

STATE OF TEXAS §
 §
COUNTY OF ECTOR §

INTERLOCAL AGREEMENT FOR SCHOOL CROSSING GUARDS

THIS AGREEMENT is hereby made and entered into by and between Ector County Independent School District, (“District”), and City of Odessa, a Texas home-rule municipal corporation, (“City”), hereinafter referred to collectively as the “Parties.”

WHEREAS, the Interlocal Cooperation Act, Chapter 791, of the Texas Government Code authorizes governmental entities to enter into local agreements to perform governmental functions and services under the terms thereof; and

WHEREAS, the City has developed and implemented a School Crossing Guard Program (“Program”) through which the District agrees to reimburse the City for certain costs associated with the Program; and

WHEREAS, the District would like to participate in the Program for its school campuses located within the city limits of the City; and

WHEREAS, an Interlocal Agreement between the City and District applying the Program to school campuses within the city limits will promote the Parties’ valid governmental interest in protecting the health, safety, and welfare of children traveling to and from school in the region; and

WHEREAS, that in consideration of the mutual covenants, agreements and benefits of both parties, it is agreed as follows:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

I. SCOPE OF AGREEMENT

The City and District shall fund, administer and operate a program to provide for school crossing guards for public schools of the District within the city limits pursuant to the terms and conditions contained herein.

II. TERM

This Agreement shall be for the period from the time of approval until September 30, 2020, , unless terminated by either party by written notice on or before July 1 of the preceding year. This Agreement may be renewed on a year to year basis, without further action by the respective governing bodies, for a total of three (3) successive years, unless terminated earlier in accordance with the terms of this Agreement.

III. EMPLOYMENT OF SCHOOL CROSSING GUARDS

The City shall assume the following responsibilities and duties:

1. City is solely responsible for the selection, employment, training, supervision, discipline, and termination of School Crossing Guards pursuant to the “Agreement for Crossing Guard Services,” herein referenced and attached as Exhibit ‘A.’ The City may modify the “Agreement for Crossing Guard Services” from time to time when considered by the City to be reasonable and necessary after providing the District with prior written notice.
2. Under no circumstance, shall the School Crossing Guards be considered or construed as being employees of the City of Odessa or the District.
3. The City after consulting with appropriate District officials, shall determine the specific intersections at which those School Crossing Guards shall be assigned. The specific locations may change from year to year based on the District’s annual evaluation of intersections around school campuses.

IV. FUNDING FOR SCHOOL CROSSING GUARDS

The Crossing-Guard Program shall be funded in the following way:

1. At least sixty (60) days prior to the commencement of the City’s or the District’s fiscal year, whichever occurs first, the City Manager and the School Superintendent shall recommend a proposed budget and submit to the City Council and Board of Trustees for approval and appropriation of funds.
 - a) The budget shall include the salaries of the crossing guards, and any similar contractual expenses.

- b) The District agrees to reimburse the City a one-half prorated share of the actual costs expended in the Program for all school campuses located within the city limits of Odessa.
 - c) For any school campuses located outside the city limits, but located in Ector County, the District will pay for 100% of all expenses incurred in advance.
2. The District shall make payments to the City within thirty (30) days after receipt of invoice by the City. The City shall invoice the District annually in November. In the event the District accrues any further financial liability for this Agreement after the November invoice has been sent, the City will invoice for the additional balance in July of the following year.

V.

Each party agrees to waive all claims against, to release, and to hold harmless the other party and its officials, officers, agents, and employees, in both their public and private capacities, for any and all liability, claims, suits, demands, losses, damages, attorney's fees, including all expenses of litigation or settlement, or causes of action that may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement. In the event that a claim is filed, each party is responsible for its proportionate share of liability.

In the execution of this Agreement, the Parties do not waive or intend to waive any immunity or defense available against any claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

VI. NOTICES

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage repaid, addressed to such party. All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change to above address by sending written notice of such change to the other in the manner provided herein.

If to City:

City of Odessa
Attn: City Manager
P.O. Box 4398
Odessa, Texas 79760

With Copy to:

City of Odessa
Attn: City Attorney's Office
P.O. Box 4398
Odessa, Texas 79760

If to District:

Ector County ISD
Attn: Superintendent
P.O. Box 3912
Odessa, Texas 79760-3912

With a Copy to:

Atkins Hollmann Jones Peacock Lewis & Lyon
Attn: Mike Atkins
3800 East 42nd Street, Suite 500
Odessa, Texas 79762

VII. GENERAL CONDITIONS

The following general conditions are approved:

1. Both City and District shall furnish each other with the name, title, address and telephone number of an employee or official who may make administrative decisions on behalf of the City and District regarding the Crossing-Guard Program.
2. **Entire Agreement:** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties relating to matters in this Agreement; and except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the parties.
3. **Legal Relationships:** No term or provision of this Agreement or act of a Party in the performance of this Agreement shall be construed as making a Party, or its employees, the agent, servant, employee or contractor of the other Party
4. **Venue:** If any legal action is necessary to enforce this Agreement, exclusive venue shall lie in Ector County, Texas.
5. **Legal Construction:** In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6. **Assignment:** This Agreement shall be binding upon the parties hereto and their successors and assigns; and, it may not be assigned by any party without the prior written consent of the other.

EXECUTED this the ____ day of _____, 2019.

"DISTRICT"

ECTOR COUNTY INDEPENDENT
SCHOOL DISTRICT

By: _____
Scott Muri, Superintendent

ATTEST:

"CITY"

CITY OF ODESSA

By: _____
Michael Marrero, City Manager

ATTEST:

Norma Aguilar-Grimaldo, City Secretary

APPROVED AS TO FORM:

Gary Landers, Interim City Attorney

(DISTRICT)

STATE OF TEXAS §

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COUNTY OF ECTOR §

This instrument was acknowledged before me on the _____ day of _____, 2019, by Scott Muri, Superintendent, on behalf of Ector County Independent School District.

GIVEN UNDER MY HAND AND SEAL of office this _____ day of _____, A.D., 2019.

Notary Public in and for the State of Texas

(CITY OF ODESSA)

STATE OF TEXAS §

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COUNTY OF ECTOR §

This instrument was acknowledged before me on the _____ day of _____, 20____, by **Michael Marrero**, City Manager of the City of Odessa, Texas, on behalf of the City of Odessa, Texas.

Notary Public in and for the State of Texas