



MEMORANDUM  
Department of Legal Services

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**TO:** Christie Whitbeck  
Deputy Superintendent

**FROM:** Lynae Vingle, Paralegal  
On behalf of Robert Scamardo, Interim General Counsel

**DATE:** September 9, 2016

**RE:** **Agreement – Fort Bend County Juvenile Probation Board**

Please see the attached original agreement with Fort Bend County Juvenile Probation Board. It has been signed by Kristin Tassin, Board President, and is being forwarded to you for processing. The Department of Legal Services has retained a copy for our file.

If you have any questions, please feel free to contact me at (281) 634-1575.

Thank you.

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT FOR TRUANCY PREVENTION AND INTERVENTION SERVICES  
BETWEEN FORT BEND COUNTY, FORT BEND COUNTY JUVENILE PROBATION BOARD AND  
FORT BEND INDEPENDENT SCHOOL DISTRICT**

This Agreement for Truancy Prevention and Intervention Services is made by and between the **Fort Bend County** ("County"), **Fort Bend County Juvenile Board** ("BOARD") and **Fort Bend Independent School District**, ("FBISD") all governmental entities under the Interlocal Cooperation Act.

**WHEREAS**, a key mission of FBISD is to educate, inspire, and assist FBISD students, families, faculty, and the community through educational intervention, and truancy and dropout prevention;

**WHEREAS**, the Board, by and through the Juvenile Probation Department operates the "Saved by the Bell" program which is a pro-active truancy abatement program in the Fort Bend County area;

**WHEREAS**, the salaries and other expenses for juvenile probation personnel are required to be paid out of the County's general fund, per Section 152.0004 of the Texas Human Resources Code;

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes governmental entities to contract with each other to perform government functions and services which may include governmental functions in which the contracting parties are mutually interested; and

**WHEREAS**, the Texas Code of Criminal Procedure Article 45.056, as amended by House Bill 2398, authorizes a commissioners court, city council, school district board of trustees, juvenile board, or other appropriate authority to permit a county court, justice court, municipal court, school district, juvenile probation department or other appropriate governmental entity to jointly fund the cost of a case manager employed by one governmental entity to provide services to prevent truancy.

In consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

I. Scope of Service

- A. The Board, by and through the Juvenile Probation Department's Saved by the Bell Program shall accept FBISD students referred to the program by a Fort Bend County Justice Court with jurisdiction over truancy conduct.
- B. The Board, by and through the Juvenile Probation Department shall assign six (6) case managers to FBISD for the purposes of:
  - 1. Assisting the Fort Bend County truancy courts in administering the court's juvenile docket and in supervising the court's orders in juvenile cases for FBISD students;
  - 2. Prevention services for FBISD students considered at risk of entering the juvenile justice system; and
  - 3. Intervention services to FBISD juveniles engaged in misconduct before cases are filed, excluding traffic offenses.
- C. County shall allocate funding for the assigned case managers from the general fund to the Juvenile Probation Department Budget, using the County's regular budget process.
- D. Scheduling and the manner in which services are provided by the case managers shall be determined by the Juvenile Probation Department, with reasonable consideration given to programing requests from FBISD.
- E. It is expressly understood and agreed to by the Parties that:
  - 1. The case managers shall be subject to the management and supervision of the Chief Probation Officer in the same manner as all other juvenile probation department employees, even though they may perform their duties on FBISD property. Such control and supervision includes, but is not limited to: hiring, supervision, discipline, and termination of the case managers; and
  - 2. The case managers will not be required to perform any FBISD administrative duties; and
  - 3. The execution of any truancy prevention measures legally required of FBISD is the sole responsibility of FBISD personnel.

II. Duration of Agreement

The term of this Interlocal Agreement will be from the date of execution by the last party through July 30, 2017.

III. Compensation

- A. FBISD shall be obligated to provide funding in the amount of two hundred and forty thousand dollars and 00/100 (\$240,000). Funding from FBISD shall be provided to the Fort Bend County Treasurer on or before December 31 of each year during the term of this Agreement and will be deposited in the Fort Bend County General Fund. Failure of FBISD to provide funding to Board as provided herein may result in the rejection of FBISD students from the Saved by the Bell Program.
- B. The Parties agree that two hundred and forty thousand dollars and 00/100 (\$240,000) is fair compensation for the services or functions performed under the Agreement for the services to be provided and must be from current revenues available to FBISD.

