

**INTERLOCAL COOPERATION AGREEMENT BETWEEN ARANSAS COUNTY,
TEXAS, THE CITY OF ROCKPORT, TEXAS, THE TOWN OF FULTON, TEXAS, AND
THE ARANSAS COUNTY INDEPENDENT SCHOOL DISTRICT
FOR JUVENILE CASE MANAGEMENT SERVICES**

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into by and between the **COUNTY OF ARANSAS, TEXAS** (“COUNTY”), the **CITY OF ROCKPORT, TEXAS** (“CITY”), and the **TOWN OF FULTON, TEXAS** (“TOWN”), and **ARANSAS COUNTY INDEPENDENT SCHOOL DISTRICT** (“DISTRICT”) with each sometimes referred to herein as a “Party” or collectively as the “Parties,” and each being political Subdivisions of the State of Texas, acting by and through its duly elected officials, under the terms, authority, and provisions of Chapter 791 of the Government Code of the State of Texas, which authorizes such agreements.

WHEREAS, pursuant to Article 45.056 of the Texas Code of Criminal Procedure, local authorities are authorized to employ juvenile case managers to assist the courts in administering juvenile dockets and ensuring the courts’ orders are followed in juvenile cases; and,

WHEREAS, for the past Ten (10) years, the Parties have collectively funded a Juvenile Case Manager to help children and their families in our communities; and,

WHEREAS, the governing bodies of the COUNTY, CITY, TOWN, and DISTRICT agreed to share the cost for a Juvenile Case Manager and most recently entered into that certain Interlocal Cooperation Agreement County, City, Town – ~~Dispatching Services~~ Juvenile Case Manager on August 18, 2016, which was effective on January 1, 2016; and;

Formatted: Font: Italic

WHEREAS, the Parties desire to enter into a new Agreement as they find that there is a need for a second Juvenile Case Manager and to further update the terms and conditions of the arrangement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated, and in consideration of the benefits that will accrue to the Parties, the receipt and sufficiency of which is hereby acknowledged, Aransas County, Texas, the City of Rockport, Texas, the Town of Fulton, Texas, and Aransas County Independent School District agree to the following:

1. **Purpose.** The purpose of this Agreement is for the Parties to pool resources to ensure that each receives the benefits that come from have Juvenile Case Managers to work with local youth, which benefits all of the citizens of the COUNTY, the CITY, and the TOWN, in addition to the DISTRICT. This Interlocal Cooperation Agreement will result in an arrangement that will provide families with needed resources while decreasing costs and increasing convenience and efficiency for the Parties.
2. **Public Benefit.** The respective governing bodies of each Party finds that the subject of this Agreement is necessary for the benefit of the public; that each Party has the legal authority to perform the duties described herein; that the division of cost fairly compensates the performing Party or Parties, and the performance of this Agreement is in the common interest of all Parties.

3. Juvenile Case Managers. Under this Agreement, the term “Juvenile Case Managers” means individuals who, among other things, monitor, screen, and assess juveniles that have been charged with criminal offenses. Juvenile Case Managers assist with providing services for juvenile offenders who are before courts and they perform job duties that include, but are not necessarily limited to:

- a. Maintain the highest level of confidentiality for juvenile offenders and their families;
- b. Manage and coordinate programs and activities designed to decrease juvenile crime and recidivism through crime prevention, counseling, and detention;
- c. Manage services and activities for juvenile offenders, maintain a list of community service opportunities, and conduct audits of juvenile matters;
- d. Develop, implement, and review goals, objectives, policies, and priorities for juvenile cases;
- e. Serve as a liaison between the courts, juvenile offenders, and parents;
- f. Provide individual assessments of juvenile offenders by considering the child’s home environment; the child’s developmental, psychological, and educational status; the child’s previous involvement in the justice system; and prepares recommendations and referrals to programs;
- g. Investigate and process complaints from juveniles and their families, public and private agencies, attorneys, judges, members of the public, and others, to resolve problems when possible;
- h. Upon request of the court, monitor juvenile attendance records and academic performance to encourage positive academic outcomes;
- i. Utilize computer software to process, retrieve, and disseminate information;
- j. Ensure compliance with State, federal, and local laws;
- k. Work with juvenile offenders and their families by providing them with needed services and information for the successful completion of probation;
- l. Conduct regular school, office, and home visits;
- m. Document all contacts and interactions with juveniles and their families;
- n. Participate in training programs to obtain and/or maintain certifications and to stay abreast with developments in the law.

