



COMMISSIONERS COURT CONTRACT FORM

CONTRACT SUMMARY

Approve and authorize the County Judge to sign the Interlocal Agreement the Socorro Independent School District regarding the Teen Court Program operation for the 2013-2014 school year.

ADDITIONAL BACKGROUND:

FISCAL IMPACT: N/A

PRIOR COURT ACTION:

BASIC CONTRACT DETAILS

CONTRACT NO.: 2013-0181

CONTRACT TITLE: Socorro ISD Teen Court Funding Interlocal

SECOND PARTY: Socorro Independent School District

CONTRACT TYPE: Interlocal Agreement

TERM AND BUDGET DETAILS

TERM: 1 Year

EXTENSION OPTIONS (If Applicable):

EFFECTIVE DATE: July 01, 2013

EXPIRATION DATE (If Applicable): June 30, 2014

EXTENSION DEADLINE DATE (If Applicable):

AMOUNT: \$51,750.00

APPROVALS

COUNTY ATTORNEY APPROVAL

The attached document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

COUNTY ATTORNEY: Rebecca Quinn

LEGAL REVIEW: Approved as to Form as Submitted

LEGAL REVIEW NOTES (If Applicable):

DATE: April 09, 2013

DIRECTOR/DEPARTMENT HEAD APPROVAL

The undersigned hereby certifies that he/she has read the contract, understands and approves the contract terms and conditions and further certifies that the contract conforms to the bid specifications, if any, and acknowledges that he/she is responsible for administering all terms and conditions.

DIRECTOR/DEPARTMENT HEAD/DESIGNEE:

DEPARTMENT CONTACT: Christopherson, Laura

DEPARTMENT: County Attorney

DATE:

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT
FOR TEEN COURT PROGRAM - SOCORRO

This agreement is entered into effective the 1st day of July, 2013, by and between Socorro Independent School District, hereinafter called "SISD", and the County of El Paso, Texas, hereinafter called "County".

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, authorizes Local Governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, such a consolidated effort to establish a Teen Court Program in partnership between the County and SISD, are in the best interest of the public and each party, and that this agreement will increase the effective and efficient functioning of each party, and

WHEREAS, the County and SISD are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into Agreement, and have each entered into this Agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, the County and SISD specify that each party paying for the performance of said functions of government shall make those payments from current revenue available to paying party;

NOW THEREFORE, in consideration of premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

- I. Duties of SISD – SISD will:
 - A. At its sole expense reimburse the County for the Teen Court Program Administrator's salary and benefits in an amount not to exceed \$55,000.00. The salary will be based upon the County's adopted pay scale and may be increased during the term of this agreement if the County grants any COLA or step increase to its employees. The current salary with fringe benefits is \$51,750.00. The County will notify SISD in the event of any pay increase. SISD will remit to the County the Program Administrator's salary, benefits, and expenses on a monthly basis without demand.
 - B. At its sole expense, provide funding for the Teen Court Program

Administrator's reasonably necessary mileage reimbursements and travel expenses, which shall be remitted to the County monthly.

- C. Provide the Teen Court Program and the County Attorney's Office access to school equipment, such as VCR, television, and computer, when such equipment is needed for the operation of the Teen Court Program: Training and Teen Court Trials.
- D. Allow the SISD High School campus(es) to be used as the location for the Teen Court Trials.

II. Duties of County – The County through the County Attorney's Office, will:

- A. Operate the Teen Court Program in compliance with Article 45.052 of the Texas Code of Criminal Procedure, Article 54.032 of the Texas Family Code, and Articles 37.006 and 37.007 of the Texas Education Code.
- B. Maintain a Teen Court Advisory Board, which shall meet on a quarterly basis and monitor the progress of the Teen Court program and its budget. Members of the board shall include, but not be limited to, members/employees of the SISD and the County Attorney's Office.
- C. Establish a hiring committee, as necessary, that shall include representatives of SISD, and the County Attorney's Office to select a person to serve as Teen Court Program Administrator.
- D. Employ and directly supervise the Teen Court Program Administrator.
- E. Provide an office and furniture to be used by the Teen Court Program Administrator. Such office will be located at the County Attorney's Office.
- F. Maintain verify and monitor statistical information as it pertains to the Teen Court Program and its participants, and provide such information to SISD.
- G. Teen Court Program Administrator will communicate with School Principal or designee regarding activities held at their respective campuses.
- H. Teen Court Program Administrator will provide SISD with quarterly program statistics and evaluation.

III. School District Discipline

This Agreement and the establishment of the Teen Court Program shall not affect, modify or limit SISD's obligation and duty to enforce the provisions of Chapter 37, Texas Education Code, applicable Board policies and other applicable state law. A

decision by the Teen Court shall not be binding upon nor affect the imposition of disciplinary measures by SISD as required by applicable state and federal law and Board policy.

IV. Retention of Risk

The County and SISD shall be solely responsible for all acts and omissions of the respective staff and employees of each entity. Each entity shall be liable for such claims and causes of action arising from the acts or omissions of its staff or employees as allowed by applicable law. Neither the County nor SISD shall be liable or responsible for any acts or omissions of the staff or employees of the other.

V. Program Guidelines

The County, SISD and the Teen Court Coordinator have developed and agreed upon written program guidelines and procedures for the Teen Court. These guidelines and procedures shall govern the operations and management of the Teen Court Program.

VI. Term and Termination

This Agreement shall become effective July 1, 2013, regardless of its date of execution, and shall remain in effect until June 30, 2014. The agreement may be terminated by mutual consent of the parties or upon 60 days written notice by either party.

VII. Notice

Notice shall be made to:

To the County: El Paso County Judge
Room 301, County Courthouse
500 E. San Antonio
El Paso, Texas 79901

Copy to: El Paso County Attorney
Room 503, County Courthouse
500 E. San Antonio
El Paso, Texas 79901

To SISD: President, Board of Trustees
Socorro Independent School District
12440 Rojas Dr.
El Paso, Texas 79928-5200

VIII. Miscellaneous

- A. This Agreement is entered into in El Paso County, Texas and venue for the enforcement of this Agreement shall lie in El Paso County, Texas.
- B. This document expresses the entire understanding between the parties and shall not be amended or modified except by written instrument signed by the parties.
- C. This Agreement may not be assigned by either party in whole or in part.
- D. In the event any portion of this Agreement shall be found to be invalid or unenforceable, the remaining terms and conditions shall be severed and shall remain in full force and effect.

WITNESS the following signatures and seals:

Attest:

THE COUNTY OF EL PASO

County Clerk

By: _____
County Judge Veronica Escobar

Attest:

THE COUNTY OF EL PASO

SOCORRO INDEPENDENT
SCHOOL DISTRICT

Secretary

By: _____
(name) _____
(title) _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Assistant County Attorney

Counsel, Socorro ISD