IV. Relationship of Parties

The Parties agree that the case managers, in performing services specified in this agreement, County employees and FBISD shall have no control of their work and the manner in which it is performed. Neither Party, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of the other and neither shall be entitled to participate in any pension or other benefits that the other provides its employees.

V. Notice to Parties

- A. Any notice given hereunder by either party to the other shall be in writing and sent by certified mail, return receipt requested.
- B. Notice to Board shall be sent to:

Fort Bend County Juvenile Board  
ATTN: Chair  
301 Jackson Street  
Richmond, Texas 77469

- C. Notice to County shall be sent to:

Fort Bend County  
Attn: County Judge  
401 Jackson  
Richmond, Texas 77469

- D. Notice to FBISD:

Fort Bend ISD  
Attn: Dawn Carlson  
Director of Student Affairs  
16431 Lexington Boulevard  
Sugar Land, Texas 77479

- E. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

VI. Insurance

- A. FBISD shall furnish certificates of insurance to Board evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of FBISD, name of insurance company, policy number, term of coverage and limits of coverage. FBISD shall cause its insurance companies to provide Board with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. FBISD shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
  - B. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employers' Liability coverage with a limit of not less than \$1,000,000 each employee for Occupational Disease, \$1,000,000 policy limit for Occupational Disease; and Employer's Liability of \$1,000,000 each accident.
  - C. FBISD agrees to maintain General Liability Coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in aggregate and Policy shall include contractual liability coverage.
  - D. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
  - E. Board and the members of the Board shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of FBISD shall contain a waiver of subrogation in favor of Board and members of the Board.
  - F. If required coverage is written on a claims-made basis, FBISD warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

VII. Indemnification

To the extent allowed by law, FBISD agrees to promptly defend, indemnify and hold County and the Board harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of or incident to, concerning or resulting from the negligent or willful act or omissions of the FBISD, its agents, officers, and or employees in the performance of this Agreement.

VIII. Governmental Immunity

It is expressly understood and agreed that in the execution of this Agreement, the Parties hereto do not intend to waive, nor shall be deemed to waive, any immunity or defense at law or in equity, that would otherwise be available to each against claims arising in the exercise of governmental powers and functions, including the defense of governmental immunity.

IX. Miscellaneous Provisions

- A. This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by all parties.
- B. This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas.
- C. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Fort Bend County, Texas.
- D. The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary approvals have been duly passed and approved and are now in full force and effect.
- E. The parties to this Agreement do not intend by this Agreement that any specific third party may obtain a right by virtue of the execution of performance of this Agreement.
- F. In the event that any one or more of the terms, provisions or conditions 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 the other terms, provisions or conditions; and the Agreement shall be construed as if such invalid, illegal, or unenforceable term, provision or condition had never been contained in it.

*Remainder left blank*

*Execution page follows*

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the \_\_\_\_ day of \_\_\_\_\_, 2016.

**FORT BEND COUNTY:**

Attest:

\_\_\_\_\_  
Robert Hebert  
County Judge

\_\_\_\_\_  
Laura Richard, County Clerk

Date: \_\_\_\_\_

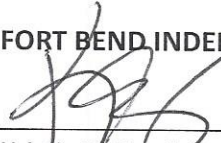
**FORT BEND COUNTY JUVENILE BOARD:**

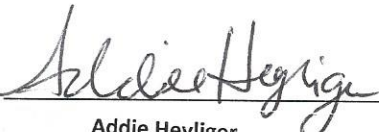
\_\_\_\_\_  
R.H. "Sandy" Bielstein, Chair  
FBC Juvenile Board

Date: \_\_\_\_\_

**FORT BEND INDEPENDENT SCHOOL DISTRICT:**

Attest:

  
\_\_\_\_\_  
Kristin T. Tassin  
President, Board of Trustees

  
\_\_\_\_\_  
Addie Heyliger  
Secretary, Board of Trustees,  
Fort Bend ISD

Date: August 26, 2016

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of \$ \_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this Interlocal Agreement.

\_\_\_\_\_  
Ed Sturdivant, Fort Bend County Auditor