4. Qualifications for Juvenile Case Manager(s): In order to qualify to apply for a position as a Juvenile Case Manager, the following requirements may include, but will not necessarily be limited to, the following:

- a. *Age Requirement.* Candidates must be at least Twenty-One (21) years old;
- b. *Driver's License.* Possession of a valid Texas Driver's License is required;
- c. *Pre-Hiring Requirements.* Must be able to pass a pre-hire background check, physical, and drug screening;
- d. *Communication and Computer Skills.* Oral and written communication is an integral part of this position. Candidates should be well versed in grammar, punctuation, and spelling. Computers are used regularly in performing job duties. Familiarity with computers and experience conducting research is required. A typing speed of at least thirty-five words per minute (35 wpm) is also required.
- e. *Minimum Education and Experience.* Juvenile Case Managers must have completed at least sixty (60) college credit hours, or possess an Associate's degree, from an accredited college or university while working toward a degree in Criminal Justice, Sociology, Psychology, Social Work, Education, or related fields of study. In lieu of college credit, employment, or volunteer experience in adult corrections, juvenile probation, and other types of community-based programs may be substituted.

Preferred Qualifications and Skills.

- f. *Preferred Education and Experience.* A Bachelor's degree in a Social or Behavioral Science such as Social Work, Sociology, Psychology, Counseling, Education, or Criminal Justice; and/or have (4) years of increasingly responsible experience in social services, community corrections, or juvenile services, included at least one (1) year of management experience such as lead or supervisor.
- g. *Preferred Licenses.* Preference may be given to those who possess a license for Social Worker (LSW); or Professional Counselor (LPC); or Marriage and Family Therapist.
- h. *Legal Knowledge.* Preference may be given to those who have knowledge and experience related to court and legal procedures, applicable laws and regulations, and legal research methods;
- i. *Language.* Bilingual (English and Spanish) candidates are preferred.

5. Term. This Agreement shall be in effect beginning on January 1, 2023, and ending on December 31, 2024 (the "Initial Term"). Thereafter, this Agreement shall be automatically renewed for two (2) successive one (1) year periods beginning on January 1, 2025 (the "Second Term") and on January 1, 2026 (the "Third Term") unless any Party terminates this Agreement by notifying the other Parties, in writing, of its desire to terminate this Agreement at least One Hundred and Eighty (180) days in advance of the scheduled renewal date. The term of this Agreement shall expire on December 31, 2026, unless terminated prior to that date or extended by the Parties.

6. Communications Annual Budget, Invoicing, and Pro Rata Share of Costs:

- a. *Number of Juvenile Case Managers.* The Parties agree that two (2) Juvenile Case Managers are needed to assist children and their families.
- b. *Budget/Annual Contributions.* In exchange Juvenile Case Managers to provide services for the Parties, the Parties agree to fund the Program as follows:

For 2023:

Entity	Percentage Share	Additional Expenses	Total Annual Contribution (not to exceed)
Aransas County	30% or up to \$43,000	\$7,000.00 for vehicle	\$50,000.00
City of Rockport	30% up to \$30,000		\$30,000.00
Town of Fulton	10% up to \$10,000		\$10,000.00
ACISD	30% up to \$30,000	\$7,000.00 for vehicle	\$37,000.00

For 2024 and Beyond:

Entity	Percentage Share	Additional Expenses	Total Annual Contribution (not to exceed)
Aransas County	30% or up to \$43,000		\$43,000.00
City of Rockport	30% up to \$30,000	**	\$30,000.00
Town of Fulton	10% up to \$10,000		\$10,000.00
ACISD	30% up to \$30,000		\$30,000.00

** *The City of Rockport has shared that it intends to include \$7,000.00 in its 2024 budget to assist with paying for vehicle(s).*

- c. *Budget Amendments.* Any amendments to the budget during the budget calendar year must be approved by all Four (4) Parties before any changes can be made to monthly invoices.
- d. *Vehicle.* The Parties understand that Juvenile Case Managers are often working outside of the office and need safe and reliable transportation. COUNTY and ACISD have agreed to contribute additional funds for 2023 to assist in acquiring another vehicle for the Program. As noted above, the City of Rockport has shared that it intends to include funds in the 2024 budget to help pay for said vehicles.
- e. *Invoices and Payments.* Invoices to the Parties shall be submitted by the 15th of each month for the prior month and payment must be made within thirty (30) days from the date of receipt of the invoice.
- f. *Pro Rata Share.* The costs associated with Juvenile Case Management Services shall be shared among the Parties on a pro rata basis. For the purposes of this Agreement, “Pro Rata Share” means the proportional share of costs based on the agreed upon figures described herein.

g. Calculation of Pro Rata Share. The Pro Rata Share for each Party shall be determined by reviewing total cost of the Program and dividing the costs for Juvenile Case Managers by the percentages listed herein, up to the maximum contribution listed for each Party.

