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COUNTY OF WILLIAMSON

INTERLOCAL AGREEMENT
FOR SCHOOL RESOURCE OFFICER PROGRAM BETWEEN
ROUND ROCK ISD

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WILLIAMSON COUNTY SHERIFF'S OFFICE

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WILLIAMSON COUNTY

(SCHOOL YEARS 2021/2022, 2022/2023, 2023/2024, 2024/2025, AND 2025/2026)

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 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 2021-2022, 2022-2023, 2023-2024, 2024-2025 and 2025-2026 school years, 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:

- Service: The SHERIFF'S OFFICE shall select and assign certified law 1. 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 a total of twenty-eight (28) officers to be staffed at the following locations: two (2) Deputies at Cedar Ridge High School, two (2) Deputies at McNeil High School, two (2) Deputies at Round Rock High School, two (2) Deputies at Stony Point High School, one (1) Deputy at Success High School, one (2) Deputies at Round Rock Opportunity Center, two (2) Deputies at Westwood High School, one (1) Deputy at C.D. Fulkes Middle School, one (1) Deputy at Canyon Vista Middle School, one (1) Deputy at Cedar Valley Middle School, one (1) Deputy at Chisholm Trail Middle School, one (1) Deputy at Deerpark, one (1) Deputy at Grisham Middle School, one (1) Deputy at Hernandez Middle School, one (1) Deputy at Hopewell Middle School, one (1) Deputy at Pearson Ranch Middle School, one (1) Deputy at Ridgeview Middle School, one (1) Deputy at Walsh Middle School, one (1) Deputy at Cedar Valley Middle School, one (1) Deputy to serve as a rover and two (2) Sergeants 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.
 - b. The deputy assigned to serve as a rover, as well as the two (2) Sergeants, shall be staffed at a DISTRICT elementary campus when not covering absences or addressing safety & security related issues at a DISTRICT secondary campus.
- 2. Scheduling & Absences: 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 upon learning of the vacancy, whenever:
 - a. A SRO will NOT be scheduled to coincide with the DISTRICT'S instructional and in-service calendar.
 - b. A SRO will be off campus for any reason not listed above and the SHERIFF'S OFFICE's rover is not available.

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 expected to attend a minimum of 16 hours of DISTRICT provided training classes beyond the basic NASRO requirements. The specific training requirements will be determined, on an individual basis, in collaboration between the WSCO and RRISD Director of Safety and Security, or their designee. During periods when school is not in session and attendance is not required at a training class, Law Enforcement School Resource Officers shall be surplused to the SHERIFF'S OFFICE to work or train under their control.

3. <u>Training & Oversight</u>: The SHERIFF'S OFFICE shall be responsible for all management—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.

DISTRICT shall provide training classes for the Law Enforcement School Resource Officers, that can include but is not limited to Mental Health Officer Certification, Beyond Diversity, Mental Health First Aid, Disruptive Student Management (TEEX), Civilian Interaction Training, Crisis Intervention Training, Deescalation of Force, and Basic Instructor Certification. These trainings shall be provided on days when school is not in session.

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

The DISTRICT agrees to pay an annual salary increase to the SHERIFF'S OFFICE for all Law Enforcement School Resource Officers assigned to the DISTRICT, equal to the annual salary increase approved by the COUNTY.

The COUNTY shall be responsible for providing certification pay, FICA, Retirement, Insurance and Worker's Comp for all Law Enforcement School Resource Officers and the DISTRICT shall reimburse COUNTY for such certification pay, FICA, Retirement, Insurance and Worker's Comp for each deputy and sergeant provided.

5. <u>Vehicles & Related Costs</u>: 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. The DISTRICT shall reimburse the COUNTY for the actual costs of such maintenance, fuel, insurance and related costs. The COUNTY shall provide receipts for all reimbursement requests.

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 DISTRICT shall pay COUNTY for the following actual costs and expenses: salary, overtime, certification pay, FICA, retirement, health insurance, worker's comp, vehicle equipment, radio equipment, ammunition, LE equipment, computer equipment, office supplies, gasoline, uniforms, publications, cell phone plan, internet, training, printed materials, vehicle insurance, vehicle repairs, equipment lease (RCS fees, call taking/dispatching, and software access- dispatch/RMS), and vehicle.

