

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE HOUSING  
AUTHORITY OF THE CITY OF EL PASO AND THE COUNTY OF EL PASO ON  
BEHALF OF THE EL PASO COUNTY JUVENILE PROBATION DEPARTMENT**

This Amendment is made to the interlocal agreement, by and between the Housing Authority of the City of El Paso ("HACEP"), a local government entity operating under Chapter 392 of the Texas Local Government Code, and the County of El Paso on behalf of the El Paso County Juvenile Probation Department ("JPD"), pursuant to the Interlocal Cooperation Act, Art. 791.001, et. Seq., Texas Government Code.

WHEREAS, Paragraph VI. of the original agreement provides that, "This Agreement may be modified only by written instrument signed by the parties."

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

**I. Paragraph II of the Interlocal Agreement is amended to read as follows:**

This Agreement shall be effective upon its execution and shall continue until May 3, 2011, and shall renew automatically for a one year period, and remain in effect subject to the Termination clause below.

**II. Paragraph V, Subsection 1.(a.) of the Interlocal Agreement is amended to read as follows:**

El Paso County Juvenile Probation Department will:

- a. Serve approximately 210 youth and families that may receive services such as assessment and evaluation; substance abuse counseling and treatment; individual, group, and family counseling; anger management; parenting classes; multi-systemic therapy; cognitive skills training; community service learning; and community supervision by Probation Services, Field Compliance and Community Service units.

**III. Paragraph V, Subsection 1.(c.) of the Interlocal Agreement is amended to read as follows:**

El Paso County Juvenile Probation Department will:

- c. Provide in-kind resources valued at \$378,000 over a three-year period. The in-kind resources will consist of community supervision by Probation Services; Field Compliance and Community Service units; assessment and evaluation; substance abuse counseling and treatment; individual, group and family counseling; anger management; parenting classes; multi-systemic therapy; cognitive skills training; and community service learning. Many of these children are charged with minor offenses such as truancy or running away from home. Others are considered serious offenders for committing crimes such as assault, burglary, and other felonies. Sanctions are progressive in nature as a means to balance public protection, offender accountability and rehabilitation. In most cases, the judge orders some form of probation supervision in the community or placement in a residential treatment facility.

IV. Paragraph V, Subsection 1.(e.) of the Interlocal Agreement is amended to read as follows:

El Paso County Juvenile Probation Department will:

- d. Maintain proper documentation to track and report compliance and non-compliance with the community supervision and GED attainment. Progress reports and letter reporting the in-kind amount shall be provided to HACEP on a quarterly basis, along with financial receipts and/or documentation to support the in-kind match.

All other terms and conditions of the Agreement to remain in full force and effect.

COUNTY OF EL PASO  
STATE OF TEXAS

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


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

ATTEST:

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

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

HOUSING AUTHORITY OF THE CITY OF EL PASO, TEXAS

By:   
Gerald Cichon  
Chief Executive Officer

\_\_\_\_\_  
Date

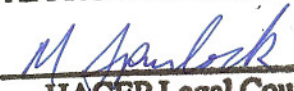
APPROVED AS TO CONTENT:

El Paso County Juvenile Probation Department

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
HACEP Legal Counsel

Date: 7-18-11

APPROVED AS TO FORM FOR COUNTY:

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

Assistant County Attorney

**COUNTY LEGAL REVIEW FORM**

**KK-11-300**

Contract Description: 1<sup>st</sup> Amendment to Interlocal Agreement Between  
HACEP and EP County/JPD

**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.

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

\*1)

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.

**Kevin McCary**  
**Assistant County Attorney**



**INTERLOCAL AGREEMENT BETWEEN  
THE HOUSING AUTHORITY OF THE CITY OF EL PASO AND  
THE COUNTY OF EL PASO ON BEHALF OF THE  
EL PASO COUNTY JUVENILE PROBATION DEPARTMENT**

This Interlocal Governmental Agreement is between the Housing Authority of the City of El Paso (HACEP), a local government entity operating under chapter 392 of the Texas Local Government Code, and the County of El Paso on behalf of the El Paso County Juvenile Probation Department (JPD), pursuant to the Interlocal Cooperation Act, Art. 791.001, et seq., Texas Government Code.