7. Payments from Current Revenues and Notice of Non-Appropriation. Any Party paying for the performance of governmental functions or services must make those payments from current revenues. If at any time a Party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such Party shall provide a minimum of thirty (30) days' notice of its failure to appropriate and, if applicable, its subsequent need to terminate this Agreement.

8. COUNTY Employee; No Joint Employment. The Parties agree that any Juvenile Case Manager hired under this agreement shall be an employee of COUNTY and as such, the hiring, firing, discipline, promotion, benefits, and duties shall fall to COUNTY. As COUNTY employees, they will be remunerated based on the payroll and benefits policies of COUNTY and required to comply with policies and procedures that apply to all COUNTY employees. No joint employment is created by this Agreement.

9. Labor and Employment Expenses. The Juvenile Case Managers shall be employees of the COUNTY. The COUNTY shall perform all necessary duties as the employer. COUNTY has a responsibility to request an increase in budget for these positions when costs for labor and employment increase in order to share such increased costs among the Parties (i.e. an increase in the COUNTY'S annual budget for such staffing does not result in an automatic increase in the amount of funds the CITY, TOWN, and DISTRICT contribute).

10. COUNTY'S Rights and Duties:

a. The COUNTY will invoice CITY, TOWN, and DISTRICT on a monthly basis for their Pro Rata Share of expenses for the Juvenile Case Managers;

b. The Juvenile Case Managers will be COUNTY employees and, as such, will have the sole responsibility for hiring, termination, discipline, promotion, conditions of employment, and all other matters related to such employment.

11. CITY'S Rights and Duties. COUNTY will invoice CITY on a monthly basis for their Pro Rata Share of expenses and the CITY will pay the invoices according to the terms set forth herein.

12. TOWN'S Rights and Duties. COUNTY will invoice TOWN on a monthly basis for their Pro Rata Share of expenses and the TOWN will pay the invoices according to the terms set forth herein.

13. DISTRICT'S Rights and Duties. COUNTY will invoice DISTRICT on a monthly basis for their Pro Rata Share of expenses and the DISTRICT will pay the invoices according to the terms set forth herein.

14. Notices. Whenever a notice is required to be given in writing under the terms of this Agreement, such notices shall either be hand-delivered or mailed via certified mail, return receipt requested, to the Parties at the following addresses:

COUNTY: County Judge 2840 HWY 35N <u>Bypass</u> Rockport, TX 78382	CITY: City Manager 622 E. Market Street 2751 SH 35 Rockport, TX 78382
TOWN: Mayor P.O. Box 1130 Fulton, TX 78358	DISTRICT: School Board President P.O. Box 907 Rockport, TX 78381

Any Party may change the address for notices by giving written notice to the other Parties in the manner described herein. It shall be the duty of each entity's representative to disseminate within their respective entity all notices, communications, and reports received from the other Parties.

15. Termination upon Default. Any Party may seek termination of this Agreement upon the default of another Party or Parties. Should default, as defined herein, occur, the Party or Parties affected by such default shall have the right to terminate this Agreement as of the Thirtieth (30th) day after the defaulting Party received written notice of such default. If it is possible to cure the default, the defaulting Party shall have thirty (30) days to cure default. Default shall occur if:

- a. COUNTY fails to employ Juvenile Case Managers or fails to observe and comply with the terms and conditions of this Agreement;
- b. If CITY, TOWN, or DISTRICT fails to timely remit payment for its respective Pro Rata share of expenses;
- c. If a Party is in default of this Agreement and it fails, without just cause and advance notice to the COUNTY, to pay the Subsidy contemplated in this Agreement pursuant to the terms herein, COUNTY shall provide notice to all Parties of such default. Upon notification from COUNTY, all Parties will schedule a meeting between authorized representatives for each Party within ten (10) days.
- d. In the event that the Parties find that this Agreement is no longer in the best interest of their constituents, the Parties may choose to terminate this Agreement and/or to renegotiate its terms.

16. Non-Wavier of Rights or Remedies. Failure of any Party to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance, shall not be considered a waiver of the right to insist on strict compliance and performance, to enforce this Agreement by any appropriate remedy, or to exercise any right or remedy occurring as a result of any other default or breach.