On an annual basis, but no later than ninety (90) days prior to July 1st, COUNTY will provide DISTRICT with notice of the *estimated* reimbursable costs and expenses DISTRICT shall pay COUNTY during the current school year. DISTRICT acknowledges and understands the Reimbursed Costs set forth in such notice will be estimates and that the Reimbursed Costs are subject to change during the 2021-2022, 2022-2023, 2023-2024, 2024-2025 and 2025-2026 school years in the event COUNTY's actual cost for such items increases or decreases during such school year.

7. Payment Terms and Reconciliation:

a. Annual Payment Terms and Reconciliation:

COUNTY will invoice DISTRICT annually throughout the terms of this contract, on or before May 31st using the actual costs incurred through the first half of COUNTY's fiscal year (October 1 to March 31) 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. Invoices are to include receipt/documentation of said expenses.

On or before October 31st of every year, a reconciliation statement for the actual Reimbursed Costs incurred by COUNTY will be provided to DISTRICT in order to account for any differences between the actual Reimbursed Costs incurred by COUNTY during the 2019/2020 school year and any amounts previously paid by DISTRICT for such school year.

If an additional amount is due from DISTRICT for the previous school year, 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, such excess amount will be paid to DISTRICT within thirty (30) days of the reconciliation statement's

date.

b. Payment Terms and Reconciliation for Early Termination:

If this Agreement is terminated prior to its anticipated termination date, COUNTY will invoice DISTRICT, within sixty (60) days of the termination date, for all actual costs incurred and not previously paid by District. Payment of such amount shall be due within thirty (30) days of the invoice date.

- 8. <u>Term & Termination</u>: The term of this Agreement shall begin on July 1, 2021 and shall terminate on June 30, 2026. Notwithstanding any other provision of this Agreement, either party may cancel this Agreement, without cause, upon 90 days written notice or reasonable advance written notice to the other party.
- 9. <u>Scope of Deputies' Essential Duties</u>: SHERIFF'S OFFICE agrees that the Law Enforcement School Resource Officers can include, but are not limited to:
 - a. Enforce state and local laws.
 - b. Refrain completely from functioning as a school disciplinarian. (The SRO is not to be involved in the enforcement of disciplinary infractions that do not constitute violations of the law.)
 - c. Patrol district property for suspicious activity, unauthorized persons on campus, or unauthorized entry after hours.
 - d. Assist with in-service training to help administrators be better prepared to deal with security-related matters.
 - e. Work closely with the principal and staff of the school to foster a better understanding of the law enforcement function to maintain a secure learning environment. Proactively work with the school's leadership team and collaborate with school's administrative team on safety protocols and procedures.
 - f. Serve as a visible and active law enforcement officer on campus dealing with law-related areas such as drugs, traffic, trespassing, fighting, and thefts.
 - g. Conduct routine patrols of assigned DISTRICT facility; Operate district equipment to including, but not limited to, alarm systems and surveillance equipment, when necessary.
 - h. Take law enforcement action to protect against unwanted intruders.
 - i. Identify and prevent (through counseling and referral) delinquent behavior, including substance abuse.
 - j. Work collaboratively with public safety agencies to serve as a liaison between school and community to deter criminal and delinquent behavior.
 - k. Monitor and instruct students, visitors, and district personnel on proper and lawful campus or facility behavior. Help to define and maintain a

- respectful code of conduct.
- 1. Assist other law enforcement agencies with incidents involving local criminal activity that may impact the safety of the environment for students and staff. Serve as the initial first responder and school safety coordinator for campus emergencies.
- m. Respond to calls on crimes against person or property in progress, report crimes that have already occurred, and intrusion/fire alarms; perform preliminary investigation at the scene (e.g. gather and preserve evidence, take statements).
- n. Prepare written reports, maintain daily logs, and obtain and serve arrest and search warrants as necessary; testify in court as required.
- o. Subdue offenders and criminals by using the minimum amount of force needed to protect the officer and other persons.
- p. Provide instructions and directions to others as it pertains to law enforcement matters and emergency situations.
- q. Assist DISTRICT Safety & Security Director in conducting security building assessments for schools; guard, check and secure doors, rooms, buildings and equipment.
- r. Be aware at all times of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the students and the community.

