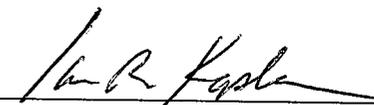
APPROVED AS TO CONTENT:

EL PASO COUNTY JUVENILE PROBATION DEPARTMENT

By:   
\_\_\_\_\_  
Roger Martinez, Chief Juvenile Probation Officer

Date: 4/26/13

APPROVED AS TO FORM:

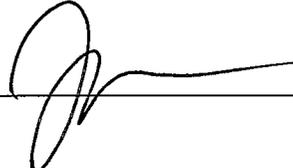
By:   
\_\_\_\_\_  
Assistant County Attorney

**CITY OF EL PASO**

By: \_\_\_\_\_  
John Cook  
Mayor

Date: \_\_\_\_\_

Approved as to Form for City

By: \_\_\_\_\_  


Date: 5/8/13

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
  
Richarda Duffy Momsen  
Municipal Clerk

Date: 5/8/2013

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2013 MAY 1 AM 10:57

CITY CLERK DEPT.

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RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That Mayor John Cook be authorized to sign an amendment to Inter-local Agreement 2012-0176 between the County of El Paso, on behalf of the El Paso Juvenile Probation Department, 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. As a result of the funding received by the Juvenile Probation Department under the Grant the Municipal courts will strengthen its intervention and diversion program and retain jurisdiction over youth who have two or more prior Class C convictions. The agreement is amended to read as follows: **Section C Paragraph 3**, The Municipal Court will track data and report on the outcomes and goals projected under the terms of the Grant. Outcomes shall include the percentage in participants' school attendance among those with truancy issues and percentage in participant's formal school referrals for class disruption/violation of school rules. **Section C paragraph 10**, Each parent / legal guardian of participating youth must sign a consent form authorizing release of personally identifiable information from education records for youth in Texas Juvenile Justice Department funded prevention programs.

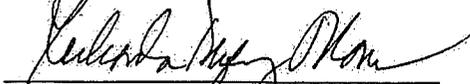
ADOPTED this 27<sup>th</sup> day of November 2012

CITY OF EL PASO



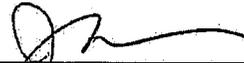
John Cook  
Mayor

ATTEST:



Richarda Duffy Monsen  
City Clerk

APPROVED AS TO FORM:



John R. Batoon  
Assistant City Attorney

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**AMENDMENT NO. 1 TO MASTER INTERLOCAL AGREEMENT FOR MENTORING SERVICES BETWEEN THE COUNTY OF EL PASO, ON BEHALF OF THE EL PASO COUNTY JUVENILE PROBATION DEPARTMENT AND THE CITY OF EL PASO UNDER AMENDMENT NUMBER ONE TO THE TEXAS JUVENILE JUSTICE DEPARTMENT GRANT S FOR THE 2012-2012 BIENNIUM**

On the 26th day of June, 2012, El Paso County, Texas (the "COUNTY"), on behalf of the El Paso County Juvenile Probation Department ("JPD"), and the City of El Paso, ("hereinafter "City") on behalf of the El Paso Municipal Courts (hereinafter referred to as "Municipal Court"), under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code entered into an interlocal agreement (2012-0176) attached hereto and made a part hereof for all purposes. The Parties now desire to amend the Agreement for good and valuable consideration specified herein. All sections of the Agreement not specifically amended herein shall remain in full force and effect.

WHEREAS, Section G, Paragraph 7 of the master agreement provides that the Agreement may be amended by mutual agreement of all Parties in writing; and

NOW THEREFORE it is mutually understood and agreed by and between the undersigned contracting parties to amend the previously executed Agreement.

**I. EFFECTIVE MARCH 15, 2012, SECTION C, PARAGRAPH 3 OF THE AGREEMENT IS AMENDED TO READ AS FOLLOWS:**

3. The Municipal Court will track data and report on the outcomes and goals projected under the terms of the Grant. Outcomes shall include the percentage in participants' school attendance among those with truancy issues and percentage in participants formal school referrals for class disruption/violation of school rules. (Attachment B).

**II. EFFECTIVE MARCH 15, 2012, SECTION C OF THE AGREEMENT IS AMENDED TO ADD PARAGRAPH 10 AND TO READ AS FOLLOWS:**

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, 2012, December 15, 2012, March 15, 2013, June 15, 2013 and September 15, 2013 for submission to the Texas Juvenile Justice Department (Attachment D).

