

WHEREAS, the County wishes to enter into an Interlocal Agreement with UTEP to utilize Grant funding to conduct a three-phase evaluation of the Juvenile Drug Court; and

WHEREAS, the County and UTEP recognize that a consolidated effort in the coordination of an evaluation of the Juvenile Drug Court will result in a cost savings and is in the best interest of the citizens of the County of El Paso; and

WHEREAS, the County and UTEP 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

WHEREAS, payments can only be made as allowable under the terms of the Grant; and

WHEREAS, the County and UTEP each agree to accept the responsibility to adhere to all pertinent federal, state and local laws or regulations; 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

The purpose of this Agreement is to state the terms and conditions under which UTEP will conduct an evaluation of the Juvenile Drug Court for the County under the Grant.

B. DUTIES OF UTEP

1. UTEP shall conduct a three-phase evaluation of the Juvenile Drug Court under the supervision of Matthew H. Scullin, Ph.D (or his successor) with the assistance of a half-time graduate assistant (See Attachment A, Content of Evaluation).
 - 1.1. In Phase 1, to be conducted in Fall 2010, intensive data collection will be carried out. An evaluation design, finalized in consultation with the Special Programs Coordinator and staff, will be completed during Phase 1. Upon approval of the design by the Special Programs Coordinator, surveys with Juvenile Drug Court clients, court staff, and service providers will be conducted.
 - 1.2. In Phase 2, to be conducted from late Fall 2010 to Spring 2010, data collected by the Juvenile Drug Court will be organized and analyzed for each client supervised during the evaluation period.

- 1.3 In Phase 3, to be conducted from Spring 2010 to Spring 2011, a comprehensive evaluation report will be generated addressing a wide range of process and outcome measures. The report will evaluate the short-term and long-term efficacy of the Juvenile Drug Court and provide information about the makeup of the Juvenile Drug Court participants, outcomes for participants, and characteristics of successful participants. Additional data will be collected as needed in Phase 3.
2. UTEP shall adhere to proper data management for the project, conduct quantitative and qualitative data analysis, and help prepare manuscripts and presentations based on the findings of the evaluation.
3. UTEP shall monitor the regulatory compliance and budgetary activities associated with UTEP's role in the project under the Grant.
4. UTEP agrees that all monies provided by the County under the Grant will be used only for expenditures necessary to accomplish the evaluation of the Juvenile Drug Court. These expenditures are attached hereto and marked as Attachment B, which is a summary of the total budget for UTEP's evaluation services. As a sub-recipient of funds under the Grant, UTEP agrees to comply with all applicable federal and state requirements regarding the receipt and expenditure of such funds. UTEP represents that it has familiarized itself with said Grant and that all funds received by it from the County hereunder will be used exclusively for purposes permitted by said Grant
5. UTEP agrees that it will comply with the provisions of the Grant and provide to JPD any information JPD may require to submit reports under the Grant.
6. UTEP shall deliver a final report on the project by September 1, 2011.

C. DUTIES OF JPD

1. JPD shall facilitate payment to UTEP under Grant funds for the services described in Section B of this Agreement in an amount not to exceed fifty thousand and no/100 dollars (\$50,000.00). This Agreement does not obligate the County to pay any money to UTEP other than to pass through the awarded Grant funds.
2. JPD, via its Special Programs Coordinator, shall monitor UTEP's compliance with Grant funds.

D. CONSIDERATION AND PAYMENT PROCESS.

1. As consideration for the performance by UTEP of its duties under this Agreement, the County agrees to pay UTEP from current revenues available under the Grant in an amount not to exceed fifty thousand and no/100 dollars (\$50,000.00). This Agreement does not obligate the County to pay any money to UTEP other than to pass through the awarded Grant funds as stated above.
2. UTEP shall submit to JPD invoices bearing UTEP's letterhead. Invoices and supporting documentation, which shall consist of the evaluation plan, reports, or written summaries on work completed during the billing period, 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 UTEP representative can be reached during normal business hours. UTEP's invoice must indicate an invoice number and contract number KK-10-422.
3. UTEP shall send invoices to JPD. JPD will verify the services performed by UTEP. 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 UTEP. The County shall make payments thirty (30) days after receipt to County, unless the County contests the invoice or unless UTEP 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 considered 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 UTEP'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 Federal funding to meet the liabilities of this Agreement. UTEP shall have no cause of action against the County in the event the County is unable to perform its obligations pursuant to this Agreement as a result of suspension, termination, withdrawal or failure of Grant funding to the County.

