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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between Hays County and Hays CISD ("HCISD") for the provision of School Resource Officers ("SRO's").

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

August 6, 2013

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY

Cutler

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

Budgetary impact TBD. Summary to be provided in open court.

FILED: 08 06 13
HAYS COUNTY COMMISSIONERS' COURT
Resolution # 28208 VOL V PG 208

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HAYS COUNTY, TEXAS, AND
THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

THIS Interlocal Cooperation Agreement is made and entered into by and between the following parties: Hays County, Texas, (the "COUNTY") and the Hays Consolidated Independent School District (the "HCISD").

WHEREAS, the HCISD and COUNTY, acting through the Hays County Sheriff's Office, desire to enter into an interlocal cooperation agreement pursuant to which Sheriff's deputies will be assigned to HCISD campuses as School Resource Officers ("SRO's") under the terms and conditions stated herein;

WHEREAS, the HCISD and COUNTY, have agreed to a cooperative approach in response to the problems with drugs, alcohol, and campus safety in which the SRO positions are an integral part;

NOW, THEREFORE, the COUNTY and the HCISD agree as follows:

I.

A. The goals of this collaborative effort include, but are not limited to, the following:

1. Provide for the safety of students and staff;
2. Provide problem resolution and enforcement of laws when necessary;
3. Reduce delinquent behavior amongst youth in and around the schools;
4. Prevent and/or reduce incidents of school violence;
5. Form better communication between youth and law enforcement;
6. Establish officers as integral participants in planning efforts related to the prevention, management, and follow-up efforts related to campus crime response and emergency response;
7. Establish officers as a resource and educational tool for campus / district staff on the recognition and consequences of criminal conduct;
8. Educate youth by providing relevant and informative educational programs.

B. All law enforcement officers, dispatchers, and other personnel, who provide services pursuant to this interlocal cooperation agreement are employees of the Sheriff, and the Sheriff shall maintain supervisory control and command over such employees. This Agreement shall not be construed to constitute an illegal restraint upon or delegation of the Sheriff's authority with regard to the performance of his/her duties and responsibilities under Texas law.

C. The Sheriff shall:

1. Engage in necessary law enforcement actions.
2. Provide for necessary officer supervision and training.

3. Provide, if desired, law enforcement related training to students by the officer in subjects agreed upon by HCSO and HCISD personnel.
4. Provide for replacement officers for those times when the primary officer assigned pursuant to this agreement is absent due to extended sick time, vacation time, FMLA, Workers Compensation, etc. Routine absences may not be covered due to staffing demands within the Sheriff's Office.
5. The Sheriff, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs.

D. The District shall:

1. Via its School Officials, allow SROs to inspect and copy any public records maintained by the school to the extent allowed by law.
2. If some information in a student's record is needed in an emergency to protect health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.
3. If confidential student records information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by law.

E. The SRO will not be involved in ordinary school discipline, UNLESS it pertains to preventing a potential disruption and/ or climate that places students at risk of harm. Disciplining students is a school district responsibility, and only when the principal and the SRO agree that the SRO's assistance is needed to maintain a safe and proper school environment would the principal request SRO involvement.

F. The SRO is first and foremost a law enforcement officer. This fact must be constantly reinforced.

G. Each SRO shall be responsible for the following day-to-day duties;

1. Reporting activities to the campus/district administrator, which shall be subject to assignments that are mutually agreed upon by the campus/district administrator and the Sheriff.
2. Notifying the campus/district administration in advance, when possible, regarding the SRO's absences, which may be due to court appearances and/or training.
3. During duty hours, remaining on the SRO's assigned school campus(es) and attend to school activities. Responses to local area law enforcement calls are to be limited to extreme emergencies and observation of criminal acts. The SRO shall notify campus administrators upon departure and return when responding to local calls, circumstances permitting.
4. Attending campus meetings, briefings and training as requested by the campus/ district administration.

