

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

**INTERLOCAL AGREEMENT
FOR SCHOOL RESOURCE OFFICER PROGRAM
BETWEEN
TAYLOR 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 Taylor Independent School district (hereinafter, "DISTRICT") a school district in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office (hereinafter, "SHERIFF'S OFFICE").

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 desires to have a full-time law enforcement officer(s) on its campus 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 Officer Program on the campus(es) of the Taylor Independent School District for the 2018/2019 school year;

WHEREAS, 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 a certified law enforcement officer to serve as the Law Enforcement School Resource Officer for DISTRICT. Specifically, SHERIFF'S OFFICE shall provide one (1) Deputy at Taylor Middle School during the regularly scheduled school sessions to perform the duties as herein set forth.

2. **Training & Oversight:** The SHERIFF'S OFFICE shall be responsible for all, management, training and disciplinary actions of the Law Enforcement School Resource Officer. 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 Officer to coincide as closely as possible with the DISTRICT's instructional and in-service calendar. During periods when school is not in session during usual business hours, Law Enforcement School Resource Officer 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 Officer 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 Officer 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.

8. 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.

9. Term & Termination: The term of this Agreement shall begin on the August 1, 2018 and shall terminate on July 31, 2019. Notwithstanding any other provision of this Agreement, either party may cancel this Agreement, without cause, upon thirty (30) days written notice to the other party.

10. Scope of Deputies' Duties: SHERIFF'S OFFICE agrees that the Law Enforcement School Resource Officer 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 serious violations of student behavior.
 - d. With the prior approval of the SHERIFF'S OFFICE, the Law Enforcement School Resource Officer 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 Officer and DISTRICT and paid directly to the Law Enforcement School Resource Officer.
 - e. **Coordination of communication between the school and the Sheriff's Office.**
 - f. Coordination of all campus vehicular and pedestrian traffic control.
 - g. Coordination of all documentation regarding persons who trespass at the school.
 - h. Maintain high visibility on campus in uniform or in civilian clothes as may be appropriate.

11. 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 Officer, the officers may respond, at any time, to emergency situations off the assigned campus or outside of the Taylor Independent School District.

12. Performance of Deputies & Uniforms: 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.

13. 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:	Taylor Independent School District
	3101 N. Main Street
	Taylor, Texas 76574

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

County: Office of the County Judge
700 Main 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.

14. 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.

15. 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.

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 effective as of the date of the last party's execution below.

Williamson County Sheriff's Office



By: Robert Chody, Sheriff
Williamson County Sheriff's Office

Date: July 11, 2018

Williamson County, Texas

Signature: 

Printed Name: Dar A GATTI

Title: Presiding Officer

Date: 07-25, 2018

Taylor Independent School District



By: President, Board of Trustees

Printed Name: Marco R. Ortiz

Date: June 28th, 2018

EXHIBIT "A" **ESTIMATED REIMBURSED COSTS**

Estimate Annual SRO Deputy Costs	
	New SRO Deputy
Salary	\$ 55,474.64
Overtime	\$ 3,920.80
Certification Pay	\$ 720.00
FICA	\$ 4,598.83
Retirement	\$ 8,380.09
Insurance	\$ 9,132.00
Workers Comp	\$ 1,200.00
Radio Equipment	\$ 3,554.00
Ammunition	\$ 250.00
L.E. Equipment	\$ 6,012.00
Computer Equip	\$ 5,210.00
Office Supplies	\$ 400.00
Gasoline	\$ 4,500.00
Uniforms	\$ 1,705.00
Publications	\$ 55.00
Cell Phone	\$ 650.00
Internet	\$ 480.00
Training	\$ 2,000.00
Printed Materials	\$ 250.00
Vehicle Insurance	\$ 605.21
Vehicle Repairs	\$ 1,700.00
Equipment Lease	\$ 575.00
Pre-Emp Screening	\$ 305.00
RCS Fees	\$ 676.32
Radio Equip > \$5K	\$ 6,156.00
Vehicles	\$ 7,857.14
Total Estimated Annual Cost	\$ 126,367.04