E. TERM AND TERMINATION

1. This Interlocal Agreement shall be effective as of September 1, 2010, regardless of the date of execution by all parties, and shall end on September 1, 2011.
2. Either party may terminate this Agreement upon thirty (30) days written notice. Official notice shall be by written notice and delivery to all of the parties to this Agreement. Delivery shall be by fax or deposit in the United States Postal Service, first class, return receipt requested to:

To the County: El Paso 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

With a copy to: El Paso County Auditor's Office
 County Administrative Offices
 800 E. Overland, Room 406
 El Paso, Texas 79901

To UTEP: Teresa Almengor, Ma.Ed., CRA
 Senior Research Administrator
 Office of Research and Sponsored Projects
 The University of Texas at El Paso
 El Paso, Texas 79902

F. GENERAL TERMS AND CONDITIONS

1. HIPAA. All parties will observe established Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA) compliant policies on access to and use of client data.
2. Confidentiality of Juvenile Records. UTEP agrees to comply with Chapter 58 of the Texas Family Code pertaining to juvenile records and understands that all juvenile records are confidential by law and may not be released, shared, or disseminated other than for the purposes described in this agreement.
3. Allowability of Costs. Except as specifically modified by law, the County and UTEP shall comply with all laws, regulations, government policies,

and contractual obligations in expending funds under this Agreement or the Grant.

4. Annual Audit and Retention and Accessibility of Records.

- a. UTEP shall provide an annual audit of its financial condition pursuant to any audit requirements of the County or required by the Grant.
- b. The County shall provide UTEP, and UTEP shall provide the County, with access to original records and supporting documentation for all expenditures of funds under this Agreement in a manner which conforms to legal requirements for the expenditure of funds under the Grant. The Parties may retain copies of such records, supplied by County, and any supporting documentation, for the greater of three (3) years from close-out of this Agreement or the period required by other applicable laws and regulations as described in the Regulations.
- c. The County and UTEP shall give the Department of Justice or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files and other papers, or property belonging to or in use by the County pertaining to this Agreement or the Grant for a period of up to three years after final payment to the County or longer if otherwise required by law.

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 parties to this Agreement, as governmental entities under the law 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 either party's sovereign or governmental immunity to suit or damages. The parties further recognize that each is engaged exclusively in the provision of governmental services in each party's participation in this Agreement.

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 and shall not be liable for any civil liability that may arise from the furnishing of the services by the other Party or Parties.

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 unenforceability 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. Certification. Each party warrants that it is certified, approved, licensed by all Federal, State or local regulatory agencies or departments in compliance with all applicable regulatory agencies or departments in compliance with all application regulatory agency or department policies, procedures, and administrative rules to regulate any activity performed by them. Current proof of such certification, approval, license registration or any other required regulatory permit shall be provided to the other party upon request.
10. Limited English Proficiency. All parties shall take reasonable steps to ensure that persons of limited English proficiency have meaningful access to services.
11. 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 Office of the Attorney General of the Public Information Act request.
12. 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, this Agreement has been executed on behalf of the County of El Paso and UTEP in the manner provided by law.

ATTEST

THE COUNTY OF EL PASO

County Clerk

By _____
County Judge Anthony Cobos

Date: _____

APPROVED AS TO FORM FOR COUNTY:

Assistant County Attorney

THE UNIVERSITY OF TEXAS AT EL PASO

By: _____

Date: _____

APPROVED AS TO CONTENT:

By: _____
Roger Martinez
El Paso County Juvenile Probation Department

Date: _____

COUNTY LEGAL REVIEW FORM

KK-10-422

Contract Description: Interlocal agreement between El Paso County, on behalf of the El Paso County Juvenile Probation Department, and the University of Texas at El Paso (UTEP) for juvenile drug court evaluation services

COUNTY ATTORNEY ACTION**

****Requested Amendments/Clarifications:** We assume you have submitted any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

_____X_ Approved as to Form as Submitted
_____ Approved as to Form with Amendments/Modifications/Reservations
Noted Below*
_____ Not Approved

This 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.

