

STATE OF TEXAS §

COUNTY OF ECTOR §

INTERLOCAL SCHOOL CROSSING GUARD CONTRACT

This agreement made and entered into by and between Ector County Independent School District, hereinafter referred to as “District”, and City of Odessa, hereinafter referred to as “City”,

WITNESSETH:

WHEREAS, the parties desire to administer and to provide funding for school guards for purposed of the safety of school children; and

WHEREAS, the described purpose is a public purpose and the parties are authorized to enter into local agreements to perform governmental functions under the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the consideration to be paid or provided and the public purpose limitations are considered by the parties to be reasonable and fair consideration;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

I.

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.

The City shall assume the following responsibilities and duties:

1. City shall post notice, process contracts, retain and terminate school crossing guards pursuant to the terms and conditions set forth on the attached school crossing guard contract. City may modify the contract from time to time when considered by City to be reasonable and necessary after providing District with prior written notice.

2. City, after consulting with appropriate District officials, shall assign school crossing guards under contract to specific locations and at specific times.
3. City shall keep records and provide for payment of school crossing guards.
4. City shall provide all fiscal services for crossing-guard revenues including any court cost or license fees.

III.

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

1. The City Manager and the School Superintendent will approve a budget for each fiscal year and submit the cost to the City Council and Board of Trustees for appropriation of funds. The budget will include the salaries of the crossing guards, supplies, and any similar contractual expenses. The City and District will then each share the cost of said budget on an equal 50/50 basis for all schools located in the city limits. For schools not located in the city limits, but located in Ector County, District will pay for all expenses incurred under this agreement.
2. District shall make payment to City on a monthly basis within 30 days after receipt of a statement prepared by the City showing for the month the expenses incurred in the performance of this agreement.
3. In determining the monthly cost for each entity on a monthly basis, City shall first use any existing revenues arising from other sources such as court cost or car license fees. Any remaining cost shall be funded on an equal basis by the City and District.
4. Any revenue arising from other sources such as court cost or license fees shall first be applied to the crossing guard program as required by Senate Bill 460 Section 2(f). The City may either deposit any additional money in the interest-bearing account or expend it for programs designed to enhance child safety, health or nutrition, including child abuse prevention and intervention and drug and alcohol abuse prevention. Payment to another program shall require joint approval of the City Council and Board of Trustees.

IV.

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 can make administrative decisions on behalf of the City and District regarding the Crossing-Guard Program.
2. Volunteers who do not accept any payment for services rendered may be retained as school crossing guards under the same terms and conditions as other school crossing guards except that their time will be donated.

V.

This agreement shall be for the period from the time of approval until September 30, 2016; and thereafter, on a year to year basis, unless terminated by written notice on or before July 1 of the preceding year.

EXECUTED this the _____ day of _____, 2015.

"ECISD"
ECTOR COUNTY INDEPENDENT
SCHOOL DISTRICT

By: _____
Thomas J Crowe, Superintendent

ATTEST:

Mary I Franco, Administrative Assistant

"CITY"
CITY OF ODESSA

By: _____
Richard Morton, City Manager

ATTEST:

Norma Aguilar-Grimaldo, City Secretary

APPROVED AS TO FORM:

Larry Long, City Attorney

(ECISD)

STATE OF TEXAS §

COUNTY OF ECTOR §

BEFORE ME, the undersigned authority, on this day personally appeared **Thomas J. Crowe**, Superintendent of Schools, Ector County ISD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity stated, as the act of the said Ector County Independent School District for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, A.D., 2015.

Notary Public in and for the State of Texas

(CITY)

STATE OF TEXAS §

COUNTY OF ECTOR §

BEFORE ME, the undersigned authority, on this day personally appeared **Richard Morton**, City Manager of the City of Odessa, Texas, a municipal corporation of Ector County, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument, an acknowledged to me that the same was the act of the said City of Odessa, a municipal corporation, and that he executed the same as the act of said City of Odessa for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this the ____ day of _____, A.D., 2015.

Notary Public in and for the State of Texas