

STATE OF TEXAS

§ AGREEMENT BETWEEN THE COUNTY OF EL PASO
§ AND DIVERSIFIED EVALUATION SOLUTIONS, LLC
§ FOR EVALUATION OF THE 384TH ADULT DRUG
§ COURT PROGRAM

This Agreement is made by and between the County of El Paso, (hereinafter referred to as "County") and DIVERSIFIED EVALUATION SOLUTIONS, LLC, (hereinafter referred to as "DES") a limited liability company located in Louisville, Colorado. This Agreement is made under the award from the Department of Justice, Office of Justice Programs under the FY 09 Recovery Act Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation, (hereinafter referred to as "Grant").

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 is a local governments as defined in Texas Government Code, Section 791.003(4), and possess the authority to enter into this Agreement, and have entered into this Agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, the City of El Paso (serving as fiscal manager of the Grant), City of Socorro, Texas, and the County entered into an Interlocal Agreement to submit a joint application for funding for the FY 09 Recovery Act Edward Byrne Memorial Justice Assistance Grant Program for certain criminal justice activities; and

WHEREAS, on August 7, 2010 the City of El Paso, City of Socorro, Texas and the County were awarded grant funding under the FY 09 Recovery Act Edward Byrne Memorial Justice Assistance Grant Program in a total amount of \$1,394,046.00; and

WHEREAS, the County received a portion of grant funding in the amount of \$50,000.00 from the City of El Paso to conduct a three-phase evaluation of the El Paso County Adult Drug Court (Adult Drug Court), and

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

WHEREAS, the County and UTEP terminated their agreement regarding the evaluation of the Adult Drug Court; and

WHEREAS, the County is now entering into an agreement with DES regarding the evaluation of the Adult Drug Court program for the 384th District Court; and

WHEREAS, the County and DES 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 DES 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 Diversified Evaluation Solutions LLC will conduct an evaluation of the Adult Drug Court for the County under the Grant.

B. DUTIES OF DIVERSIFIED EVALUATION SOLUTIONS, LLC

1. Diversified Evaluation Solutions shall conduct a three-phase evaluation of the Adult Drug Court under the supervision of Jesus Sanchez, Ph.D. (See **Attachment A**, Proposal for the Evaluation of the 384th Drug Court).
 - 1.1 There will be a review of existing process and outcome evaluation workplan and documents, and telephone meetings with program staff to further define evaluation goals and key elements
 - 1.2 There will be a logic model development/refinement work with program staff and key stakeholders
 - 1.3 There will be meetings with project staff and key stakeholders to determine available program data elements and outcome data available and needed;
 - 1.4 Meeting with project staff and key stakeholders to review logic model and confirm program and outcome key elements
 - 1.5 There will be a review of program policies, procedures, reports and other program documentation related to program service and monitoring/evaluation structure and processes;

- 1.6 Development of key informant interview and focus group protocols, surveys, along with development of additional outcome data collection protocols as needed;
 - 1.7 There will be identification and selection of key informants for interview/focus groups/ surveys
 - 1.8 Conduct of key informant interviews/focus groups/surveys;
 - 1.9 Analysis of qualitative data and review with program staff and key stakeholders to aid in interpretation of findings along with the development of process evaluation conclusions and recommendations;
 - 1.10 Production of process evaluation report, outcome data compilation, organization and cleanup with preliminary outcome data analysis and drafting of outcome evaluation report;
 - 1.11 Meetings with program staff and key stakeholders to review process and outcome evaluation findings, conclusion and recommendations; and
 - 1.12 Production and submission of the final evaluation report, including development of monthly evaluation status updates.
2. DES 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. DES shall monitor the regulatory compliance and budgetary activities associated with its role in the project under the Grant.
 4. DES agrees that all monies provided by the County under the Grant will be used only for expenditures necessary to accomplish the mission of the Adult Drug Court. These expenditures are attached hereto and marked as **Attachment B**, which is a summary of the total budget for DES's evaluation services. As a sub-recipient of funds under the Grant, DES agrees to comply with all applicable federal and state requirements regarding the receipt and expenditure of such funds. DES 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. DES shall deliver a final report on the project by February 2013.

