

**INTERLOCAL AGREEMENT
BETWEEN
WEBB COUNTY
AND
LAREDO INDEPENDENT SCHOOL DISTRICT
FOR
JUVENILE J.P. COURT COORDINATOR
JUSTICE COURT PRECINCT 2, PLACE 2**

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 Commissioner's Court, hereinafter referred to as "County", and the Laredo 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 "L.I.S.D." pursuant to Chapter 791, Texas Government Code, Interlocal Cooperation Act.

WITNESSETH

WHEREAS, County and L.I.S.D. are political subdivisions of the State of Texas; and

WHEREAS, County and L.I.S.D. each perform governmental functions regarding the reduction of school children's unexcused absences from school (truancy); and

WHEREAS, L.I.S.D. 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, L.I.S.D. has currently 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 1, Places 1 & 2 and Justice of the Peace Precinct 2; and

WHEREAS, County has created a new Justice Court, Justice of the Peace Precinct 2, Place 2, effective January 1, 2003, and

WHEREAS, County and LISD desire to have a school attendance officer also serve as a Juvenile Court Coordinator for the newly created Justice Court to enforce compulsory attendance laws in said Justice Court; and

WHEREAS, County and L.I.S.D. 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

L.I.S.D. 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 2. Said school Attendance Officer shall be designated to serve the above J.P. Court for the duration of this agreement.

II.
DUTIES

The Juvenile Court Coordinator selected by L.I.S.D. hereunder shall perform duties regarding truancy for Justice of the Peace Court Place 2, Precinct 2 within the boundaries of said school district at the direction of the Justices of said Court. Said duties shall include but not be limited to:

1. Receiving truancy complaints.
2. Issuing any and all required citations.
3. Docketing of truancy cases for court.
4. Performing required weekly, home and school visits on Thursday & Friday.
5. Performing any and all following up visits.

III.
CONSIDERATION

In consideration of the providing of the above services by L.I.S.D., County shall pay L.I.S.D. from current funds, one-half of the salary of the Juvenile Court Coordinator for services provided to the J.P. Court, that is \$3,373.14 for the coordinator assigned to J.P. Court Precinct 2, Place 2 said amount is based on the Coordinator working a 46 calendar days as set by LISD for the duration of this Agreement. Said sum is to be paid in one lump sum to L.I.S.D. within thirty days of the signing of this Agreement.

IV.
TERM OF AGREEMENT

Unless sooner terminated as hereinafter provided, the terms of this agreement shall commence on April 28, 2003 and end June 30, 2003. Either party may terminate this agreement,

with or without cause, upon thirty (30) days advance written notice by either party. In the event of early termination that portion of the funds that have not been used shall be refunded to County.

V.
EMPLOYMENT STATUS

It is understood and agreed to by the parties hereunder that the Juvenile Court Coordinator shall at all times be an employee of L.I.S.D. and not an employees of County.

VI.
APPLICABLE STANDARDS

In performing the services under this agreement, County and L.I.S.D., shall observe and comply with all applicable state laws, rules and/ regulations affecting the services to be provided hereunder.

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 document(s) signed by the duly authorized representatives of the parties hereto. **It is further understood that this Agreement does not invalidate or supersede any agreement County and LISD currently have in place concerning Juvenile Court Coordinators assigned to other Justice Courts in Webb County.**

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
Hon. Ricardo Rangel
Justice of the Peace, Pct. 2, Pl. 2

TO: L.I.S.D.
Ms. Neida Estringel
Executive Director for Human Resources

3710 Loop 20
Building C, Suite Number 3
Laredo, Texas 78046

LISD. Main Office
1702 Houston St.
Laredo, Texas 78040

EXECUTED in duplicate originals this 29th day of May,
2003.

WEBB COUNTY

LAREDO INDEPENDENT SCHOOL DISTRICT

Louis H. Bruni

LOUIS H. BRUNI
WEBB COUNTY JUDGE

Dr. JERRY BARBER,
L.I.S.D. SUPERINTENDENT

PRESIDENT
L.I.S.D. BOARD OF TRUSTEES

ATTEST:

Margie Ramirez Ibarra
MARGIE RAMIREZ IBARRA
WEBB COUNTY CLERK

APPROVED AS TO FORM:

[Signature]
for *[Signature]*
WEBB COUNTY 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).