

County of Johnson  
State of Texas

**COPY**

**Inter-Local Agreement**  
**Cleburne ISD and County of Johnson**  
**Truancy Program (A.S.A.P.)**

This agreement is made on the date of the last party's signature to this agreement and is between the County of Johnson, Texas hereinafter referred to as the "County" and the Cleburne Independent School District, hereinafter referred to as "District". The County and the District make the following findings in entering into this Agreement.

**Whereas**, this agreement is made pursuant to the authority of Section 791.001 et seq of the Texas Government Code; and

**Whereas**, the expense of any payments or performance required by this agreement shall come from current revenues legally available to the parties; and

**Whereas**, the subject of this contract is necessary for the public benefit and each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this agreement and

**Whereas**, the parties find that the performance of this agreement is in the common interest of both parties.

For and in consideration of the terms set forth below, the Parties enter into this Agreement:

**I.**

The County, through the office of Constable, will provide the following services and conduct the following activities:

1. The Constable's Office, by and through its Deputies ("ASAP Officers") will deliver papers provided by the District to person(s) whom the District determines are in need of services regarding truancy from District schools.
2. The Constable's Office will deliver the District's papers in person; and
3. The Constable's Office will provide a report to the District of the outcome of visits with these persons.

**II.**

It is expressly understood and agreed that ASAP deputies of the Constable shall be subject to the control and supervision of the Constable to the same extent as other deputies and that such ASAP deputies shall have no duty or obligation to the District other than those duties which the deputies have to the public generally.

### III.

The District shall provide to the Constable's office:

1. Correct papers with the last known addresses for each delivery requested of the ASAP Deputy to the Constable's Office.
2. At each school, a staff contact member to serve as a liaison with the ASAP Deputies regarding this project.
3. Timothy Miller, Assistant Superintendent for Educational Programs will act as the District liaison with the Constable's office.

### IV.

The District agrees to pay County the amount of \$125,802.00 for two ASAP Deputies, to be paid in one lump sum not later than 30 days after the date of execution of the Agreement by the last party to execute the Agreement. With the funds received from the District, the County will provide salary, workers compensation, sick leave, health insurance, payroll taxes, retirement, vacation, travel and training to the ASAP Deputies assigned to the District.

However, any Officer who works more than 171 hours in a 28 day work period (or the ratio thereof as applied to other Constable's Office sworn peace officers) will be paid for the hours worked in excess of said 171 hours at a rate of 1.5 times such officers hourly rate. Such hourly rate shall be computed by taking the annual salary of such officer and dividing it by 2080 (hours per year) to determine the "hourly" rate of pay for hours worked beyond 171 hours in a 28 day period. The County will pay all "overtime". The District will reimburse the County for the cost of overtime payments made as a result of work performed on behalf of District. In the event a portion of a deputies compensable work time during a 28 day period is NOT performance of work for the District, then the District shall only be liable for wages or salary for hours worked on behalf of District in excess of the first 171 hours worked for the District in the 28 day period.

### V.

Johnson County may increase the rate of pay for all County employees or certain classes or groups of County employees in the annual budget process wherein salaries are set and pay rates established for Johnson County employees. School shall, in addition to its portion of funds otherwise provided herein for the salary of the ASAP Deputy, provide such additional funds as are necessary to pay any salary increases that Johnson County may enact that would be applicable to an employee such as the ASAP Deputy.

### VI.

Notwithstanding any other provision of this agreement, at such times of the year as school is not in session or the school is not engaging in functions which require the services of the ASAP Deputy on behalf of the school, the ASAP Deputy shall perform such other law enforcement duties or services as the Constable of Johnson County may require.

#### VII.

Vehicle and equipment maintenance will be provided by the Precinct 1 Constable's Office. The Precinct 1 Constable's office will provide a cellular telephone and associated service for the use of each ASAP Deputy. The district agrees to provide a secure office for the ASAP Deputies, a secure filing cabinet, and a computer for reporting requirements.

#### VIII.

This Agreement shall remain in effect from September 1, 2009 to August 31, 2010 subject to the provisions set forth below. However, under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Funds are acquired and appropriated annually for expenses of the County. Continuation of this contract is subject to the appropriation of funds by the State of Texas and / or the County Commissioners for each annual budget. In the event that the State of Texas or the Commissioner's Court does not appropriate funds for the services described in this contract then the terms and provisions of this contract requiring further provision of services or personnel by Johnson County are null and void and the exclusive remedy of Cleburne ISD is the termination of the agreement. It is expressly understood and agreed that employment of the ASAP Deputy constable shall cease on the date which the inter-local agreement is terminated.

#### IX.

The ASAP Deputy assigned to the District campus will report to duty for an eight hour work day. The duty hours of the ASAP Deputy will be according to the needs of the District. The assigned hours will apply to the days that schools are in session unless previous arrangements are made and approved by the Johnson County Constable's Office and the designated school officials. The uniqueness in the duties of the ASAP Deputy may require adjustment of hours or varied hours that may be in the best interest of the program.

#### X.

Annually, the designated principals of the District shall provide a written evaluation to the ASAP Deputy Constables concerning the ASAP Program including the ASAP Deputies performance. This information shall be reflected in the annual evaluation of the individual ASAP Deputy. The annual evaluation will be completed by the ASAP Supervisor or the ASAP Administrator.

**XI.**

1. It is expressly understood and agreed that the period or term of this Agreement may be terminated without cause at any time by either party by giving to the other party at least (30) thirty days advanced written notice of it's intention to do so, specifying therein the effective date of such termination.
2. Notice to the County shall be accomplished by certified mail to the Johnson County Judge, 2 North Main Street, Cleburne, Texas 76033. Likewise notice to the District shall be accomplished by certified mail to the Superintendent at 505 North Ridgeway, Suite 100, Cleburne, Texas 76033.

**XII.**

It is understood and agreed that the office of the Constable is that of an independent elected official and neither the Constable, Johnson County, nor any of its employees, agents or assignees, shall be deemed for any purposes to be employees of the District. The Constable's Office assumes full responsibility for the actions of Johnson County personnel and volunteers while performing any services incident to this Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers compensation, disability benefits and like requirements.

**XIII.**

The District and County agree that any personal property purchased by County with funds provided by District shall be the personal property owned by County.

**XIV.**

This Agreement is made in Texas and shall be construed, interpreted and governed by the law of such state. The parties consent to the jurisdiction and venue of the courts of Johnson County, Texas for any action under this agreement.

**XV.**

The term of this Agreement represents the 2009 – 2010 school year.

By entering into this Agreement the parties do not intend to create any rights or obligations other than those specifically set forth herein and this Agreement shall not create rights in persons not party to this Agreement.

The signatures to this agreement warrant that each has the authority to enter into this agreement on behalf of the entity they represent.

Cleburne Independent School District

By: [Signature]  
Authorized Representative of  
Cleburne Independent School District

Date: 11/9/09

County of Johnson, Texas

By: [Signature]  
Roger Harmon, County Judge

Date: 11-9-09



Attest:  
County Clerk

Approved:

[Signature]  
Bill Pearce, Constable, Precinct One

Date: 11/09/09