C. DUTIES OF THE COUNTY

1. The County shall facilitate payment to DES under Grant funds for the services described in Section B of this Agreement in an amount not to exceed thirty-eight thousand and no/100 dollars (\$38,000.00). This Agreement does not obligate the County to pay any money to DES other than to pass through the awarded Grant funds.
2. The County, via its Adult Drug Court Coordinator, shall monitor DES's compliance with Grant funds.

D. CONSIDERATION AND PAYMENT PROCESS.

1. As consideration for the performance by DES of its duties under this Agreement, the County agrees to pay DES from current revenues available under the Grant in an amount not to exceed thirty-eight thousand and no/100 dollars (\$38,000.00). This Agreement does not obligate the County to pay any money to DES other than to pass through the awarded Grant funds as stated above.
2. DES shall submit to the County invoices bearing DES'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 Accounting Department. Invoices not timely submitted shall not be paid. Letterhead shall contain an accurate mailing address and telephone number where a DES representative can be reached during normal business hours. DES's invoice must indicate an invoice number and contract number KK-10-462.
3. DES shall send invoices to the County. The County will verify the services performed by DES. If approved, the County 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 DES. The County shall make payments thirty (30) days after receipt to County, unless the County contests the invoice or unless DES 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 DES'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.

2. Allowability of Costs. Except as specifically modified by law, the County and DES shall comply with all laws, regulations, government policies, and contractual obligations in expending funds under this Agreement or the Grant.
3. Annual Audit and Retention and Accessibility of Records.
 - a. DES 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 DES, and DES 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 DES 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.
4. 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.
5. 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.

6. Amendments. This Agreement may be amended by mutual agreement of all Parties hereto in writing to be attached to and incorporated into this Agreement.
7. 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.
8. 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 Diversified Evaluation Solutions, LLC in the manner provided by law.

ATTEST

THE COUNTY OF EL PASO

County Clerk

By _____
County Judge Veronica Escobar

Date: _____

APPROVED AS TO FORM FOR COUNTY:

Assistant County Attorney

DIVERSIFIED EVALUTION SOLUTIONS, LLC

By: _____
Jesús Sanchez, Ph.D.

Date: _____

APPROVED AS TO CONTENT:

By: _____

Patrick M. Garcia
384th District Court Judge

Date: _____

ATTACHMENT A

ATTACHMENT B



COMMISSIONERS COURT COMMUNICATION

AGENDA DATE : 6/04/21012

CONSENT OR REGULAR: Consent

CONTRACT REFERENCE NO
(IF APPLICABLE): K12-0228

SUBJECT:

The 384th Adult Drug Court requests approval to enter into an agreement with Diversified Evaluation Solutions LLC for the evaluation of the Adult Drug Program.

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

The 384th Adult Drug Court Program received funding from the FY 09 Recovery Act Edward Byrne Memorial Justice Assistance Grant Program to evaluate the program. The Adult Drug Program entered into an agreement with UTEP on January 10, 2011 to conduct the evaluation. Upon request from UTEP, that agreement is being officially terminated on June 4, 2012. At which time, the program is requesting the contract be awarded to Diversified Evaluation Solutions LLC.

FISCAL IMPACT:

None to County. Amount of contract (grant funded) is \$38,000

PRIOR COMMISSIONERS COURT ACTION (IF ANY):

Interlocal Agreement between 384th Adult Drug Court and UTEP (k-10-462) approved on January 10, 2011.

RECOMMENDATION:

Approve and Authorize the 384th Adult Drug Court to enter into an agreement with Diversified Evaluation Solutions LLC to evaluate the 384th Adult Drug Program, K12-0228. The agreement shall be effective on June 4, 2012 and shall end on February 28, 2013. The agreement is for \$38,000. Please refer to attachments.

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:

LEGAL REVIEW:

LEGAL REVIEW NOTES (If Applicable):

DATE:

SUBMITTED BY:

Director Magdalena Morales-Aina, West Texas CSCD (915) 546-8120