

STATE OF TEXAS §
COUNTY OF ECTOR §

**THE COUNTY OF ECTOR AND ECISD
SCHOOL ATTENDANCE COURT
INTERLOCAL AGREEMENT**

This Agreement is made and entered into by and between Ector County Independent School District, hereinafter referred to as “ECISD,” and _____, hereinafter referred to as “_____.”

RECITALS

WHEREAS, Chapter 791 of the Government Code of the State of Texas, authorizes interlocal contracts between two governmental entities; and

WHEREAS, the parties to the interlocal agreement are independently authorized to perform the functions or services contemplated by the agreement, and

WHEREAS, the Agreement is to be approved by the governing bodies of each participating entity; and

WHEREAS, the Agreement states the purpose, terms, rights, and duties of the contracting parties; and

WHEREAS, the consideration is an amount that fairly compensates the performing party for the services performed.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual premises, covenants, obligations and benefits in this Agreement, including the above recitals, ECISD and _____ agree as follows:

**I.
SPECIAL PROVISIONS**

- 1.1 **School Attendance Court Program:** _____ agrees to employ, as soon as reasonably possible, either a part-time or full-time School Attendance Court Prosecuting Attorney (as determined by the _____,) full-time municipal court clerk(s), full-time bailiff/warrant officer(s) and a full-time School Attendance Court Municipal Judge to process Failure to Attend School and Parents Contributing to Nonattendance Cases through the Odessa Municipal Court. All the aforementioned personnel shall be supervised exclusively by the _____ and shall be paid a salary and expense that is equivalent to that reflected in the _____ salary

schedule for like employees. The _____ shall also provide a courtroom in which to conduct the school attendance court proceedings and provide the facility and clerks necessary to process the fines that are levied under this program. The Municipal Court adjudicating the School Attendance Court Program cases will maintain the same number of operating hours as other Odessa and County Municipal Courts except that, if justified, the hours may be shifted in the evenings for the benefit of the students, parents, and/or ECISD.

- The Court shall fine the students and parents, and court-orders students to attend school for thirty (30) to ninety (90) (or more) consecutive days with follow-up monitoring by the court (if students do not comply, further adjudication and larger penalties are incurred.)
- The Court shall order students and parents to attend special programs (i.e. parenting classes, alcohol and drug abuse counseling and rehabilitation programs, self-esteem and leadership training and others at the defendant's expense.)
- The Court shall order contempt charges against the parent or student for disobeying court orders.

ECISD shall initially fund the aforementioned program for a total amount of \$275,000 for the 11-month period from October 1, 2005 to August 31, 2006. In succeeding years, the School Attendance Court Program shall be funded a total amount of \$300,000 for the 12-month period from September 1st through August 31st of each program year. The schedule for such School Attendance Court Program shall consist of summoning, arraigning, and if necessary conducting trials and show cause hearings for both students and parents deemed in violation of the state school attendance laws.

- 1.2 **Fines and Fees:** Restrict the use of Fines and Fees. The Fines and Fees associated with the Truancy Program will be segregation by account from all other County accounts. The use of these funds will be only for the agreed upon expense of Truancy Court or for the reduction of ECISD cost in the program.
- 1.3 **Facility:** ECISD will provide a portable office to the County for the Truancy Court Program for office space.
- 1.4 **Billing:** ECISD shall pay the _____ \$25,000 each month for operating the School Attendance Court Program. Such amount shall be paid on or before the fifteenth (15th) of each month. All money shall be sent to: _____, Odessa, Texas, 797___. The _____ agrees to pay to ECISD any revenues arising out of the school attendance cases which are designated by law to be paid to ECISD.

- 1.5 **Term and Termination:** The initial term of this Agreement shall be from October 1, 2005 until July 31, 2006, after which it may be terminated by either party by providing sixty (60) days written notice to the other party. This Agreement shall continue on a month-by-month basis after the initial term until terminated as provided herein.
- 1.6 **Reporting:** _____ shall provide a report detailing the activities of the School Attendance Court Program in a manner mutually agreeable to both parties.

II. GENERAL PROVISIONS

- 2.1 **Venue:** The obligations of the parties to this Agreement are performable in Ector County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Ector County, Texas.
- 2.2 **Legal Construction:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- 2.3 **Assignment:** This Agreement cannot be assigned without the prior written consent of the other party.
- 2.4 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 2.5 **Captions:** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 2.6 **Non-Discriminatory Policy:** Parties agree that as to all of the programs and activities arising out of this Agreement, they shall comply fully with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex or by reason of being disabled.
- 2.7 **Entire Agreement:** This Agreement embodies the complete Agreement of the parties, hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties.

- 2.8 **Force Majeure:** Neither of the parties shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by Force Majeure, which shall mean acts of God, civil riots, floods, and any other cause not reasonably within the control of such party except as herein provided and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome.
- 2.9 **Independent Contractor:** In performing services under this Agreement, the relationship between the parties is that of an independent contractor, and the parties by the execution of this Agreement do not change that independent status. No term or provision of this Agreement or act of a party in the performance of this Agreement shall be construed as making that party or its employees the agents, servants, or employees of the other party or make the project a joint-enterprise.
- 2.10 **Liability:** The liability of the parties, if any, shall be assumed by each party in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the parties under Texas Law, or without waiving any defenses of the parties under Texas Law.
- 2.11 **Interlocal Agreement:** This Agreement shall satisfy any requirements for an Interlocal Agreement and shall rescind and supersede any prior agreements of the parties that are in conflict. Both parties find that the services provided by each party are of equal value and the providing of such services constitutes a fair exchange of consideration.

EXECUTED this the _____ day of _____, 2005.

“ECISD”
 ECTOR COUNTY INDEPENDENT
 SCHOOL DISTRICT

By: _____

ATTEST: _____

“ _____ ”
 THE COUNTY OF ECTOR

By: _____

ATTEST: _____

APPROVED AS TO FORM:

Mike Atkins, ECISD Attorney

(COUNTY)

STATE OF TEXAS §

COUNTY OF ECTOR §

BEFORE ME, the undersigned authority, on this day personally appeared _____, (person's name) know to me (or proved to me on the oath of) _____ or through _____ [description of identity card or other document]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the same in the capacity stated, as the act of the _____ (corporation, partnership, etc.) for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this _____ day of _____, A.D., 200_____.

Notary Public in and for the State of Texas

(ECISD)

STATE OF TEXAS §

COUNTY OF ECTOR §

BEFORE ME, the undersigned authority, on this day personally appeared _____, (person's name) know to me (or proved to me on the oath of) _____ or through _____ [description of identity card or other document]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the same in the capacity stated, as the act of the _____ (corporation, partnership, etc.) for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this _____ day of _____, A.D., 200_____.

Notary Public in and for the State of Texas