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**Interlocal Agreement for In School Deputies
Commissioners Court - Regular Session**

Date: 08/11/2009
Submitted By: Deborah Wolf, Sheriff
Submitted For: Deborah Wolf
Department: Sheriff
Agenda Category: Consent

Information**Agenda Item**

Interlocal Agreement between Round Rock Independent School District, Williamson County and Williamson County Sheriff's Office.

Background

Renewal of existing interlocal agreement for school year 2009-2010 providing eight deputies for Round Rock ISD with 9/12 of annual salary paid by RRISD

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [RRISD agreement](#)

Form Routing/Status**Route Seq Inbox****Approved By Date****Status**

Deborah Wolf 08/06/2009 10:18 AM

CREATED

1 County Judge Exec Asst.

NEW

Form Started By: Deborah Wolf

Started On: 08/06/2009 10:18 AM

**INTERLOCAL AGREEMENT FOR IN SCHOOL DEPUTIES
SCHOOL YEAR 2009-2010**

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

PARTIES:

Round Rock Independent School District, hereinafter referred to as the "District".

Williamson County, Texas, hereinafter referred to as the "County".

Williamson County Sheriff's Office, hereinafter referred to as the "Sheriff's Office".

SERVICE:

Pursuant to Chapter 791, Texas Government Code, the Texas Inter-local Cooperation Act (the "Cooperation Act") the parties are empowered to contract with each other for the performance of governmental functions, including police protection, and as permitted in §21.483 of the Texas Education Code, the Sheriff's Office shall provide two (2) Deputies at McNeil High School, one (1) Deputy 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 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.

In consideration of the mutual covenants and agreements, contained herein, as well as other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Term. The term of this agreement shall be for the **2009-2010** school year and each successive year thereafter, unless Section 6(e) is imposed.

Section 2. Patrol Services. Additional services provided to the District under this Agreement shall be provided by deputies employed by the Sheriff's Office, and such deputies shall remain under the control and supervision of the County at all times and shall remain County employees, entitled to the same benefits and subject to the same restrictions as any other deputy. The deputies shall work directly under the supervision of the Campus Principal of each school to perform duties including but not limited to the following:

1. Coordination of all security efforts at the School to which the deputy is assigned.

2. Give classroom presentations to students on topics dealing with personal safety, peer pressure, handling crisis, chemical abuse, sexual abuse, molestation prevention, Texas Penal Code, City Ordinances, Texas Family Code, Texas Education Code, conflict resolution, gang involvement alternatives, etc.
3. Coordination of communication between the school and the Sheriff's Office.
4. Coordination of a safety audit of the campus and the development of a long range plan for campus safety incorporating input from parents, students and teachers. Make safety recommendations to the administration.
5. Coordination of all campus vehicular and pedestrian traffic control.
6. Address all incidents which require law enforcement intervention on campus.
7. Instruct the faculty and staff in areas dealing with safety awareness, after hour facility use, crisis prevention and personal safety.
8. Coordination of all documentation regarding persons who trespass at the school.
9. Be available on a regular basis to any on campus students who have an interest in a career in law enforcement.
10. Coordination of security equipment between campus principals and campus monitors.
11. Maintain high visibility on campus in uniform or in civilian clothes as may be appropriate.
12. Keep school personnel abreast of current research and safety programs as they evolve.
13. The deputies providing services under this Agreement shall remain County employees. Such deputies shall, when appropriate, wear their Sheriff's Office uniforms and equipment and utilize marked Sheriff's Office patrol cars while providing services under this agreement. 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 County at all times while engaged in the performance of the additional patrol services contemplated hereunder.

Section 3. Performance of the Deputy. Deputies may wear but are not limited to their Sheriff's Office uniforms and equipment and shall utilize marked Sheriff's Office patrol cars while providing services under this Agreement. 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 County at all times while engaged in the performance of the additional patrol services contemplated hereunder.

The foregoing shall in no way relieve the County of its obligation to provide routine patrol services to property within the District on the same basis as such services are provided to other property within the County. The foregoing services shall be in addition to, and not in lieu of, such routine services.

Section 4. Compensation. 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 the County 9/12 of the annual salary and benefits for each deputy and sergeant provided. The District shall also pay for any special training necessary for the deputies involved in this service.

Section 5. Notice. 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
1311 Round Rock Ave.
Round Rock, TX 78681

County: Williamson County Sheriff's Office
508 South Rock St.
Georgetown, TX 78626

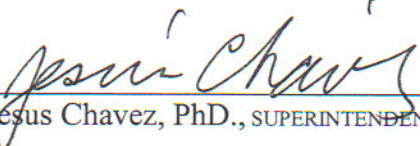
The foregoing addresses for notice may be changed by either the County or the District by delivering written notice of such change, in accordance with the requirements of this Section, to the other party.

Section 6. General Provisions.

- a. Interlocal Cooperation. The District and the 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.

- b. Entire Agreement: Amendments. This Agreement contains the entire agreement between the parties respecting the subject matter hereof, and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be modified or amended except by written agreement duly executed by the parties hereto.
- c. Interpretation. The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted pursuant to the Cooperation Act. All terms and provisions hereof are to be construed and interpreted consistently with such Act.
- d. 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.
- e. Applicable Laws. 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.
- f. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice, and completion of the current school year.

ROUND ROCK INDEPENDENT
SCHOOL DISTRICT


Jesus Chavez, PhD., SUPERINTENDENT

WILLIAMSON COUNTY
SHERIFF


JAMES R. WILSON, SHERIFF

WILLIAMSON COUNTY, TEXAS

Dan A. Gattis, COUNTY JUDGE