IN WITNESS WHEREOF, the parties execute this Amendment to Agreement on the 6th day of August, 2012

COUNTY OF EL PASO  
STATE OF TEXAS

  
VERONICA ESCOBAR, COUNTY JUDGE

Date: 8/8/12

**ATTEST:**

Delia Briones  
DELIA BRIONES, EL PASO COUNTY CLERK

Date: 8/10/12

**APPROVED AS TO CONTENT:**

**EL PASO COUNTY JUVENILE PROBATION DEPARTMENT**

By: [Signature]  
Roger Martinez, Chief Juvenile Probation Officer

Date: 8/20/12

**APPROVED AS TO FORM:**

By: Christian Sanchez  
Assistant County Attorney

**CITY OF EL PASO**

By: [Signature]  
John Cook  
Mayor

Date: 11/27/2012

Approved as to Form for City

By: [Signature]  
Asst City Attorney

Date: 11/29/12

**APPROVED AS TO CONTENT:**

By: [Signature]  
Richarda Duffy Momsen  
Municipal Clerk

Date: 11/29/12

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## COMMISSIONERS COURT COMMUNICATION

AGENDA DATE : 8/6/2012

CONSENT OR REGULAR: Consent

CONTRACT REFERENCE NO.  
(IF APPLICABLE): 2012-0334

**SUBJECT:** Approve and authorize the County Judge to amend the Interlocal Agreement with the City of El Paso (20120334) to include new requirements recently developed, Parental Consent Form by The Texas Juvenile Justice Department (TJJD) and the Texas Education Agency (TEA). This consent form will allow TEA to share child's educational information directly with TJJD. This is important as this information will assist TJJD in determining what impact participating in prevention programs has on a child's school attendance and disciplinary referrals.

**BACKGROUND/DISCUSSION OF TOPIC:** To include statutory requirement, operational impact, or performance goal.

The El Paso County JPD was awarded grand funding under Amendment Number One for the 2012-2013 biennium in the amount of \$72, 122,000 from the Texas Juvenile Justice Department, Grant S, 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). Through a series of community based services the El Paso County JPD will initiate services that target at risk youth in conjunction with community stakeholders. The City of El Paso is one community stakeholder that has been incorporated into the identified services through Grant S. 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 14-17 who also possess at least two (2) of 13 identified risk factors. The Municipal Court, will ensure that the Juvenile Case Manager promotes 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. The Municipal Court will track data and report on the outcomes and goals projected under the terms of the Grant for 45 youth identified as being at risk, outcomes shall include school attendance, truancy issues, school referrals for class disruption/violation of school rules, as well as completion rate with court ordered conditions as outlined through the municipal courts.

**FISCAL IMPACT:**

No fiscal impact to the County or JPD. Services will be provided under a grant award from the Texas Juvenile Justice Department

**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: Christina Sanchez

LEGAL REVIEW: Approved as to form as submitted.

LEGAL REVIEW NOTES (If Applicable):

DATE: 7/31/2012

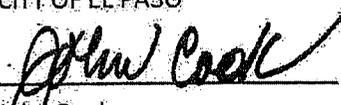
SUBMITTED BY: Roger Martinez, Chief Juvenile Probation Officer

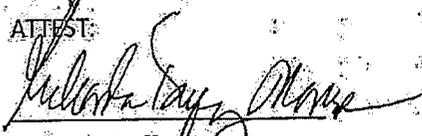
RESOLUTION

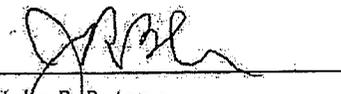
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign an Interlocal Agreement 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 under Amendment Number One to an award from the Texas Juvenile Justice Department, Grant S, for the 2012-2013 biennium, date March 15, 2012 (hereinafter "Grant"). As a result of the funding received by the JPD under the Grant the Municipal Courts will strengthen its intervention and diversion program and hire a Juvenile Case Manager and retain jurisdiction over youth who have two or more prior Class C convictions. JPD will pay to the City funds awarded for the services described in Section C of the Agreement in an amount not to exceed \$23,608.00 for Fiscal Year 2012 (March 15, 2012-August 31, 2012) and \$47,216.00 for Fiscal Year 2013 (September 1, 2012-August 31, 2013).

ADOPTED this 12<sup>th</sup> day of June 2012.

