

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

**INTERLOCAL AGREEMENT
FOR SCHOOL RESOURCE OFFICER PROGRAM
BETWEEN
ROUND ROCK ISD
&
WILLIAMSON COUNTY SHERIFF’S OFFICE
(SCHOOL YEAR 2018/2019)**

This INTERLOCAL AGREEMENT FOR SCHOOL RESOURCE OFFICER PROGRAM (hereinafter, the “Agreement”) is entered into by and between the Round Rock Independent School District (hereinafter, “DISTRICT”) a school district that spans the boundaries of at least four (4) law enforcement jurisdictions in the State of Texas, and includes but is not limited to Williamson County, Texas (hereinafter, “COUNTY”) a political subdivision of the State of Texas, and the Williamson County Sheriff’s Office (hereinafter, “SHERIFF’S OFFICE”) for the purpose of providing a Law Enforcement School Resource Officers (hereinafter “SRO”).

WHEREAS the COUNTY, the SHERIFF’S OFFICE and the DISTRICT are authorized to enter into this Agreement pursuant to § 791.001 *et. seq* of the Texas Government Code, also known as the Interlocal Cooperation Act, and as permitted in § 21.483 of the Texas Education Code;

WHEREAS the COUNTY and the SHERIFF’S OFFICE are given authority by the laws of the State of Texas to hire and commission law enforcement officers;

WHEREAS the DISTRICT has identified certain safety needs and therefore desires to have a full-time law enforcement officers on its campuses as deemed necessary, including but not limited to during instructional and teacher in-service hours;

WHEREAS the DISTRICT, the COUNTY and a prior administration of the SHERIFF’S OFFICE were parties to an Interlocal Agreement for Law Enforcement School Resource Officers Program, which had been in place for several years;

WHEREAS the DISTRICT, the COUNTY and the current administration of the SHERIFF’S OFFICE have recently been in discussions about the need to change the

prior Interlocal Agreement for Law Enforcement School Resource Officers Program with the COUNTY;

WHEREAS the DISTRICT, the COUNTY and the SHERIFF'S OFFICE desire to enter into a Law Enforcement School Resource Officers Program on the campus(es) of the Round Rock Independent School District for the 2018/2019 school year, as long as staffing needs allow;

WHEREAS, at this time it is considered to be cost effective and in the public interest for the DISTRICT, the COUNTY and the SHERIFF'S OFFICE to enter into this Agreement;

NOW THEREFORE in consideration of the foregoing recitals and the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Service: The SHERIFF'S OFFICE shall select and assign certified law enforcement officers to serve as the Law Enforcement School Resource Officers within the DISTRICT campuses located within the law enforcement jurisdiction of the Williamson County's SHERIFF'S OFFICE for DISTRICT. Specifically, SHERIFF'S OFFICE shall provide two (2) Deputies at McNeil High School, two (2) Deputies at Westwood High School, one (1) Deputy at Cedar Valley Middle School, one (1) Deputy at Deer Park, one (1) Deputy at Grisham Middle School, one (1) Deputy at Walsh Ranch Middle School, one (1) To Be Determined Between the Parties and one (1) Sergeant to supervise and assist the assigned deputies, during the regularly scheduled school sessions to perform the duties as herein set forth.

A) SRO's shall be present on their assigned campus for the entire school day, unless a public emergency or mandatory training event occurs. If it is necessary for the SRO to be off campus for required training that cannot be otherwise scheduled, SHERIFF'S OFFICE will use its best efforts to provide a trained and qualified substitute SRO for the campus.

2. Training & Oversight: The SHERIFF'S OFFICE shall be responsible for all, management, training and disciplinary actions of the Law Enforcement School Resource Officers. DISTRICT shall reimburse COUNTY for any training necessary for the deputies involved in the service provided hereunder.

