

## Interlocal Agreement for Funding of DFPS Staff

**Contractor Name:** Lubbock County  
**Contract #:** 530-09-0160-00001 - Rainbow Room Coordinator

The **Texas Department of Family and Protective Services** (the Department), and **Lubbock County** (Contractor), enter into this Agreement (Contract) for the purpose of funding additional Department staff to benefit the children of Texas. The Department and the Contractor are the parties to this Contract. This Contract is authorized by the Texas Human Resources Code §40.056 and also by the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

**1. Contracting Parties:**

Texas Department of Family and Protective Services (DFPS or the Department)

Contact Person: Esmeralda Kennedy, Regional Operations Support Administrator, #7  
Briercroft Office Park, Lubbock, TX 79410 806-742-9427

Contact Person: Mande Reeves, Contract Manager, P.O. Box 10536, Lubbock, TX  
79408, 806-775-1017

- 2. Statement Of Services To Be Performed.** The Department agrees to use the funds specified in Section 3 below to provide state employed positions specified in Attachment I, which is entirely incorporated as part of this Contract. The number and type of positions to be provided, and their essential duties, salary, fringe benefits, travel, and network costs are contained in Attachment I. Staff funded by this Contract will be in addition to basic staffing allocations for Lubbock County. As state employees, the persons filling such positions will be supervised by the Department and will be required to abide by all Department work rules, policies, and procedures.
- 3. Payment for Services.** In accordance with Chapter 791 of the Texas Government Code, Contractor will reimburse DFPS for services satisfactorily performed from appropriation items or accounts of the Contractor from which like expenditures would normally be paid, based upon vouchers drawn by the Contractor to DFPS. To reimburse the Department for the costs and expenses incurred for the DFPS persons filling the positions specified in Attachment I, the Contractor agrees to provide the Department an amount up to \$44,360 in local funds or in state funds not from the Department. Contractor shall submit its payments of the Contract Amount in four quarterly installments payable to the Texas Department of Family and Protective Services within thirty (30) days of receiving an invoice from DFPS according to the following schedule. DFPS will transmit billing information representing its actual costs to the Contractor as follows:
- A) First Federal Quarter of October, November, December will be billed by February 28, **2022**
  - B) Second Federal Quarter of January, February, March will be billed by May 31, **2022**
  - C) Third Federal Quarter of April, May, June will be billed by August 31, **2022**
  - D) Fourth Federal Quarter of July, August, September will be billed by November 30, **2022**.
- 4. Percentage Used in Payment Calculation.** The percentage used in the initial calculation of the Contract Amount in Section 3 may vary during the billing process. In the event the percentage used results in the final actual Contract Amount exceeding the initial

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Contract Amount specified in Section 3, an amendment shall be executed to increase the Contract Amount accordingly.

5. **DFPS Responsibility for Additional Funds.** The Department is responsible for providing all additional funds for the positions described in Attachment I, and may do so out of any funds it has available, including federal funds, state funds, or other funds.
6. **Modification.** Any change to this Contract (including any and all attachments) may only be made through a written amendment that is only effective after being approved and signed by the respective authorized representatives of the Department and of the Contractor.
7. **Termination.** Either party may terminate this Contract at anytime by providing at least thirty [30] days advance written notice to the other party.
8. **DFPS Confidential Information.** Contractor will not release confidential information to any party in any manner without the prior written consent of DFPS. Contractor agrees that any confidential information stored, collected, or maintained electronically or otherwise will only be used in the implementation of this contract. Contractor desires to release information to any person or entity regarding the work performed under this agreement, Contractor must have prior written permission from DFPS to release such information.
  - A) Contractor will establish a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state law, rules, and regulations.
  - B) This provision does not limit the Department's right of access to client case records or other information relating to clients served under this contract. The Department shall have an absolute right to access to and copies of such information, upon request.
9. **Term of this Contract.** The term of the Agreement is from October 1, 2021 through September 30, 2022.
10. **Dispute Resolution.** Any dispute regarding this Contract will be governed by Texas Government Code Chapter 2009, Alternative Dispute Resolution for Use by Governmental Bodies, and any applicable Model Rules promulgated by the Office of the Attorney General and/or the State Office of Administrative Hearing of the State of Texas. Any notice of dispute must be addressed to the contact person noted in Section 1 of this Contract.
11. **Certification.** The undersigned contracting parties certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected state entities, (2) the proposed arrangements serve the interest of efficient and economical administration of the state government, and (3) the services, supplies, or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

By and through the below signatures of their respective duly authorized representatives, the parties execute and agree to this Contract.