5. Assisting with the coordination of security for major school events and extracurricular activities.
6. Assisting school officials in drills and simulations related to crises management, emergency response, and threat mediation.
7. Performing duties consistent with law enforcement including administrative reports and duties, classroom visits and presentations, traffic enforcement and direction, security monitoring and consulting, investigation of campus crimes, parking lot monitoring, etc.
8. Participating in school safe behavior programs, as appropriate.
9. Maintaining confidentiality as it relates to student privacy under the Family Educational Rights and Privacy Act (FERPA).
10. Submitting an activity report for the deputies assigned to the district. These statistics shall be presented monthly to the superintendent or his/ her designee.

II.

- A. HCISD agrees to pay per quarter for services rendered by the HCSO pursuant to this Agreement, calculated in accordance with the itemization of costs of providing the required services set forth in Exhibit "A" which is attached hereto and made a part hereof. Services will be provided during the regular school year generally beginning in August and ending in May, and upon the request of the HCISD, during the summer months of June and July. Payment for services shall be on a quarterly basis, with the regular school year representing the first three (3) quarters of this Agreement, and with the summer months representing the last quarter of this Agreement. Should HCISD not request utilization of every SRO during the last quarter of this Agreement, then the amount owed by HCISD for the last quarter shall be reduced by subtracting the itemization in Exhibit "A" for the SROs not being utilized. HCISD agrees that it shall request utilization of at least one (1) SRO for the last quarter of the Agreement.
- B. It is contemplated that SEVEN (7) full-time deputies will be assigned to provide the law enforcement services described herein and that these deputies shall be assigned to areas as agreed upon by the Sheriff's Office and the HCISD.
 1. Two (2) deputies assigned to Hays High School
 2. Two (2) deputies assigned to Lehman High School
 3. One (1) deputy will divide his/her time between Barton Middle School and Wallace Middle School
 4. One (1) deputy will divide his/her time between Simon Middle School and Chappa Middle School
 5. One (1) deputy will divide his/her time between Dahlstrom Middle School and Impact Alternative Education Program facility
- C. In addition, HCISD will be responsible for any overtime charges associated with the provision of services under this Agreement in accordance with the rates set forth in Exhibit "A".
- D. HCISD shall pay the COUNTY at the rates set forth in Exhibit "A" for the actual time spent by any substitute deputy as if they were the standard assigned deputy.

- E. COUNTY shall invoice HCISD quarterly for the services rendered and the HCISD shall pay COUNTY for the services rendered within thirty (30) days of the date the invoice is received by HCISD.
- F. The Parties acknowledge that the cost to the COUNTY of providing the services described herein may change over time. Hence, the Parties agree that the COUNTY may change the monthly compensation rates stated in this section II by giving HCISD a written Notice of Rate Change delivered in accordance with section IV.B at least sixty (60) days prior to the effective date of the rate change. Such Notice of Rate Change shall include an itemization of costs as set forth in Exhibit A. If HCISD does not desire to continue to receive services at the rates stated in the Notice of Rate Change, it may terminate this Agreement or negotiate a mutually-agreed-upon rate change prior to the effective date of the rate change by giving the COUNTY written notice delivered in accordance with section IV.B. If HCISD does not terminate this Agreement or negotiate a mutually-agreed-upon modification to the rate change, HCISD will be deemed to have accepted the rate change and shall pay the rates stated in the Notice of Rate Change for any services provided by the HCSO pursuant to this Agreement on or after the effective date of the rate change.

III.

- A. Initial Term. The Initial Term of this Agreement shall commence on the date of execution, but not later than August 2013, and shall continue in full force and effect through July 2014, unless sooner terminated by either party in accordance with this Agreement.
- B. Renewal Terms. Subject to continued funding, this Agreement shall thereafter automatically renew each August for subsequent one (1) year periods.
- C. Termination. Either party may terminate this Agreement for any reason by giving the other party written notice at least ninety (90) days prior to the effective date of termination.

IV.

