

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

**INTERLOCAL AGREEMENT BETWEEN EL PASO COUNTY,
ON BEHALF OF THE EL PASO COUNTY CRIMINAL COURT AT LAW
NUMBER TWO, AND THE UNIVERSITY OF TEXAS AT EL PASO FOR
EVALUATION SERVICES FOR THE DWI INTERVENTION AND TREATMENT
PROGRAM**

This Interlocal Agreement for Evaluation Services for the DWI Intervention and Treatment Program (this “*Agreement*”) is made by and between the County of El Paso, (“*County*”), on behalf of the DWI Intervention and Treatment Program, (“*DWI Court Program*”), and The University Of Texas at El Paso (“*UTEP*”), a component of the University of Texas system located in El Paso, Texas, under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code. This Agreement is made in furtherance of the award from the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Administration (SAMHSA) at the Capacity in Adult Treatment Drug Courts. (“*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 and UTEP are local governments as defined in Texas Government Code, Section 791.003(4), 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 (serving as fiscal manager of the Grant) submitted a grant application for funding for the FY 2018-2023 (five-year grant) U.S Department of Health and Human Services, Substance Abuse and Mental Health Administration (SAMHSA) at the Capacity in Adult Treatment Drug Courts and Adult Tribal Healing Wellness Courts Grant; and

WHEREAS, on July 19, 2018, the County was awarded grant funding under the FY 2018-2023 (five-year grant) U.S Department of Health and Human Services, Substance Abuse and Mental Health Administration (SAMHSA) at the Capacity in Adult Treatment Drug Courts in the total amount of \$1,938,580.00 (\$387,716 each year in funding); and

WHEREAS, the County received a portion of grant funding in the amount of \$49,500.00 to conduct an evaluation of the El Paso County DWI Intervention and Treatment Program (“*DWI Court Program*”); and

WHEREAS, the County wishes to enter into an interlocal agreement with UTEP to utilize Grant funding to conduct an evaluation of the DWI Court Program; and

WHEREAS, the County and UTEP recognize that a consolidated effort in the coordination of an evaluation of the DWI Court Program 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.

NOW THEREFORE, in consideration of the terms and conditions herein which fairly compensate the performing party, it is mutually agreed as follows:

AGREEMENTS

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 DWI Court Program for the County under the Grant.

B. DUTIES OF UTEP

1. UTEP shall conduct an evaluation of the DWI Court Program under the supervision of Oralia Loza, Ph.D. (Department of Public Health Sciences), in collaboration with and assistance of Joao B. Ferreira-Pinto, Ph.D. (Interdisciplinary Health Research and Evaluation College of Health Sciences).

1.1. In Phase 1, to be conducted in Fall 2023, data collection will be carried out and access to existing data will be granted. An evaluation design, finalized in consultation with the Specialty Court Administrator and program team, will be completed during Phase 1. Upon approval of the design by the Specialty Court Administrator, surveys with DWI Court Program clients will be conducted.

1.2 In Phase 2, to be conducted from late Fall 2023 to Spring 2024, quantitative and qualitative (case notes) data collected by the DWI Court Program will be organized and analyzed for each client supervised during the evaluation period. Also, qualitative data will be collected and analyzed by the evaluation team.

1.3 In Phase 3, to be conducted from Spring 2024 to Summer 2024, a comprehensive evaluation report will be generated addressing a wide range of

process and outcome measures. The report will evaluate the impact of the peer coach services of the DWI Court Program and provide information about the makeup of the DWI Court Program participants to include comparable outcomes. 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 report 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 DWI Court Program. These expenditures are attached hereto and marked as Attachment A, 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 shall deliver a final report on the project by September 29, 2024.

C. DUTIES OF DWI COURT PROGRAM

1. DWI Court Program, via its Specialty Court Administrator, 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 forty-nine thousand and five hundred dollars (\$49,500.00). 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 DWI Court Program 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 Auditor's Office. Invoices not timely submitted shall not be paid. The letterhead on all invoices 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.
3. UTEP shall send invoices to DWI Court Program. DWI Court Program will verify the services performed by UTEP. If approved, DWI Court Program 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 of UTEP's invoice 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 funds 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 October 1, 2023, regardless of the date of execution by all parties, and shall end on September 29, 2024.
2. Either party may terminate this Agreement upon thirty (30) days written notice. Official notice shall be by written notice and delivery to all 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: DWI Intervention and Treatment Program
Attn: Leticia Medina, Specialty Court Administrator
500 E. San Antonio Room 704
El Paso, Texas 79901

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

To UTEP: Oralia Loza, Ph.D.
Associate Professor

Department of Public Health Sciences
The University of Texas at El Paso
500 W. Uni
El Paso, Texas 79902

Joao B. Ferreira-Pinto, Ph.D.
Research Associate Professor
Assistant Dean for Interdisciplinary Research and
Evaluation
College of Health Sciences
The University of Texas at El Paso
500 W. University Ave.
El Paso, Texas 79968

F. GENERAL TERMS AND CONDITIONS

1. **HIPAA.** All parties will observe the established Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), compliant policies on access to and use of client data.
2. **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.
3. **Annual Audit and Retention and Accessibility of Records.**
 - 3.1 UTEP shall provide an annual audit of its financial condition pursuant to any audit requirements of the County or required by the Grant.
 - 3.2 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 applicable law.
 - 3.3 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.
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 any one 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.
- 8 **Certification.** Each party warrants that it is certified, approved, and licensed by all Federal, State, or local regulatory agencies or departments in compliance with all applicable regulatory agencies or departments and in compliance with all applicable regulatory agency or department policies, procedures, and administrative rules. Current proof of such certification, approval, license registration or any other required regulatory permit shall be provided to the other party upon request.
- 9 **Limited English Proficiency.** All parties shall take reasonable steps to ensure that persons of limited English proficiency have meaningful access to services.
- 10 **Public Information Act.** This Agreement is public information. The parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code, and as such, is required to release information in accordance therewith. The parties agree that they will mark any information they consider to be confidential in their communications related to this Agreement. The parties agree to provide notice to the other in the event any party receives a request for information under the Public Information Act.
- 11 **Entire Agreement.** This Agreement supersedes 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 to be effective as of October 13, 2023.

THE COUNTY OF EL PASO:

By: _____
Ricardo A. Samaniego, County Judge

THE UNIVERSITY OF TEXAS AT EL PASO:

By: _____

Name: _____

Title: _____