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**Texas Department of Family  
and Protective Services**

**Contractor: Lubbock County**

\_\_\_\_\_  
Signature

Printed Name: Deneen Dryden

Title: CPS Associate Commissioner

\_\_\_\_\_  
Signature

Printed Name: Honorable Judge Curtis  
Parrish

Title: Lubbock County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

REVIEWED AS TO FORM:

  
\_\_\_\_\_  
Rachael Foster

Civil Division

Criminal District Attorney's Office

**Interlocal Agreement for Funding of DFPS Staff  
Boilerplate 9200STAFF  
Instructions**

## **General Requirements**

The boilerplate contains the standardized legal clauses when contracting with DFPS. This includes contracting terms and conditions, federal and state laws, and DFPS rules and governing law. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. It is essential that the contract manager read and understand the requirements of the contract.

### **1. Contracting Parties**

Fill in Contractor's Legal Name and the contact information for DFPS and the Contractor.

### **2. Statement of Services To Be Performed**

The services section of the boilerplate will be specific to the services requested by the program. In order to include the Program Specific Terms and Conditions section into the Contract, the contract manager will incorporate Attachment I. Enter the name of the Contractor.

### **3. Payment for Services**

Enter the contract amount for the contracting period and the reimbursable quarterly payment dates.

### **4. Percentage Used in Payment Calculation**

The boilerplate will be specific to the payment method as identified in Attachment I, Estimated Cost Funding.

### **5. DFPS Responsibility for Additional Funds**

DFPS must provide any additional funds required for the positions.

### **6. Modification**

Changes, amendments, clarifications, renewals and extensions to this contract shall be in writing.

### **7. Termination**

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Either party reserves the right to terminate, in whole or in part without recourse or penalty, giving 30 days written notice of intent to terminate the contract.

**8. DFPS Confidential Information**

Confidential information and material may not be discussed, communicated, copied, extracted or used in any manner other than in fulfillment of the contract.

**9. Term of this Contract**

Fill in the effective date of the executed contracting period, the date the contract term begins, as well as the end date for the current period. For contract renewal, ensure the contract will not extend the total contract term beyond 48 months. The start and end dates must correspond with the federal fiscal year, October through September.

**10. Dispute Resolution**

The dispute resolution process shall be used by DFPS and the Contractor to attempt to resolve any claim for breach of contract.

**11. Certification**

DFPS and Contractor must certify that the goods and services being invoiced have been received and accepted.

**Signatures**

The section must be completed prior to contract execution. The appropriate DFPS signature must be obtained as identified in the Signature Authority and Delegation policy. The persons signing and executing this Contract on behalf of the Department and the Contractor, guarantee they have been fully authorized to execute the Contract on behalf of the Department or the Contractor. The parties have executed this Contract on the dates set forth below their signatures.

**Note:** Forms must be uploaded, separately, in HCATS documentation, using a standard naming convention: FFY Contractor Name Form Name Form #

For example: FFY11 Dallas County Interlocal Agreement 9200STAFF  
FFY11 Hamilton County Routing Document 2044ADMIN

## ATTACHMENT I

Contract #530-09-0160-00001  
Lubbock County

October 1, 2021 - September 30, 2022

Number of Child Protective Services Positions Funded: 1

Type of Position Funded: Rainbow Room Volunteer Service Coordinator II

Essential Duties:

### **Job Description:**

The position is responsible for developing community initiatives projects to support Child Protective Services (CPS) program for the Texas Department of Family and Protective Services (DFPS). The position provides consultation, training, leadership, public awareness and education for agency staff and external organizations. The position develops and manages volunteer programs to support agency program and community initiatives and provides supervision for volunteer services and community partnership positions. This position also recruits, trains, and supervises volunteers; maintains a steady volunteer base, tracks volunteer hours, obtains volunteer applications, checks volunteers' references to support the overall operation of the Rainbow Room. The position interacts routinely with DFPS staff including, regional and state office staff, elected officials at local and state levels, community service providers, community/agency boards and project committees, community leaders, volunteers, faith-based organizations, state and non-profit agency staff.

### **Essential Job Functions:**

Develops partnerships with local child welfare boards, community, civic, and professional groups to coordinate, improve and develop resources for funding for prevention and early intervention for DFPS program areas.

Represents the agency on community groups and child welfare board meetings.

Provides consultation, training, leadership, public awareness and education for staff and organizations.