**I. Purpose of Agreement**

The purpose of this Agreement is to establish a cooperative and mutually beneficial relationship between the parties and to delineate the respective responsibilities of the parties as they relate to the 2008 Resident Opportunities and Self-Sufficiency (ROSS) Service Coordinators grant.

**II. Duration of Agreement**

This agreement shall be effective upon its execution and shall continue until February 28, 2011, and shall renew automatically thereafter on a year-to-year basis, for no more than two years, and remain in effect subject to the Termination clause below.

**III. Parties Backgrounds**

JPD judicially processes juvenile referrals between the ages of 10-16 years who have been referred by law enforcement and other agencies for alleged delinquent conduct.

HACEP provides quality, affordable, safe housing for low-income residents. Additionally, HACEP encourages self-sufficiency for its residents through direct services and through cooperative Agreements with agencies that provide training, education, and services that increase residents' opportunities for employment and self-sufficiency and that strengthen HACEP communities.

**IV. General Provisions**

It is understood by both parties that each will fulfill its responsibilities under this Agreement in accordance with the provisions of laws and regulations governing their activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this Agreement consistent with each party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict and/or termination of this Agreement.

## V. Responsibilities of the Parties

### 1. El Paso County Juvenile Probation Department will:

- a. Serve approximately 210 youth and families that may receive services such as assessment and evaluation; substance abuse counseling and treatment; individual, group, and family counseling; anger management; parenting classes; multi-systemic therapy; cognitive skills training; and community service learning.
- b. Serve youth and families in the following HACEP Asset Management Properties (AMPs):

#### AMP 11

- Franklin Roosevelt at 4647 Maxwell, El Paso, TX 79904
- Henry Cisneros at 5200 Lou Brock, TX 79934
- Kathy White at 2500 Mobile, El Paso, TX 89930
- Woodrow Bean at 1313 N. St. Vrain, El Paso, TX 79930
- Palmer Baird at 4747 Atlas, El Paso, TX 79904
- Juan Hart at 4661 Atlas, El Paso, TX 79904
- Lyndon Johnson at 9000 Roanoke, El Paso, TX 79904
- Dwight Eisenhower at 5628 Eisenhower, El Paso, TX 79924
- Scattered Sites 570
- Scattered Sites 430
- Scattered Sites 470

#### AMP 12

- Thomas Westfall at 10700 Vista del Sol, El Paso, TX 79925
- George W. Baines at 10700 Vista Del Sol, El Paso, TX 79925
- Haymon Krupp at 10200 Hedgerow, El Paso, TX 79925
- Everett Alvarez at 8247 North Loop, El Paso, TX 79907
- JE Anderson at 741 Lafayette, El Paso, TX 79907
- Harry S. Truman at 7619 Meraz, El Paso, TX 79907
- Rafael Marmolejo at 600 N. Carolina, El Paso, TX 79915
- Alamito Estates
- Scattered Sites 640
- Scattered Sites 634
- Scattered Sites 612
- Scattered Sites 550

#### AMP 13

- Salazar at 311 Eucalyptus, El Paso, TX 79905
- Sherman at 4528 Blanco, El Paso, TX 79905
- Rio Grande at 212 Lisbon, El Paso, TX 79905
- Valle Verde served through 212 Lisbon, El Paso, TX 79905
- DeWetter served through 212 Lisbon, El Paso, TX 79905
- Cramer at 184 Barker, El Paso, TX 79915



- Tays at 2114 Magoffin, El Paso, TX 79901

**AMP 14**

- Morehead at 1001 S. Ochoa, El Paso, TX 79901
- Guillen served through 1001 S. Ochoa, El Paso, TX 79901