10. Scope of the Sergeant's Essential Duties:

- a. Enforce state and local laws.
- b. Refrain completely from functioning as a school disciplinarian. (The School Resource Sergeant is not to be involved in the enforcement of disciplinary infractions that do not constitute violations of the law.)
- c. Perform any and all SRO essential duties when acting in a SRO role.
- d. Ensure that SROs follow all policies, laws, and protocols.
- e. Ensure that SROs complete and submit all proper reports and affidavits.
- f. Ensure that SROs are properly trained and training is current.
- g. Approve or rejects vacation or comp requests and time cards.
- h. Conduct annual evaluations on assigned SROs.
- i. Approve all reports submitted by assigned SROs.
- j. Facilitate citizen complaint investigations on SHERIFF'S OFFICE personnel according to SHERIFF'S OFFICE policy and procedure.
- k. Assist other law enforcement officers with outside investigations concerning students attending DISTRICT.
- 1. Confer with DISTRICT Safety & Security Director to develop plans and strategies to prevent and/or minimize dangerous situations or criminal activity on or near the campus or involving students at school related activities.
- m. Serve, at all times, as a role model to students by demonstrating appropriate attitudes, behavior, courtesy, and respect.

- n. Attend and testify in court, as required.
- 11. <u>Sheriff Retains Control Over Deputies</u>: 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.
- 12. <u>Performance of Deputies & Uniforms</u>: 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, but with SHERIFF'S OFFICE supervisor approval, the SRO may wear other clothing. 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.
- 13. <u>Jurisdictional Issues</u>: It shall be the sole responsibility of SHERIFF'S OFFICE to obtain any and all required documentation/authorizations from other law enforcement jurisdictions that SHERIFF'S OFFICE may be required to enter while fulfilling the terms of this agreement. SHERIFF'S OFFICE shall submit to DISTRICT copies of any and all required documentation/authorizations from other law enforcement jurisdictions that SHERIFF'S OFFICE obtained to fulfill the terms of this agreement.
- 14. <u>Notices</u>: 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 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.

- 15. <u>Payment from Current Revenues</u>: 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.
- 16. 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.
- 17. Non-Assignment: This Agreement shall not be transferred or assigned.
- 18. <u>Good Faith</u>: 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.
- 19. <u>Invalid Provisions</u>: 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.
- 20. <u>Applicable Law & Venue</u>: 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.
- 21. <u>Dispute Resolution</u>: Any disputes that may not informally be resolved after good faith efforts, must first be submitted to non-binding mediation prior to any litigation.
- 22. <u>No Waiver of Sovereign Immunity</u>: Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity.
- 23. <u>Survival of Obligations</u>: All provisions of this Agreement that impose continuing obligations on the parties, including but not limited to payment and agreement purpose shall survive the expiration or termination of this Agreement.

In Witness Whereof, DISTRICT and COUNTY and SHERIFF'S OFFICE have caused this agreement to be effective as of the 1st day of July, 2021.

Williamson County Sheriff's Office Signature: By: Robert Chody, Sheriff's Office Printed Name: Title: Date Signed: Date Signed:

Round Rock Independent School District

By: President, Board of Trustees

Printed Name: CHAZLES CHADWELL

Date Signed: / 2 - / 1 - / 9

Exhibit "A"

