

**AGREEMENT
BETWEEN
COUNTY OF EL PASO, TEXAS, ON BEHALF OF THE
EL PASO COUNTY JUVENILE PROBATION DEPARTMENT
AND
THE IDAHO ASSOCIATION FOR THE EDUCATION OF YOUNG CHILDREN FOR
STRENGTHENING FAMILIES TRAINING**

THIS AGREEMENT (“Agreement”) is entered into as of August 20, 2012 by and between County of El Paso, Texas a political subdivision organized and existing under the laws of the State of Texas, on behalf of the El Paso County Juvenile Probation Department, hereinafter referred to as “JPD” and the Idaho Association for the Education of Young Children, hereinafter referred to as “CONTRACTOR”. In consideration of the mutual covenants, terms and conditions expressed in this Agreement, the parties hereto agree as follows:

1. **Presentation.** CONTRACTOR will provide Training for Trainers on Strengthening Families. This Strengthening Families training for trainers will in turn be provided to JPD staff and El Paso County community organizations and their staff to include, Community In Schools, Mental Health Support Services, West Texas Community Supervision, Housing Authority of the City of El Paso, and the City of El Paso Municipal Courts and possibly other community organizations. Staff from the aforementioned agencies will maintain sustainability of the program by having the ability to continue to train identified staff from their organizations in the Strengthening Families curriculum. This curriculum will be delivered by the authors of the Training Toolbox: Maureen Durning and Jane Zink over a two day period.

The Train-the-Trainer Presentation shall consist of:

- Training for 25-30 individuals on topics related to the Strengthening Families Framework
- Toolkit distribution for the 25-30 participants
- Trainer Manual – Including lesson plans plus background information
- Laminated supplies – Discussion cards, handout masters, activity supplies
- PowerPoint presentation for Module 1: “About Abuse and Neglect”
- DVD for Module 8: “Care Enough to Call”
- Assessment forms for both centers and family/group facilities
- Background Information on the Strengthening Families framework
- Explanation and demonstration of the Experiential Learning cycle – the training design
- Demonstration of the Overview Module
- Hands-on practice in the delivery of the 8 modules:

Module 1 – Overview

Module 2 – Value and Support Parents

Module 3 – Facilitate friendships and mutual support

Module 4 – Facilitate Children’s Social and Emotional Development

Module 5 – Strengthen Parenting

Module 6 – Link families to services and opportunities

Module 7 – Respond to family crisis

Module 8 – Observe and respond to early warning signs of child abuse and neglect

2. CONTRACTOR's presentation for the JPD will be held from September 10, 2012 – September 11, 2012 from 8:00 a.m. – 5:00 p.m. MST at the El Paso County Juvenile Justice Center located at 6400 Delta Drive; El Paso, Texas 79905.

3. **Payment.**

a. For the training and materials provided, the JPD shall pay CONTRACTOR in an amount up to exceed Eighteen Thousand Nine Hundred and Ten DOLLARS (\$18,910.00). Payment for training and materials is subject to submission of Contractor's invoice and original receipts.

b. This Agreement does not obligate the JPD to pay any money to Contractor other than for the services described under this Agreement.

c. Contractor shall be paid within thirty (30) days after receipt by the County of Contractor's invoice and original receipts.

The billing address and contact for the JPD is:

Roger Martinez, Chief Juvenile Probation Officer
El Paso County Juvenile Probation Department
6400 Delta Drive
El Paso, Texas 79905

4. **Cancellation Clause.** In the event that Contractor is unable to perform the services on the dates described under this Agreement, Contractor and JPD shall mutually agree, via written agreement, to a different time and date for training. If cancellation on the part of JPD is due to any unforeseen circumstances or the acts or omissions of JPD, Contractor shall be credited, for any amounts already paid, toward a future seminar.

5. **Standards.** CONTRACTOR agrees that the Presentation provided by CONTRACTOR will be of a high quality and performed in a professional manner in accordance with industry standards and practice. CONTRACTOR represents that any and all work, and all other material provided to JPD relating to this Agreement, if not expressly licensed to the CONTRACTOR or reprinted with permission, shall be its original work, has been developed by the CONTRACTOR, and does not infringe upon or misappropriate any third party's copyrights, patents, trade secrets or other intellectual property rights or the terms of any license or contract.

JPD agrees to provide the following equipment on the day of the presentation for CONTRACTOR's use:

1. EQUIPMENT NEEDS.

- a. Computer, projector, speakers, screen (for PowerPoint presentation)
 - b. Newsprint or whiteboard
 - c. Markers
6. **Taxes.** CONTRACTOR shall be solely liable for and shall pay all applicable sales, use, and other taxes or charges incurred in connection with the Presentation. CONTRACTOR shall be solely liable for and shall pay all costs of conducting its business, including but not limited to any applicable city, county, state or federal licenses, permits, taxes or assessments of any kind.
7. **Independent Contractor.** CONTRACTOR is an independent contractor of the JPD. This Agreement shall not create the relationship of employer and employee, a partnership, or a joint venture between the JPD and CONTRACTOR. CONTRACTOR shall be solely liable for the wages, employment taxes, fringe benefits, work schedules, and work conditions of its employees, agents, and subcontractors.
8. **Applicable Law/Venue/Dispute Resolution.** This Agreement shall be governed by and construed under the laws of the State of Texas without reference to its conflict of law principles. Venue shall lie in El Paso County, Texas.
9. **Severability.** If any provision of this Agreement shall be construed to be illegal or invalid, it shall not affect the legality or validity of any other provisions hereof, and the illegal or invalid provision shall be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein, but all other provisions shall continue to the extent that they substantially reflect the Agreement contemplated by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effect as of August 20, 2012.

EL PASO COUNTY

IDAHO AEYC

By: _____
 Veronica Escobar
 El Paso County Judge

By: _____
 Beth Oppenheimer
(Signor must have legal authority to sign)

Approved as to Content:

By: _____
 Roger Martinez
 Chief Juvenile Probation Officer

Approved as to Form:

By: _____
Assistant County Attorney



COMMISSIONERS COURT COMMUNICATION

AGENDA DATE : August 20, 2012

CONSENT OR REGULAR: Consent

CONTRACT REFERENCE NO (IF APPLICABLE): K120288

SUBJECT: Approve and authorize the County Judge to execute Agreement with the Idaho Association for Educating Young Children (AEYC) to provide a Training for Trainings for the application of the Strengthening Families Toolkit to El Paso County Juvenile Justice staff and community members as part of a recidivism reduction grant the El Paso County Juvenile Probation Department received from the Texas Juvenile Justice

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

The El Paso County Juvenile Probation Department 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 Juvenile Probation Department will initiate services that target at risk youth in conjunction with community stakeholders. The Idaho AEYC is one stakeholder that has been incorporated into the identified services through Grant S, in which the agency will provide training for trainers to Juvenile Probation Staff, MHSS, HACEP, WTDCS and other identified community stakeholders regarding enrichment of parenting styles and supervision strategies.

FISCAL IMPACT:

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

PRIOR COMMISSIONERS COURT ACTION (IF ANY):

N/A

RECOMMENDATION:

Approve agreement between the County of El Paso and the Idaho Association for Educating Young Children to provide Strengthening Families training services under the TJJJ Grant S Prevention and Intervention Services.

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: 8/13/2012

SUBMITTED BY:

Roger Martinez, Chief Juvenile Probation Officer