3. Scheduling: The SHERIFF'S OFFICE agrees to set the schedule of the Law Enforcement School Resource Officers to coincide as closely as possible with the DISTRICT's instructional and in-service calendar. The SHERIFF'S OFFICE agrees to provide the DISTRICT'S representative with notice, as soon as possible whenever an SRO will NOT be scheduled to coincide with the DISTRICT'S instructional and in-

service calendar. If an SRO will be off campus for any reason not listed above and no substitute is available, the SHERIFF'S OFFICE will notify RRISD as soon as possible upon learning of the vacancy, and the Parties will use best efforts to arrive at a mutually acceptable solution for the day or days so affected. During periods when school is not in session during usual business hours, Law Enforcement School Resource Officers will be working or training under the control of and for the SHERIFF'S OFFICE.

4. Salaries & Benefits: The COUNTY shall be responsible for providing salary and benefits, including, uniforms and equipment for the Law Enforcement School Resource Officers and the DISTRICT reimburse COUNTY for such annual salary and benefits, uniforms and equipment for each deputy and sergeant provided.

5. Vehicles & Related Costs: The COUNTY shall provide all vehicle maintenance, fuel, insurance and related costs for vehicles assigned to the Law Enforcement School Resource Officers by the COUNTY and the DISTRICT shall reimburse the COUNTY for such maintenance, fuel, insurance and related costs.

6. Estimated Reimbursed Costs and Expenses: The DISTRICT, in paying for the governmental services being rendered by the COUNTY through the SHERIFF'S OFFICE hereunder, shall make such payments out of current revenues available to the DISTRICT, as required by applicable law.

The *estimated* reimbursable costs and expenses DISTRICT shall pay COUNTY during the term of this Agreement are set forth in Exhibit "A" (being collectively referred to herein as "Reimbursed Costs"). DISTRICT acknowledges and understands the Reimbursed Costs set forth in Exhibit "A" are estimates and that the Reimbursed Costs are subject to change during the initial year of this Agreement and for any future extensions of this Agreement thereafter in the event COUNTY's actual cost for such items increases or decreases.

7. Payment Terms and Reconciliation: COUNTY will invoice DISTRICT on or before May 31st during the term of this Agreement using the actual costs incurred through the first half of COUNTY's fiscal year (October 1st to March 31st) and multiplying such actual costs by two in order to estimate costs for the remainder of the COUNTY's fiscal year. Payment of such amount shall be due within thirty (30) days of the invoice date.

In the event this Agreement is extended for an additional term, a reconciliation statement for the actual Reimbursed Costs will be provided the following May 31st to account for any differences between COUNTY's actual Reimbursed Costs and any amounts previously paid by DISTRICT. If an additional amount is due from DISTRICT, payment in full shall be due and paid to COUNTY within thirty (30) days of the reconciliation statement's date. In the event the amount of DISTRICT's previous payments exceeds the

COUNTY's actual Reimbursed Costs during a particular term, such excess amount will be credited and applied to the Reimbursed Costs invoiced and owing by DISTRICT for the extended additional term.

If this Agreement is terminated or otherwise not extended, a reconciliation statement will be provided to DISTRICT within sixty (60) days of the termination date. If an additional amount is due from DISTRICT, payment in full shall be due and paid to COUNTY within thirty (30) days of the reconciliation statement's date. In the event the amount of DISTRICT's previous payments exceeds the COUNTY's actual Reimbursed Costs during a particular term, COUNTY shall reimburse DISTRICT for such credits within sixty (60) days of the termination date.

8. Term & Termination: The term of this Agreement shall begin on the October 1, 2018 and shall terminate on September 30, 2019. Notwithstanding any other provision of this Agreement, either party may cancel this Agreement, without cause, upon 30 days written notice or reasonable advance written notice to the other party.

9. Scope of Deputies' Duties: SHERIFF'S OFFICE agrees that the Law Enforcement School Resource Officers shall:

- a. Enforce state and local laws and provide general campus and building security.
- b. Assist campus administration with development of school security and related procedures; and instruct the faculty and staff in areas dealing with safety awareness, after hour facility use, crisis prevention and personal safety. Also, provide coordination of security equipment between campus principals and campus monitors.
- c. Address all incidents which require law enforcement intervention on campus; and assist campus administration with the investigation of criminal violations within the DISTRICT campuses specified herein above.
- d. With the prior approval of the SHERIFF'S OFFICE, the Law Enforcement School Resource officers may assist with the supervision of security during DISTRICT extracurricular activities during the school year, it being understood by the parties that compensation for such assistance will be negotiated between the Law Enforcement School Resource Officers and DISTRICT and paid directly to the Law Enforcement School Resource Officers.
- e. **Coordination of communication between the school and the Sheriff's Office.**
- f. Coordination of all campus vehicular and pedestrian traffic control, while on DISTRICT property and in, on or near the roadways of such property.
- g. Coordination of all documentation regarding persons who trespass at the campuses specified herein above.