**AMP 15**

- Aloysius Ochoa at 8820 Old County, El Paso, TX 79907
- Chas E. Graham at Independence & San Juan, El Paso, TX 79907
- Raymond Telles at Padres Dr. & Buena Park, El Paso, TX 79907
- Webber at 110 Whittier, El Paso, TX 79907
- Kennedy Brothers at 400 S. Zaragoza, El Paso, TX 79907
- Kennedy Estates at 400 S. Zaragoza, El Paso, TX 79907
- Martin Luther King at 9101 Butternut, El Paso, TX 79907
- Alex Gonzalez at Socorro & Longuemeyer, El Paso, TX 79927
- Scattered Sites 16

**AMP 18**

- Sandoval at 5353 Ridge, El Paso, TX 79932
- Robinson at 421 Mangrum, El Paso, TX 79912
- Machuca at 1039 Sunland Park, El Paso, TX 79922

- c. Provide in-kind resources valued at \$378,000 over a three-year period. The resources will consist primarily of community supervision by Probation Services, Field Compliance and Community Service units. Many of these children are charged with minor offenses such as truancy or running away from home. Others are considered serious offenders for committing crimes such as assault, burglary, and other felonies. Sanctions are progressive in nature as a means to balance public protection, offender accountability and rehabilitation. In most cases, the judge orders some form of probation supervision in the community or placement in a residential treatment facility.
- d. The overall success of the community supervision will consist of compliance with all the court-ordered rules so that the children leave JPD's care and custody. There are several rules that must be followed such as, but not limited to: school attendance, good conduct, staying within curfew, participating in specified programs and services, staying free of drug and alcohol usage, etc. A report will be provided to HACEP's Service Coordinators indicating compliance or non-compliance with the community supervision or at the residential treatment facility. In addition, the attainment of a GED will be considered a positive outcome.
- e. Maintain proper documentation to track and report compliance and non-compliance with the community supervision and GED attainment. Progress reports and letter reporting the in-kind amount for the month shall be provided to HACEP on the 15<sup>th</sup> of each month for the previous month, along with financial receipts and/or documentation to support the in-kind match.

2. The Housing Authority of the City of El Paso will:
  - a. Assign HACEP Service Coordinators to work collaboratively with the JPD community supervision staff in providing services to the youth and their families served through JPD.
  - b. Provide facilities in the communities for JPD services to be performed, as needed.
  - c. Actively recruit and encourage participation by families residing in HACEP properties.
  
3. HACEP and JPD will:
  - a. Participate in joint planning for the aforementioned activities.
  - b. Identify opportunities for collaboration, coordination and elimination of barriers regarding the services to be provided as part of this AGREEMENT.
  - c. Maintain the confidentiality of youth' and families' information and use data only for the administration of the party's appropriate programs.
  - d. Participate in monthly meetings for the initial six-months of the program and every two months thereafter.

#### **VI. Modification. Assignment and Cancellation**

This Agreement may be modified only by written instrument signed by the parties. The Agreement may not be assigned by either party in whole or in part. The Agreement may be cancelled by a party upon thirty (30) days written notice to the other party. If cancellation is for cause, it may be cancelled upon delivery of written notice to the other party.

#### **VII. Independent Contractors**

Nothing in this Agreement shall be construed to create an employer/employee or agency relationship or to allow either party the right to exercise control or direction over the employees or agents of the other party or the manner or method by which the other party provides the services under this Agreement.

#### **VII. Notices**

Any and all Notices required to be given by one party to another under the terms of this Interlocal Agreement shall be in writing to the following addresses:

JPD     Attn: Roger Martinez  
          Chief Juvenile Probation Officer  
          6400 Delta Drive  
          El Paso, TX 79905



HACEP Attn: Gerald Cichon  
Chief Executive Officer  
5300 E. Paisano  
El Paso, TX 79905

SIGNED this 13 day of Sept., 2010.

