

STATE OF TEXAS §
OF EL PASO COUNTY §

**INTERLOCAL AGREEMENT FOR
LEGAL SERVICES BETWEEN EL PASO
COUNTY ON BEHALF OF THE EL PASO
COUNTY ATTORNEY AND THE EL PASO
COUNTY JUVENILE BOARD**

This Agreement is made and entered into this 2nd day of March, 2009, by and between the County of El Paso, hereinafter referred to as "County", with the agreement, consent, and participation of the El Paso County Attorney, hereinafter referred to as the "County Attorney", and the El Paso County Juvenile Board, hereinafter referred to as "Board", under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code.

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, the County and the Board are local governments as defined in Texas Government Code, Section 791.003(4) and have the authority to enter into this 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 the Board recognize that a consolidated effort in the coordination of legal services will result in a significant cost savings and is in the best interest of the citizens of the County of El Paso; and

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

NOW THEREFORE, in consideration of the terms and conditions herein which fairly compensate the performing party, it is mutually agreed as follows:

1. PURPOSE OF AGREEMENT.

The purpose of this Agreement is to establish the terms and conditions whereby the County Attorney shall provide legal services to the Juvenile Board and JPD.

2. DUTIES OF THE COUNTY ATTORNEY.

- 2.1 The County Attorney, by and through a designated Assistant County Attorney, will provide legal representation in civil litigation, administrative, and general counsel matters.
- 2.2 The scope of representation will include legal advice and representation in all civil litigation, administrative, and general counsel matters referred by the Board and the Juvenile Probation Department to the County Attorney.
- 2.3 As between the Board and the El Paso County Juvenile Probation Department, the Board is the primary client and beneficiary of County Attorney legal services; however, the County Attorney's Office will provide additional legal services to the El Paso County Juvenile Probation Department as needed; and
- 2.4 The County Attorney will provide all necessary continuing legal education, law books, and necessary legal supervision of the assigned attorney.

3. DUTIES OF THE EL PASO COUNTY JUVENILE BOARD.

- 3.1 The Board shall provide sufficient funds to the County for the services rendered under this agreement by transferring funds from the Juvenile Probation Department budget to the budget of the County of El Paso.
- 3.2 The Board shall reimburse the County for a Senior Trial Attorney (Grade 2 - Level 11) with salary increases pursuant to the El Paso County Attorney Salary Plan. Such reimbursement shall include fringe benefits. The salary for the first year beginning on March 8, 2009 is attached as Attachment A.
- 3.3 The Board shall provide adequate office space and equipment, to include computer equipment, for the Assistant County Attorney at the Juvenile Probation Department located at 6400 Delta Drive El Paso, Texas 79905.
- 3.4 The Board shall provide appropriate support staff dedicated 100% to the Assistant County Attorney. Such support staff shall remain at the level currently existing in the JPD legal office.

4. CONSIDERATION AND PAYMENT.

The Board shall reimburse the County for the actual cost of salaries and benefits for one Senior Trial Assistant County Attorney (Grade 2-Level 11), according to the El Paso County attorney salary plan (and as it may be modified each fiscal year by step increases and cost of living increases within the discretion of the County), during the term of this Agreement. The El Paso County Juvenile Board shall remit the full amount of the payment

TO THE COUNTY ATTORNEY: El Paso County Attorney
500 E. San Antonio, Suite 503
El Paso, Texas 79901

TO THE EL PASO COUNTY JUVENILE BOARD: Honorable Yahara Lisa Gutierrez
65th District Court Judge
500 E. San Antonio, Suite 1105
El Paso, Texas 79901

8. MISCELLANEOUS.

8.1 Beyond the consideration provided for herein, each party shall bear its own cost of participation in this Agreement.

8.2 For the purpose of determining the place of contract and the law governing same, this Agreement is entered into in the County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

8.3 This agreement may not be assigned by any party in whole or in part.

8.4 In the event that 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.

8.5 All persons that are signatories to this Agreement represent that they have authority to enter into this Agreement and bind their respective organizations thereto.

8.6 This writing constitutes and expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by both/all parties.

IN WITNESS WHEREOF this Agreement has been executed on behalf of the County of El Paso, the El Paso County Attorney, and the El Paso County Juvenile Board in the manner provided by law.

ATTEST

County Clerk

THE COUNTY OF EL PASO

By _____
County Judge Anthony Cobos
Date: March 2, 2009

ATTEST

Board Secretary

THE EL PASO COUNTY JUVENILE BOARD

By _____
Judge, 65th District Court
Date: February 25, 2009

APPROVED AS TO FORM:

EL PASO COUNTY ATTORNEY

Assistant County Attorney

José R. Rodríguez

Date: _____

2/17/2009

SALARY SHEET FOR KITTY SCHILD

Senior Trial Attorney 2-11

\$111,879.27

TYPE OF EXPENDITURE	DETAIL	COST PER PAY PERIOD	22 PAY PERIODS TO BE AFFECTED IN CURRENT FY	
			FY 2009	March 2009-Sept. 2009 IMPACT BUDGET

SALARY:

SALARIES-FULL TIME, REGULAR

\$4,303	22.0	\$94,666
0	22.0	\$0
0	22.0	\$0
TOTAL SALARY:		\$94,666

FRINGE:

SOCIAL SECURITY

Multiply total salary impact by 7.65% \$278.54 22.0 \$7,242

RETIREMENT

Multiply total salary impact by 11.36% \$413.65 22.0 10,755

INSURANCE-LIFE

\$0.96 per person per pay period (full time permanent only) \$0.96 22.0 25

INSURANCE-HEALTH/DENTAL

\$169.93 person + Family per pay period (full time permanent only) (core plan) \$169.93 22.0 3,739

INSURANCE-WORKERS' COMP

Multiply by appropriate rate (varies by position) 0.47% for clerical positions \$17.12 22.0 445

INSURANCE-UNEMPLOYMENT

Multiply total salary impact by 0.38% for fiscal year 2007 \$13.85 22.0 360

TOTAL FRINGE: \$894.04

TOTAL OTHER: \$22,566

TOTAL IMPACT: \$5,197.04

TOTAL IMPACT: \$117,232