Manage the Rainbow Room. This includes not only volunteer management, but also establishing and maintaining the RR, ensuring the maintenance of inventory and documentation, distributing goods and services to CPS caseworkers, monitoring growth and effectiveness, and forecasting needs.

Prepares monthly reports and special projects involving issues related to the Rainbow Room, on an as needed basis.

Places volunteers and oversees program activities, coordinates the recruitment, selection and training of volunteers for the Rainbow Room.

Works closely with CPoL board to manage fundraisers such as Elf Drive (holiday gift program serving Lubbock County children in DFPS foster homes, RTC's and emergency shelters) and

Strikes for Tykes, annual Rainbow Room fundraiser. Assists and contacts current and potential new donors for event, publicity including media interviews, financial invoices, thank-you's, etc.

Performs other duties as assigned and required to maintain unit operations.

Promotes, monitors and ensures that respect is demonstrated for cultural diversity.

## Attachment

## Estimated Cost Funding: Local Contribution/County Reimbursed Staff (PAC 140) (Baseline Staff)

FY22

Program Area: CPS - Region 1, Lubbock County

		Baseline		71.5%
	FTEs	Cost/FTE	Dollars	County
<b>Salary</b>	<i>Position #00076427</i>			
Staff Salary	1	\$52,045	\$52,045	\$37,228
Longevity	1	\$720	\$720	\$515
Benefit Replacement	0	\$0	\$0	\$0
<b>Total Salaries</b>			\$52,765	\$37,743
<b>Fringe 35.12%</b>			\$18,531	\$13,255
<b>Travel</b>	1	\$4,661	\$4,661	\$3,334
<b>Overhead</b>	1	\$631	\$631	\$451
<b>Cost Pool</b>	1	\$7,486	\$7,486	\$5,355
<b>Furniture</b>	0	\$0	\$0	\$0
<b>Central Fund</b>	1	\$13	\$13	\$9
<b>Computer Set-Up</b>				
Desktop - Ongoing	0	\$0	\$0	\$0
Notebook- Ongoing	0	\$0	\$0	\$0
Tablet PC*- Ongoing	1	\$1,834	\$1,834	\$1,312
<b>Total Computer Set-Up</b>			\$1,834	\$1,312
(insert count of staff for each category)				
*Eligible staff for tablet PCs include: CPS investigation workers, FBSS workers, CVS workers				
<b>IT Set-Up (Telecom and Other)</b>				
Ongoing	1	\$711	\$711	\$509
<b>Other (Specify):</b>				
Cell Phone Agency Issued	1	\$1,047	\$1,047	\$749
Investigator Stipend	0		\$0	\$0
	0		\$0	\$0
	0		\$0	\$0
			\$1,047	\$749
<b>Total</b>			\$87,679	\$62,717

<b>MOF</b>	
<b>Total</b>	\$87,679
<b>County Pay (71.531%)</b>	\$62,717
<b>Federal Match (PRS - 28.469%)</b>	\$24,962
<b>Total</b>	\$87,679

71.5% Participation Rate



**All Contractors/Potential Contractors are required to fill out and submit this form.**Completion of this form designates signature authority for Contractor: Lubbock County

The Contractor may: (1) designate additional signature authority by including the additional signature authority's name and title; or (2) verify that the signature below is the only signature authority designated for contracting with DFPS.

The Contractor understands that there is an ongoing duty to notify DFPS in writing of any change to signature authority during the term of the contract with DFPS. The Contractor verifies that the signature(s) below is a complete, true and correct representation of signature authority.

Honorable Judge Curtis Parrish

Printed Name

Signature of Authorized RepresentativeLubbock County Judge

Title of Authorized Representative

DateLubbock County

Legal Name of Contractor/Potential Contractor

530-09-0160-00001

Contract or Procurement Number

**The Designated Signature Authority as referenced above** has authorized the following person(s) listed below to also approve and sign on the contract functions as indicated. Please note that *both* the printed name and signature is required for each authorized individual.

Printed NameTitleFunctionSignaturePrinted NameTitleFunctionSignaturePrinted NameTitleFunctionSignaturePrinted NameTitleFunctionSignaturePrinted NameTitleFunctionSignaturePrinted NameTitleFunctionSignature

I certify that the person(s) indicated above are designated as "Authorized Official(s)" for the purpose stated and that the signatures are valid. I further understand that it is my responsibility to immediately notify the DFPS in writing of any changes to the above list.

Printed or Typed Name & Title of Contract SignatorySignature