**WITNESS THE FOLLOWING SIGNATURES AND SEALS:**

**THE COUNTY OF EL PASO:**

Anthony Cobos  
Hon. Anthony Cobos  
El Paso County Judge

9/13/10  
Date

**ATTEST:**

Delia Briones  
Delia Briones  
County Clerk

9/14/10  
Date

**HOUSING AUTHORITY OF THE CITY OF EL PASO, TEXAS**

By Gerald Cichon  
Gerald Cichon  
Chief Executive Officer

**APPROVED AS TO FORM:**

Kitty Schild  
Kitty Schild  
Assistant County Attorney

9/7/2010  
Date

**APPROVED AS TO CONTENT:**

**El Paso County  
Juvenile Probation Department**  
Roger Martinez  
Roger Martinez, Chief Juvenile Probation Officer

09/16/10  
Date

**APPROVED AS TO FORM:**  
Michael Spurlock  
HACEP Legal Counsel

Date: 4-19-10

**RESOLUTION NO. 1649**

**RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT  
WITH THE COUNTY OF EL PASO ON BEHALF OF THE EL PASO COUNTY  
JUVENILE PROBATION DEPARTMENT FOR THE 2008 RESIDENT  
OPPORTUNITIES AND SELF-SUFFICIENCY (ROSS) SERVICE COORDINATORS  
GRANT AND AUTHORIZING THE CHIEF EXECUTIVE OFFICER  
TO EXECUTE THE AGREEMENT**

**WHEREAS**, the El Paso County Juvenile Probation Department proposes to provide services to youth and families in the communities in the Housing Authority's AMPS 11, 12, 13, 15 18; and

**WHEREAS**, the Juvenile Probation Department will provide in-kind resources valued at \$378,000 over a three-year period; and

**WHEREAS**, it is in the interest of the communities and residents of the Housing Authority that the services of the Juvenile Probation Department be provided in Housing Authority facilities and in coordination with the Housing Authority's resident services staff;


**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of the Housing Authority of the City of El Paso, Texas, approves the Interlocal Cooperation Agreement between the County of El Paso on behalf of the El Paso County Juvenile Probation Department and the Housing Authority, and authorizes the Chief Executive Officer to execute the agreement.

**PASSED AND APPROVED** this 28<sup>th</sup> day of April, 2010.

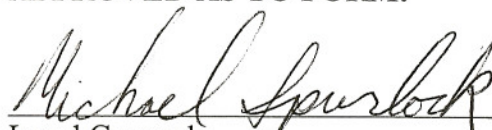
**ATTEST:**

  
Secretary

**HOUSING AUTHORITY OF THE  
CITY OF EL PASO, TEXAS**

  
Joe Fernandez, Chairperson

**APPROVED AS TO FORM:**

  
Legal Counsel

**APPROVED AS TO CONTENT:**

  
Interim Chief Operating Officer

**MEETING HELD BY THE BOARD OF COMMISSIONERS OF THE HOUSING  
AUTHORITY OF THE CITY OF EL PASO, TEXAS ON APRIL 28, 2010**

**RESOLUTION NO. 1649**

The following resolution was introduced by Chairperson Fernandez and considered.

WHEREAS, The Board of Commissioners of the Housing Authority of the City of El Paso, Texas approved resolution approving an interlocal cooperation agreement with the County of El Paso on behalf of the El Paso County Juvenile Probation Department for the 2008 Resident Opportunities and Self-Sufficiency (ROSS) Service Coordinators grant and authorizing the Chief Executive Officer to execute the agreement.

After discussion Commissioner Coyle moved that the resolution presented to the Board be adopted. The motion was seconded by Commissioner Chavez and on roll call the following vote was recorded:

**AYES: Commissioners Coyle, Chavez, Pratt, Quinn, and Fernandez.**

**NAYS: None.**

The Chairperson thereupon declared the motion carried and the resolution adopted.

**ATTEST:**

  
Secretary



**COUNTY LEGAL REVIEW FORM**

**KK-10-418**

Contract Description: Interlocal Governmental Agreement for Resident Opportunities and Self-Sufficiency (R.O.S.S.) / Housing Authority of the City of El Paso/JPD

**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.

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

\*1)

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.

**Kitty Schild**  
**Assistant County Attorney**  
**Date: 09/07/2010**