Christina Sanchez
Assistant County Attorney

Content of Evaluation

The proposed evaluation will use relevant data from a variety of sources, including interviews with drug court participants, and the Court's files on these participants. The scope of the evaluation will be the calendar years 2004-2008, and will cover all participants who completed the program during this period. The evaluation will address the following questions:

1. What are the characteristics of Drug Court participants? Specifically, what types of offenses do participants generally commit before entering the program? What is the demographic makeup of participants? What are the most commonly abused substances?
2. What happens to participants once they enter the program? Specifically, what is the scope of substance abuse treatment received by participants? What types of incentives and sanctions are employed by the Court? How often is abstinence monitored?
3. To what extent do participants feel that the Drug Court met their needs? To what extent do participants leave the program with increased ability to abstain from drugs and other offending?
4. What types of outcomes are most often experienced by Drug Court participants? How many participants commit new offenses? What types of offenses do they commit? What is the average length of time to new offense?
5. What are the characteristics of successful Drug Court participants? Is there a "profile" of a successful Drug Court participant?

UNIVERSITY OF TEXAS AT EL PASO		
BUDGET SUMMARY		
PRINCIPAL INVESTIGATOR:	Matthew Scullin	
CO-PRINCIPAL INVESTIGATOR:	(NONE)	
PERIOD:	From 9/1/2010 to 8/31/2011	
TITLE:	El Paso County Juvenile Drug Court and 243rd Judicial District Adult Drug Court Program Evaluations	
AGENCY:	El Paso County Juvenile Justice Center	
	Year 1	Total
A SALARIES AND WAGES - SENIOR PERSONNEL		
1 Matthew Scullin (Yrs1-1)1.5summos@100.0%	11,011	11,011
SUBTOTAL	11,011	11,011
B OTHER PERSONNEL		
1 Post Doctoral	-	-
2 Other Professional	-	-
3 Graduate Students (Yrs1-1)9.0mos@50.0%	15,000	15,000
4 Undergraduate Students	-	-
5 Secretarial/Clerical	-	-
6 Other Personnel	-	-
TOTAL - SALARIES AND WAGES	26,011	26,011
C FRINGE BENEFITS		
1 FACULTY AND STAFF	2,822	2,822
2 STUDENTS	2,616	2,616
TOTAL FRINGE BENEFITS	5,438	5,438
D TOTAL - SALARIES AND WAGES/FRINGE BENEFITS	31,449	31,449
E EQUIPMENT		
1	-	-
TOTAL - EQUIPMENT	-	-
F TRAVEL		
1 DOMESTIC	-	-
2 FOREIGN	-	-
TOTAL - TRAVEL	-	-
G PARTICIPANT SUPPORT COSTS		
1 STIPENDS	-	-
2 TRAVEL	-	-
3 SUBSISTENCE	-	-
4 TUITION AND FEES	-	-
TOTAL - PARTICIPANT COST	-	-
H OTHER DIRECT COSTS		
1 MATERIALS AND SUPPLIES	-	-
2 PUBLICATION COSTS	-	-
3 CONSULTANTS	-	-
4 COMPUTER SERVICES	-	-
5 SUBCONTRACTS	-	-
6 OTHER COSTS	1,996	1,996
Participant Incentives (40 @ \$25)	1,000	1,000
Miscellaneous Expenses	996	996
TOTAL - OTHER DIRECT COSTS	1,996	1,996
I TOTAL DIRECT COSTS	33,445	33,445
J INDIRECT COSTS 49.5% Modified total direct cost	16,555	16,555
K TOTAL ESTIMATED COSTS	50,000	50,000
<p><i>All personnel transactions required to fulfill the provisions of this proposal will be made in accord with, and will be governed by, the appropriate University Personnel Policies and Regulations. All salary increases will conform to University policies, subject to the availability of funds. No officer, member, or employee of the University and no other public officials for the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this project which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this project or the proceeds thereof.</i></p>		