- h. Maintain high visibility on campus in uniform or in civilian clothes as may be appropriate.
- i. Take over a student disciplinary situation from a campus administrator ONLY if a law enforcement violation is CLEARLY identified AND/OR if requested by the campus Principal provided a law enforcement violation exists.

10. Sheriff Retains Control Over Deputies: At the sole discretion of the SHERIFF'S OFFICE, or at the sole discretion of the Law Enforcement School Resource Officers, the officers may respond, at any time, to emergency situations off the assigned campus or outside of the Round Rock Independent School District.

11. Performance of Deputies & Uniforms: Deputies Shall wear their Sheriff's Office standard patrol uniforms and equipment and shall utilize marked Sheriff's Office patrol cars while providing services under this Agreement; provided, however, with District approval, the SRO may wear other clothing for campus events and other operational needs. All equipment, uniforms, and insurance of such employees shall be the sole responsibility of the COUNTY. All deputies providing services under this Agreement shall be acting in the course and scope of their employment by the Sheriff's Office at all times while engaged in the performance of the additional patrol services contemplated hereunder.

12. Notices: Any notice given hereunder shall be in writing, and may be affected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective parties indicated below:

District: Round Rock Independent School District
 ATTN: _____
 1311 Round Rock Ave.
 Round Rock, TX 78681

Sheriff's Office: Williamson County Sheriff's Office
 ATTN: Chief Deputy Tim Ryle
 508 South Rock St.
 Georgetown, TX 78626

County: Office of the County Judge
 ATTN: County Judge
 700 Main St., Suite 101
 Georgetown, TX 78626

The foregoing addresses for notice may be changed by either the County or the District by delivering written notice of such change, in accordance with the requirements of this Section, to the other party.

13. Payment from Current Revenues: It is agreed by the parties hereto that each party paying for the performance of governmental functions or services agrees and shall make those payments from current revenues available to the paying party.

14. Entire Agreement: This Agreement contains the entire agreement between the parties and supersedes all other prior or contemporaneous oral or written agreements between the parties. No amendment or modification to this Agreement shall be effective without the express, written consent of the parties hereto.

15. Non-Assignment: This Agreement shall not be transferred or assigned.

16. Good Faith: DISTRICT, SHERIFF'S OFFICE and COUNTY agree to cooperate with each other, in good faith, at all times during the term hereof in order to effectuate the purposes and intent of this Agreement. Each party hereto acknowledges and represents that this Agreement has been duly authorized by their respective governing body or elected official.

17. Invalid Provisions: Any clause, sentence, paragraph or article of this agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement.

18. Applicable Law & Venue: This Agreement shall be construed in accordance with the laws and constitution of the State of Texas. All obligations hereunder are performable in Williamson County, Texas, and venue for any action arising hereunder shall be in Williamson County, Texas.

19. Dispute Resolution: Any disputes that may not informally be resolved after good faith efforts, must first be submitted to non-binding mediation prior to any litigation.

20. No Waiver of Sovereign Immunity: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity.

In Witness Whereof, DISTRICT and COUNTY and SHERIFF'S OFFICE have caused this agreement to be duly executed to be effective as of the date of the last party's execution below.