17. Requests for Information. Requests from one Party to another Party for information concerning this Agreement shall be honored in a timely manner and shall not require the submission of a formal Public Information Act request for open records.

18. Indemnification and Tort Claim Act:

a. To the extent allowed by law, the COUNTY agrees to promptly defend, indemnify, and hold the CITY, TOWN and DISTRICT harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to or the loss of property of any person; and or (b) the 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 omission of the COUNTY, its agents, officers, and/or employees in the performance of duties pursuant to this Agreement.

b. To the extent allowed by law, the CITY agrees to promptly defend, indemnify, and hold the COUNTY, TOWN, and DISTRICT harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to or the loss of property of any person; and or (b) the 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 omission of the CITY, its agents, officers, and/or employees in the performance of duties pursuant to this Agreement.

c. To the extent allowed by law, the TOWN agrees to promptly defend, indemnify, and hold the COUNTY, CITY, and DISTRICT harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to or the loss of property of any person; and or (b) the 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 omission of the TOWN, its agents, officers, and/or employees in the performance of duties pursuant to this Agreement.

d. To the extent allowed by law, the DISTRICT agrees to promptly defend, indemnify, and hold the COUNTY, CITY, and TOWN harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to or the loss of property of any person; and or (b) the 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 omission of the DISTRICT, its agents, officers, and/or employees in the performance of duties pursuant to this Agreement.

e. Nothing in this Agreement shall be construed to waive, partially or in full, any immunities the Parties may have under the Texas Tort Claim Act or other laws.

19. Non-Discrimination. The Parties covenant that (1) no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Agreement on the ground of race, color, age, sex, handicap, or national origin; and (2) in carrying out the terms and conditions of this Agreement, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.

20. Interpretation of Law, Assignment, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. No assignment of this agreement or any right accrued hereunder shall be made, in whole or in part, by any Party without the prior written consent of the other Parties. Venue shall be in Aransas County, Texas.

21. Integration and Amendments. This Agreement constitutes the entire agreement between the Parties and may not be amended, altered, modified, or changed in any way, except in writing that is signed by the Parties, which specifically references this Agreement. There are no other agreements, representations, warranties, whether oral or written, regarding the subject matter of this Agreement. Any amendment to this Agreement shall be attached to this Agreement and all of the terms herein that are not specifically address in the amendment shall remain in full force and effect.

22. No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confer upon any person or entity, other than the Parties hereto, any rights or remedies under the terms of this Agreement, except as expressly stated herein.

23. Severability. If any one or more of the sections, sentences, clauses, or parts of this Agreement be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Agreement.

24. Bargaining. The Parties have each had the opportunity to seek independent legal counsel before entering into this Agreement. The language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

25. Counterparts. This Agreement may be executed in any number of counterparts and when each Party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Agreement shall not be binding upon the Parties until signed by all Parties.

26. Authorization. The undersigned officers and/or agents of the respective Party hereto are the properly authorized officials of the Party and have the necessary authority to execute this Agreement on behalf of the Parties hereto. Each Party certifies by signing below that any necessary actions and resolutions extending such authority have been duly passed and approved and are currently in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year last written below.

PASSED AND APPROVED BY ARANSAS COUNTY COMMISSIONERS COURT
on the ____ day of _____, 2022.

ATTEST:

“COUNTY”
ARANSAS COUNTY:

Carrie Arrington, County Clerk

C.H. “Burt” Mills, Jr., County Judge

*Juvenile Case Managers
2022 Interlocal Cooperation Agreement*

PASSED AND APPROVED BY ROCKPORT CITY COUNCIL on the ____ day of _____, 2022.

ATTEST:

“CITY”
CITY OF ROCKPORT:

Teresa Valdez, City Secretary

Lowell “Tim” Jayroe, Mayor

ADDITIONAL SIGNATURE ~~PAGE FOLLOWS~~ PAGES FOLLOW

PASSED AND APPROVED BY FULTON TOWN COUNCIL on the _____ day of _____, 2022.

ATTEST:

“TOWN”
TOWN OF FULTON:

Stephanie Garcia, Town Secretary

Kelli Cole, Mayor

ADDITIONAL SIGNATURE PAGE FOLLOWS

PASSED AND APPROVED BY ARANSAS COUNTY INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES on the _____ day of _____, 2022.

ATTEST:

“DISTRICT”
Aransas County Independent School District

Bonni Randall, Secretary

Kenny Cruzan, President