- A. This is the entire agreement between the COUNTY and the HCISD. No other agreements, statements, or promises relating to the subject matter of this agreement which are not contained herein shall be valid or binding. This agreement may not be amended, except in writing signed by both parties. NO OFFICIAL, AGENT, EMPLOYEE, OR REPRESENTATIVE OF HAYS COUNTY HAS ANY AUTHORITY TO ALTER, AMEND, OR MODIFY THE TERMS OF THIS CONTRACT, EXCEPT IN ACCORDANCE WITH SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

B. All notices under this Agreement shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested to the following:

COUNTY:
Sheriff Gary Cutler
1307 Uhland Rd.
San Marcos, TX. 78666

HAYS CISD:
Carter Scherff (or his successor)
21003 Interstate 35
Kyle, TX 78640

C. HCISD agrees, to the fullest extent permitted by law, to indemnify and hold harmless Hays County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by HCISD's negligence and that of its employees, other contractors, or anyone for whom HCISD is responsible or legally liable.

Hays County agrees, to the fullest extent permitted by law, to indemnify and hold harmless HCISD, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts (and the negligent act of its employees) in connection with this Agreement.

Neither the County nor HCISD shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

D. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of the Interlocal Agreement.

E. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

F. This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

HAYS COUNTY, TEXAS

Attest: _____
Liz Q. Gonzalez
Hays County Clerk

Judge Bert Cobb, M.D.
Hays County Judge

Date: _____

Sheriff Gary Cutler

Date: _____

HAYS CISD

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

- I. The cost of providing the full-time deputies is \$_____ for three (3) quarters of the Agreement, calculated on the basis of annual costs totaling \$_____ for all deputies, effective as of the date of this Agreement.
- A. Salaries: \$_____ (Actual Costs for seven (7) SROs)
- B. Indirect Personnel Costs: \$_____ (e.g. insurance, uniform, fringe)
- C. Vehicle Maintenance: \$2,500.00 per vehicle for ____ () vehicles
(fuel and routine maintenance)
- II. The costs of providing one or more full time deputies for the last quarter of the Agreement shall be calculated after HCISD has indicated which deputies it wishes to utilize for the last quarter, but shall cost no less than \$_____, which represents utilization of the lowest number of SROs allowed under this Agreement.

Sheriff

Hays ISD SRO positions

Slot-004	Base Salary	55,851	
	Uniform	360	
	FICA/Med/Ret	10,989	
	Insurances	11,324	<u>75%</u>
	Annualized	78,524	58,893
	Vehicle Maint	2,500	<u>2,500</u>
	Total	81,024	61,393
Slot-046	Base Salary	45,791	
	Uniform	360	
	FICA/Med/Ret	9,023	
	Insurances	11,324	<u>75%</u>
	Annualized	66,498	49,873
	Vehicle Maint	2,500	<u>2,500</u>
	Total	68,998	52,373
Slot-047	Base Salary	48,128	
	Uniform	360	
	FICA/Med/Ret	9,479	
	Insurances	11,324	<u>75%</u>
	Annualized	69,291	51,968
	Vehicle Maint	2,500	<u>2,500</u>
	Total	71,791	54,468
Slot-049	Base Salary	46,250	
	Uniform	360	
	FICA/Med/Ret	9,112	
	Insurances	11,324	<u>75%</u>
	Annualized	67,046	50,285
	Vehicle Maint	2,500	<u>2,500</u>
	Total	69,546	52,785
Slot-058	Base Salary	45,791	
	Uniform	360	
		46,151	
	FICA/Med/Ret	9,023	
	Insurances	11,324	<u>75%</u>
	Annualized	66,498	49,873
	Vehicle Maint	2,500	<u>2,500</u>
	Total	68,998	52,373
Slot-059	Base Salary	55,851	
	Uniform	360	
	FICA/Med/Ret	10,989	
	Insurances	11,324	<u>75%</u>
	Annualized	78,524	58,893
	Vehicle Maint	2,500	<u>2,500</u>
	Total	81,024	61,393
New 7th position	Min Base Salary	42,719	
	Uniform	360	
	FICA/Med/Ret	8,422	
	Insurances	11,324	<u>Funded 100 %</u>
	Annualized	62,825	62,825
	Vehicle Maint	2,500	<u>2,500</u>
	Total	65,325	65,325
Totals for 7 Officers		506,705	<u>400,110</u>