CITY OF EL PASO  
  
John Cook  
Mayor

ATTEST:  
  
Richarda Duffy Midmsen  
City Clerk

APPROVED AS TO FORM:  
  
John R. Batoon  
Assistant City Attorney

2012 JUN -5 PM 2:28

**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  
UNDER AMENDMENT NUMBER ONE TO THE  
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT S  
FOR THE 2012-2013 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 under Amendment Number One to an award from the Texas Juvenile Justice Department, Grant S, for the 2012-2013 biennium, dated March 15, 2012 (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, the JPD, has received total grant funding under Amendment Number One for Fiscal Year 2012 in the amount of \$72,122.00 and for Fiscal Year 2013 in the amount of \$144,244.00 (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

2012-0176

WHEREAS, as a result of funding received by the 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 two or more prior Class C convictions; and

WHEREAS, the goal of the 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, the following will be documented and reported by the Municipal Courts 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 the JPD; and

WHEREAS, payments under the Grant and monitored by the 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 the 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 two or more prior Class C convictions and providing effective alternatives, treatment and close surveillance of juvenile cases to reduce recidivism and lessen the impact on the juvenile courts.

**B. DUTIES OF JPD**

1. The JPD shall implement the Grant as required by the Texas Juvenile Justice Department Grant Guidelines (See Attachment A).
2. The 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. The JPD shall pay to the City funds awarded for the services described in Section C of this Agreement in an amount not to exceed \$23,608.00 for Fiscal Year 2012 (March 15, 2012 – August 31, 2012) and \$47,216.00 for Fiscal Year 2013 (September 1, 2012 – August 31, 2013), subject to appropriation and deposit of State funds for the continuation of the Grant. This amount is for salary/fringe; travel and training; 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 the JPD.
4. The JPD shall ensure that the Juvenile Case Manager receive training on bullying prevention so that the Juvenile Case Manager may in turn ensure that an anti-bullying presentation is provided to at least 45 youth participants (ages 11-13) and to at least 45 youth participants (ages 14-17) under this Agreement.
5. The JPD shall ensure that the Juvenile Case Manager receive Strengthening Families Training so that the Juvenile Case Manager may in turn ensure that Strengthening Families is provided to at least 45 youth participants, to include their parents/guardians, (ages 11-13) and to at least 45 youth participants, to include their parents/guardians, (ages 14-17) under this Agreement.
6. The JPD shall provide a presentation and overview to Municipal Court representatives at a time agreeable to both parties on contract compliance pursuant to this Agreement and terms of the Grant.
5. The JPD shall designate, Angelique Gaxiola, or her successor as the point of contact between the 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 14-17. Eligible youth indentified for services under the terms of this Agreement and Grant must possess at least two 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 Municpal 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 outcomes and goals projected under the terms of the Grant. Outcomes shall include the percentage in participants school attendance among those with truancy issues, percentage in participants formal school referrals for class disruption/violation of school rules, percentage in participants completion rate with court ordered conditions as outlined through truancy court, and percentage in number of participant referrals from municipal and/or justice of the peace courts for contempt to the JPD. (**Attachment B**).
4. The Municipal Court shall ensure that the Juvenile Case Manager will serve at least 45 youth ages 11-13 with intervention services designed to strengthen family resiliency and increase protective factors through community presentation and linkages that will provide counseling, assessments, services, life skills case management and/or community presentation on bullying, strengthening families and decision making.
5. The Municipal Court shall ensure that the Juvenile Case Manager will serve at least 45 youth ages 14-17 with intervention services designed to strengthen resiliency skills and enhance protective factors through educational awareness, positive peer group/activities, case management services and community service learning projects as well as community linkages and presentation.
6. 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.
7. The City, on behalf of the Municipal Court, agrees that it will comply with all provisions of the Grant and provide to the JPD any information that the JPD will need to submit reports as required under the Grant.
8. Gaby Valle, City of El Paso, Municipal Courts, or her successor shall oversee the above duties.

#### **D. MONITORING**

1. Outcome reports, as referenced in Section C. Par. 3 of this Agreement, must be completed and returned to the JPD's Contract Coordinator, Angelique Gaxiola (angaxiola@epcounty.com) or her successor, on a quarterly basis (August 2012, November 2012, February 2013, May 2013 and August 2013).
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 March 15, 2012, regardless of the date of execution by all parties and shall remain in effect until August 31, 2013 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  
#2 Civic Center Plaza  
10<sup>th</sup> floor of City Hall  
El Paso, Texas 79901

With a copy to the Municipal Courts: Richarda Duffy Momsen  
Municipal Clerk  
City of El Paso  
#2 Civic Center Plaza  
2<sup>nd</sup> floor of City Hall  
El Paso, Texas 79901

3. As determined in the reasonable judgment of the 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, the JPD agrees to pay the City from current revenues available under the Grant in an amount not to exceed \$23,608.00 for Fiscal Year 2012 and \$47,216.00 for Fiscal Year 2013 (subject to availability of State Funds). This amount is for salary/fringe; travel and training; 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 2012-0176.
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 the 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 on June 26<sup>th</sup>, 2012.

