

No. _____



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC Approval of Interlocal Agreement between Webb County and United Independent School

District for Juvenile J.P. Court Coordinators

SUBMITTED BY: Mr. Juan Cruz **OF:** School Attorney

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: July 23, 2008

RECOMMENDATION:

It is recommended that the Board of Trustees approve the of Interlocal Agreement between Webb County and United Independent School District for Juvenile J.P. Court Coordinators.

RATIONALE:

BUDGETARY INFORMATION

BOARD POLICY REFERENCE AND COMPLIANCE:

**INTERLOCAL AGREEMENT
BETWEEN WEBB COUNTY
AND UNITED INDEPENDENT SCHOOL DISTRICT
FOR JUVENILE J.P. COURT COORDINATORS**

This agreement made and entered into by and between Webb County, a political subdivision of the State of Texas, acting through its County Judge as authorized by its Commissioners Court, hereinafter referred to as "County," and the United Independent School District, a political subdivision of the State of Texas, acting by and through its Superintendent as authorized by its School Board, hereinafter referred to as "UISD," pursuant to Chapter 791, Texas Government Code, Interlocal Cooperation Act.

WITNESSETH

WHEREAS, County and UISD are political subdivisions of the State of Texas; and

WHEREAS, County and UISD each perform governmental functions regarding the reduction of school children's unexcused absences from school (truancy); and

WHEREAS, UISD has elected School Attendance Officers pursuant to the Texas Education Code to enforce compulsory attendance laws in order to prevent truancy; and

WHEREAS, said Officers may refer truant pupils to the Justices of the Peace within the county for disposition in an effort to combat truancy in our community; and

WHEREAS, UISD has designated School Attendance Officers to provide additional duties in the area of truancy for the County by serving as Juvenile Court Coordinators for Justices of the Peace, Precinct 2, Place 1, Place 2, and Precinct 4; and

WHEREAS, County and UISD desire to contract to continue to efficiently and effectively provide such governmental services for our community.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits to the parties herein named, it is agreed as follows:

**I.
JUVENILE COURT COORDINATORS**

UISD shall designate one of its School Attendance Officers to serve as Juvenile Court Coordinator for Webb County Justice of the Peace Court Precinct 2, Place 1, the Honorable Ramiro Veliz presiding, Webb County Justice of the Peace Court Precinct 2, Place 2, the Honorable Ricardo Rangel presiding, and one School Attendance Officer to serve as Juvenile Court Coordinator for Webb County Justice of the Peace Court Precinct 4, the Honorable Oscar O. Martinez presiding. Said School Attendance Officers shall be designated to serve the above J.P. Courts for the duration of this Agreement.

II. DUTIES

The Juvenile Court Coordinators selected by UISD hereunder shall perform duties regarding truancy for Justice of the Peace Courts within the boundaries of said school district at the direction of the Justices of said Courts. Said duties shall include but not be limited to:

1. Receiving truancy complaints.
2. Preparing all documentation ~~Issuing any and all required citations~~ truancy summons.
3. Docketing of truancy cases for court.
4. Performing required ~~weekly~~, home and school visits ~~on Thursday and Friday~~ as needed.
5. Performing any and all follow-up visits.
6. Preparing all documents required for a contempt of JP court referral to juvenile probation and prosecution in the county court at law.

~~COUNTY shall advise UISD, in writing, of any additional other than those listed above to Juvenile Court Coordinators.~~ COUNTY shall advise UISD, in writing, of any additional duties other than those listed above to be assigned to Juvenile JP Court Coordinators.