Estimated Reimbursed Costs

		1	SRO Sgt	Ш	SRO Dep. #1		SRO Dep. #2		5	RO Dep. #3	115	SRO Dep. #4	\$	RO Dep. #5	5	RO Dep. #6	5	RO Dep. #7	5	RO Dep. #8	1	SRO Dep.
			L3.13		£1.14		L1.13			1.1.6	┸	1.1.12	1	L1.18	1	L1.11	4	L1.17	4.	1.1.7		1.1.18
1105	Salary	\$	77,414.53	2.7	\$ 68,975,87	1 5	87,623,35		\$	58,870.16		66,297,35	3	74,861.49	\$	64,997,34	3		1 \$	80,047.64		
1110	Overtime	3	3,920.80		\$ 3,920.80	3	3,920.80	133	\$	3,920.80		3,920.80	13	3,920.80	.5	3,920.60	3	3,920,80	3	3,920.80	. 3	
1114	Certification Pay	\$	720.00		\$ 720.00	1 5			\$			1,080.00	3	*	\$	1,080.00	\$		5			
2010	FICA	\$	6,277.23		\$ 5,631,68	3			\$	4,803.51		5,454.31	3	8,011.55	\$	5,354.86	\$		5	4,893,50		
2020	Retirement	5	11,438.51		\$ 10,262.16	3	9,973.25	Τ.	\$	8,753,06	3	9,938,96	3	10,954.37	\$	9,757.74	3	101500151	S	8,917,20	3	
2030	Insurance	\$	9,132.00	100	\$ 9,132,00	- 5	9,132.00		\$	9,132.00		9,132.00	3	9,132.00	5	9,132.00	\$	9,132.00	\$	9,132.00		9,132
2050	Workers Comp	3_	1,200.00	17	\$ 1,200.00	3	1,200.00		3	1,200.00		1,200.00	\$	1,200.00	3	1,200.00	3	1,200.00	5	1,200.00		1,200
3002	Vehicle Equipment	5		1	\$	5		Γ	:5	*	13	_	5	1.2	3	-	\$		5	+	ĽĿ	
3003	Radio Equipment	3	8,194.00		\$ 8,194.00	5	6,194.00	1.	\$	6,194.00		8,194,00	3	8,194.00	Ş	6,194.00	\$	8,194.00	5	6,194,00		
3004	Ammunition	3	:500.00		\$ 500.00	1			3	500.00			3	500.00	3	500.00.	3	500.00	5			
3008	L.E. Equipment	\$	300.00		\$ 300,00	\$	300,00	77	3	300,00		300.00	3	300,00	3	300.00	1.5		. \$	300,00		300
5740	Computer Equipment	3	5,100.00		\$ 5,100.00	3	5,100,00	\perp	Ŀ.		. 3	5,100.00	3	5,100.00	3	5,100.00	3	5,100,00	5	5,100,00		
3100	Office Supplies	3	400.00		\$ 400.00	5	400,00	T	8	400:00	T	400.00	3	400.00	3	400.00	5		\$	400.00		
3301	Gasoine	3	8,089.00		\$ 8,059,00	- 5	6,069.00	- 10	5	6,089.00	T	6,069,00	3	6,069.00	.3	6,089,00	2	0,000.00	3	6,069,00	19	
3311	Uniforms	5	508.00		\$ 508.00	3	508.00		3	508,00	. [:	508.00	.5	508.00	3	508.00	\$	508,00	5	508.00		5 608
3901	Publications	\$	85.00		\$ 55.00		55,00		\$	55,00		55.00	5	55,00	\$	55.00	\$	55.00	S	55,00	13	5 58
4209	Cell Phone	3	565.00		\$ 585.00	3	565.00	Ŀ		565.00	. 3		3	585.00	3	565.00	3		. 5	565.00		
4210	Internet	3	465.00		\$ 465.00	3	465.00	Т	3	465.00		465.00	3	465,00	\$	465.00	\$	465,00	5	465.00		40
4232	Training	\$	2,000.00		\$ 2,000.00	13	2,000.00		\$	2,000.00		2,000.00	*	2,000.00	3	2,000.00	3	2,000.00	1 5	2,000.00		
4360	Printed Materials	5	252.00	1	\$ 252.00	1 5	252,00		3	252.00	H	262.00	3	252.00	\$	252,00	3	252,00	\$	252.00		252
4414	Vehicle Insurance	1	768.00	Ν,	\$ 768.00	1 \$	768.00		3	768.00	T	768.00	3	768.00	5	768.00	\$		S			7.68
4541	Vehicle Repairs	\$	3,410.00	Ι	\$ 3,410.00	1 \$	3,410.00		3	3,410.00		3,410.00	\$	3,410.00	3	3,410.00	3	3,410,00	\$	3,410.00	. 3	3,410
4623	Equipment Lease	\$	576.00		\$ 576.00	5	578,00		\$	576.00	**	576.00	3	576.00	5	576.00	\$		\$	576.00		571
	RCS Fees	\$	676.32		\$ 676.32	- 5	676.32	3	3	676.32	. 3	676.32	*	876.32	5	876.32	3	676.32	3	676.32	6	\$ 876
	Call Taking/Dispatching	5	5,400.00	1	\$ 5,400.00	5	5,400,00		8	5,400.00		5,400,00	\$	5,400.00	3	5,400.00	\$	5,400,00	3	5,400,00		\$ 5,400
_	Software Access-Dispatch/RMS	\$	749.30		\$ 749.30	3	749,30		*	749.30	2 3	749.30	3	749.30	.5	749,30	. \$	749.30	3	749,30		743
5003	Radio Equipment > \$5K	\$		П	5	1 5		1	3	. 141	. 13		\$		3		T		Τ.			
	Vehicles	\$	6,094.52	T	\$ 6,420.02	1 5	6,523,82	1	\$	6,523,82		6,974.43	5	5,974.43	\$	6,523.82	3	7,007.29	5	7,007,29		\$ 7,00
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Total \$ 1,389,487.21

Grand Total \$ 1,389,487.2