**THE COUNTY OF EL PASO**

Veronica Escobar  
Hon. Veronica Escobar  
County Judge

Date: 6/26/12

**Attest:**

Peta Burns  
County Clerk  
CITY CLERK DEPT.  
2012 JUN -7 PM 3:25

Approved as to Form for County

Chastina Song  
Asst. County Attorney

**CITY OF EL PASO**

By John Cook  
John Cook  
Mayor

Date: 6/12/2012

Approved as to Form for City

[Signature]  
Asst. City Attorney

**APPROVED AS TO CONTENT:**

By [Signature]  
Roger Martinez  
JPD Chief Juvenile Probation Officer

Date: 6/21/12

**APPROVED AS TO CONTENT:**

By [Signature]  
Richarda Duffy Monsen  
Municipal Clerk

Date: 6/12/2012



**Texas Juvenile Justice Department  
State Financial Assistance Contract  
2012 - 2013 Biennium**

**Amendment Number One**

This is Amendment Number One to the State Financial Assistance Contract for the 2012 - 2013 Biennium between the State of Texas, represented by and through the Texas Juvenile Justice Department, hereinafter called "the Department", and the juvenile board of EL PASO County/Judicial District hereinafter called the "Grantee". In consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department and the Grantee, for the consideration hereinafter detailed, make the following amendment.

**Article I.  
PURPOSE AND SCOPE OF AMENDMENT**

The purpose of Amendment Number One is to delineate the duties of the Department and the Grantee regarding the distribution, receipt and expenditure of grant funding for the Prevention and Intervention Demonstration Project which aims to prevent or intervene in 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. All provisions in the 2012 - 2013 Biennium State Financial Assistance Contract and any fully executed amendments thereto that do not conflict with the provisions of Amendment Number One remain in full force and effect.

**Article II.  
Amendments to Article II  
INCORPORATED DOCUMENTS AND DOCUMENT INCORPORATED BY REFERENCE**

Article II, Section 2.1, Subsection 2.1.1 is amended by adding Paragraph 2.1.1.4 to read as follows:

2.1.1.4 Exhibit D: *Prevention and Intervention Demonstration Project (Amendment One)*.

Article II, Section 2.2, Subsection 2.2.1 regarding the Texas Juvenile Justice Department Compliance Resource Manual, is amended by adding Grant S - 2012 - 2013 Biennium - Prevention and Intervention Demonstration Project, a multi-page document which is attached hereto and incorporated by reference.

**Article III.  
Amendments to Article IV  
OBLIGATIONS AND RESPONSIBILITIES OF THE DEPARTMENT  
PREVENTION AND INTERVENTION DEMONSTRATION PROJECT**

Article IV, Section 4.1 is amended by adding Subsection 4.1.4 to read:

4.1.4 **Distributions of Prevention and Intervention Funds.** The Department shall process and approve, to the extent funds are available, two equal payments during fiscal year 2012. The first distribution shall be in an amount not to exceed \$36,061 upon timely submission of the *Prevention and Intervention Demonstration Project Plan* and a fully executed Amendment One. The second equal distribution shall be paid in the month of June 2012. The total amount distributed to the Grantee shall be approved in accordance with the requirements or limitations established by the Department. The Department shall confirm funding eligibility upon review of the Grantee's submission of the *Prevention and Intervention Demonstration Project Plan* and related supporting documentation.

For the faithful performance of the terms of this Contract, the parties hereto in their capacities as stated, execute this Contract, affix their signatures and bind themselves.

THE STATE OF TEXAS, Acting By and Through The Texas Juvenile Justice Department

By: \_\_\_\_\_ Typed Name: Judy Garza-Ybarbo  
Title: Contract Administrator Date: \_\_\_\_\_

GRANT RECIPIENT, The Juvenile Board of EL PASO

By: [Signature] Typed Name: Hon. Yahara Lisa Gutierrez  
(Juvenile Board Chairperson)

Title: 65th District Court, Judge Date: 3-2-12

By: [Signature] Typed Name: Roger Martinez  
(Chief Administrative Officer)

Title: Chief Juvenile Probation Officer Date: 03/20/12

By: [Signature] Typed Name: Edward A. Dion  
(Fiscal Officer)

Title: County Auditor Date: 3/20/12

DW