III. CONSIDERATION

In consideration of the providing of the above services by UISD, County shall pay UISD from current funds, one-half of the salary of each Juvenile Court Coordinator for services provided to the J.P. Courts, that is ~~THIRTEEN THOUSAND SEVEN HUNDRED THIRTY EIGHT DOLLARS AND FIFTY CENTS \$13,738.50~~ FIFTEEN THOUSAND ONE HUNDRED NINETEEN AND THIRTY SIX CENTS \$15,119.36 for the Coordinator assigned to J.P. Precinct 2, Place 1, ~~FIFTEEN THOUSAND EIGHT HUNDRED FORTY NINE DOLLARS AND FIFTY CENTS \$15,849.50~~ SEVENTEEN THOUSAND SIX HUNDRED EIGHTY SEVEN AND FIFTEEN CENTS \$17,687.15 for the Coordinators assigned to J. P. Court Precinct 2, Place 2 and ~~SEVENTEEN THOUSAND THIRTY DOLLARS AND FIVE CENTS \$17,030.05~~ EIGHTEEN THOUSAND EIGHT HUNDRED SIXTY SEVEN AND NINETY EIGHT CENTS \$18,867.98 for the Coordinator assigned to J. P. Court Precinct 4, said amounts to be paid in one lump sum to UISD within thirty (30) days of the submission to the Webb County Auditor of a General Request for Payment Form. UISD shall submit concurrently with the General Payment Form a payment to Webb County of TWO HUNDRED DOLLARS (\$200) per Attendance officer to be utilized for supplies for each of the Attendance Officers in their Court work.

IV. TERM OF AGREEMENT

Unless sooner terminated as hereinafter provided, the terms of this Agreement shall commence on September 1, ~~2007~~ 2008, and end on August 31, ~~2008~~ 2009. Either Party may terminate this Agreement, with or without cause, upon thirty (30) days advance written notice by either party.

V. EMPLOYMENT STATUS

It is understood and agreed to by the parties hereunder that the Juvenile Court Coordinators shall at all times be employees of UISD and not employees of County. In this regard UISD shall be responsible for the

performance evaluations of the Officers and may be assisted by the Justices of the Peace in evaluating the performance of the Attendance Officer while under the direction of the respective Justices of the Peace. As employees of UISD, the Juvenile Court Coordinators are immune from liability to the same extent, as all School District employees are immune from liability.

VI. APPLICABLE STANDARDS

In performing the services under this Agreement, County and UISD shall observe and comply with all applicable state laws, rules and regulations affecting the services to be provided hereunder. Court Coordinators are required to use time clock for documentation to account for time worked on behalf of the UISD, including but not limited to, compensatory time balances, non-contract days, and personal leave balances.

VII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties for the services to be provided hereunder, and all other prior negotiations, representations, agreements, and understandings are superseded hereby. No agreement altering or supplementing the terms hereof may be made except by means of written documents(s) signed by the duly authorized representatives of the parties hereto.

VIII. GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights of the parties hereunder shall be governed by the laws of the State of Texas.

IX. NOTICES

Any notice required hereunder shall be in writing and hand delivered or mailed to the respective parties as follows:

TO: WEBB COUNTY
Honorable Ramiro Veliz
Justice of the Peace Precinct 2, Place 1
901 S. Milmo 1st Floor
Laredo, Texas 78046

Honorable Ricardo Rangel
Justice of the Peace Precinct 2, Place 2
901 S. Milmo 2nd Floor
Laredo, Texas 78046

Honorable Oscar O. Martinez
Justice of the Peace, Precinct 4
~~610 Del Mar Blvd.~~ 8501 San Dario
Laredo, Texas 78044 5

TO: UISD
Mr. Roberto J. Santos
Superintendent
United Independent School District
201 Lindenwood Road Drive
Laredo, Texas 78045

X.
PARTIAL INVALIDITY

If any provision, section, subsection, paragraph, sentence, clause, or phrase of this Agreement, or the application of same to any person or set of circumstances, shall, for any reason, be held by a Court of competent jurisdiction to be invalid, or unenforceable, the remaining provisions hereof shall continue in full force and effect.

EXECUTED in duplicate originals this _____ day of August, 2007- 2008.

WEBB COUNTY

UNITED INDEPENDENT
SCHOOL DISTRICT

HONORABLE DANNY VALDEZ
WEBB COUNTY JUDGE

ROBERTO J. SANTOS, Superintendent
United Independent School District

ATTEST:

MARGIE RAMIREZ IBARRA
WEBB COUNTY CLERK

APPROVED AS TO FORM:

HOMERO RAMIREZ
WEBB COUNTY ATTORNEY*

JUAN J. CRUZ
UISD ATTORNEY

*By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).