Williamson County Sheriff's Office

Williamson County, Texas

By: Robert Chody
Sheriff's Office

Signature: _____

Printed Name: _____

Title: _____

Round Rock Independent School District



By: President, Board of Trustees

8/14/18

Exhibit "A"

ESTIMATED ANNUAL SRO DEPUTY COSTS										
	SRO Sgt	SRO Dep. #1	SRO Dep. #2	SRO Dep. #3	SRO Dep. #4	SRO Dep. #5	SRO Dep. #6	SRO Dep. #7	New SRO Dep.	New SRO Dep.
Salary	\$ 63,796.18	\$ 64,997.40	\$ 63,722.89	\$ 62,276.08	\$ 65,474.64	\$ 68,870.24	\$ 70,356.22	\$ 61,248.46	\$ 65,474.64	\$ 65,474.64
Overtime	\$ 3,920.80	\$ 3,920.80	\$ 3,920.80	\$ 3,920.80	\$ 3,920.80	\$ 3,920.80	\$ 3,920.80	\$ 3,920.80	\$ 3,920.80	\$ 3,920.80
Certification Pay	\$ 1,080.00	\$ 720.00	\$ -	\$ 720.00	\$ -	\$ 720.00	\$ -	\$ 1,080.00	\$ 720.00	\$ 720.00
FICA	\$ 6,782.97	\$ 5,327.32	\$ 5,174.74	\$ 4,354.06	\$ 4,543.75	\$ 4,858.69	\$ 5,682.12	\$ 5,068.07	\$ 4,588.83	\$ 4,588.83
Retirement	\$ 12,378.30	\$ 9,707.57	\$ 9,429.53	\$ 7,934.07	\$ 8,279.72	\$ 8,853.44	\$ 10,354.08	\$ 9,235.15	\$ 8,380.09	\$ 8,380.09
Insurance	\$ 9,132.00	\$ 9,132.00	\$ 9,132.00	\$ 9,132.00	\$ 9,132.00	\$ 9,132.00	\$ 9,132.00	\$ 9,132.00	\$ 9,132.00	\$ 9,132.00
Workers Comp	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
Radio Equipment	\$ 195.00	\$ 195.00	\$ 195.00	\$ 195.00	\$ 195.00	\$ 195.00	\$ 195.00	\$ 195.00	\$ 3,654.00	\$ 3,654.00
Ammunition	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
L.E. Equipment	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 6,912.00	\$ 6,912.00
Computer Equip	\$ 5,210.00	\$ 5,210.00				\$ 5,210.00	\$ 5,210.00	\$ 5,210.00	\$ 5,210.00	\$ 5,210.00
Office Supplies	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
Gasoline	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
Uniforms	\$ 326.00	\$ 326.00	\$ 326.00	\$ 326.00	\$ 326.00	\$ 326.00	\$ 326.00	\$ 326.00	\$ 1,705.00	\$ 1,705.00
Publications	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00
Cell Phone	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 650.00	\$ 650.00
Internet	\$ 480.00	\$ 480.00	\$ 480.00	\$ 480.00	\$ 480.00	\$ 480.00	\$ 480.00	\$ 480.00	\$ 480.00	\$ 480.00
Training	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Printed Materials	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
Vehicle Insurance	\$ 605.21	\$ 695.21	\$ 605.21	\$ 242.36	\$ 242.36	\$ 605.21	\$ 605.21	\$ 605.21	\$ 605.21	\$ 605.21
Vehicle Repairs	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00
Equipment Lease	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00
Pre-Emp Screening	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 305.00	\$ 305.00
RCS Fees	\$ 676.32	\$ 676.32	\$ 676.32	\$ 676.32	\$ 676.32	\$ 676.32	\$ 676.32	\$ 676.32	\$ 676.32	\$ 676.32
Radio Equip > \$5K	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,156.00	\$ 6,156.00
Vehicles	\$ 6,094.62	\$ 6,420.02	\$ 6,523.82	\$ 5,440.68	\$ 7,857.14	\$ 6,094.62	\$ 5,208.99	\$ 6,623.62	\$ 7,857.14	\$ 7,857.14
Total Annual Cost	\$ 142,518.29	\$ 119,548.63	\$ 112,817.30	\$ 97,533.38	\$ 102,958.74	\$ 111,773.12	\$ 124,066.74	\$ 115,534.82	\$ 125,367.04	\$ 126,367.04
Estimated Total										
Sgt - Deputy #7	\$ 925,948.02									
Estimated-2 New SRO Dep	\$ 252,734.07	Estimated	Grand Total	\$ 1,178,682.09						