

RESOLUTION

- A. WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local government entities to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and
- B. WHEREAS, College Station Independent School District ("CSISD"), and Brazos County, Texas ("County") are local government entities, each acting by and through their duly authorized agents (collectively, the "Parties"); and
- C. WHEREAS, CSISD, pursuant to the authority granted under Chapter 791 of the Texas Government Code, desires to enter the School Resource Deputy Interlocal Agreement attached hereto as Exhibit A ("ILA"), for the purpose of participating with the County in the placement of a School Resource Deputy in certain CSISD facilities; and
- D. WHEREAS, CSISD agrees that the ILA will mutually benefit each Party and will further each Party's governmental purpose; and
- E. WHEREAS, the Board desires to authorize the execution of the ILA by CSISD, and to authorize the Board President, the Superintendent or their appointed designees, to do any and all things necessary to carry out the terms of the ILA, and take all other action contemplated thereby.

NOW, THEREFORE, on motion made and seconded, it is hereby resolved that:

- 1. The terms and conditions of the ILA, and any other documents necessary to effectuate the ILA, are found to be acceptable and in the best interest of CSISD and its citizens, and are hereby in all things approved.
- 2. The Board further resolves that the ILA as approved by this resolution is in conformity with the Texas Government Code.
- 3. The Board further authorizes the Board President to execute the ILA on behalf of CSISD, and further authorizes the Board President, the Superintendent or their appointed designees, to do any and all things necessary to carry out the terms of the ILA, and take all other action contemplated thereby.

Valerie Jochen, President, Board of Trustees of the
College Station Independent School District

Date: _____

EXHIBIT A

**School Resource Deputy Interlocal Agreement Between Brazos County and the College Station
Independent School District**

[attached]

SCHOOL RESOURCE DEPUTY INTERLOCAL AGREEMENT BETWEEN BRAZOS COUNTY AND the COLLEGE STATION INDEPENDENT SCHOOL DISTRICT

This Interlocal Governmental Agreement ("Agreement") is entered into between the County of Brazos, ("County") a political subdivision of the State of Texas, acting by and through its County Commissioner's Court and the College Station Independent School District ("CSISD" or "the District"), a political subdivision of the State of Texas, acting by and through its Board of Trustees, collectively ("Parties"). Both Parties acknowledge the continuing need for a School Resource Deputy ("SRD") Program for CSISD. The Parties agree to establish a SRD Program in accordance with the terms and conditions set forth herein.

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting Parties are mutually interested; and

WHEREAS, the Parties have sufficient funds available from current revenues to perform the functions contemplated by this Agreement; and

WHEREAS, the County has, prior to this Agreement, established a SRD Program with law enforcement deputies from the Brazos County Sheriff's Office ("BCSO"); and

WHEREAS, the Parties recognize the outstanding benefits of the SRD Program to the citizens of Brazos County and to the students of CSISD; and

WHEREAS, it is in the best interest of the Parties, the citizens of Brazos County, and the students of CSISD to establish the SRD Program; and

WHEREAS, County is willing to participate in the Agreement with the understanding that the financial burden to Brazos County tax payers is a net zero; and

NOW, THEREFORE IN CONSIDERATION of the recitals and mutual covenants made herein by the County and CSISD to be respectively kept and performed, the Parties hereby mutually agree as follows:

ARTICLE I
DEFINITIONS

The following terms shall have the following meanings when used in this Agreement:

1.1 The Sheriff means the elected Brazos County Sheriff and shall also apply to any person designated by the Sheriff to act on their behalf in regards to this Agreement.

1.2 School Superintendent means the CSISD School Superintendent and shall also apply to any person designated by the Superintendent to act on their behalf in regards to this Agreement.

1.3 Law Enforcement Deputy means any BCSO Deputy who is commissioned under Texas law.

1.4 Law Enforcement Duties means any duties performed by any Law Enforcement Deputy.

1.5 School Resource Deputy (SRD) means any Law Enforcement Deputy assigned to and aiding the administration and student bodies of selected CSISD campuses and facilities. The SRD's general responsibilities are to provide security and crime prevention services in schools. The SRD's role may be divided into three areas: Educator, Informal Counselor, and Law Enforcement Deputy.

ARTICLE II **MISSION AND PURPOSE**

2.1 The mission of the SRD program is the reduction and prevention of school-related violence and crime committed by juveniles and young adults, the reduction of the fear of crime on school campuses, and building effective partnerships with the faculty and staff of CSISD. This is accomplished by assigning Law Enforcement Deputies to school facilities. The SRD Program accomplishes this mission by creating and maintaining safe, secure and orderly learning environments for students, teachers, and staff.

2.2 The SRDs will establish a trusting channel of communication with students, parents, and teachers. SRDs will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SRDs will promote citizen awareness of the law to enable students to become better informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law.

2.3 SRDs will serve as a confidential source of counseling for students and parents concerning problems they face as well as providing information on community resources available to them. Goals and objectives are designed to develop and enhance rapport between youth, police Deputies, and school administrators.

ARTICLE III **TERM AND TERMINATION**

3.1 This Agreement begins on March 1, 2017, and shall end, unless extended, on February 28, 2022, at midnight (5) years.

3.2 Any Party may terminate its participation in this agreement by providing one hundred eighty (180) days written notice. In the event of termination of this agreement, compensation shall be made to the County for all SRD services performed to the date of termination.

ARTICLE IV **SCHOOL ASSIGNMENTS**

4.1 The Sheriff shall assign SRDs to the following school campuses on a full time basis during the Fall and Spring Semesters of the school year. During the Summer Session, SRDs will periodically patrol the schools on a part time basis during the Summer months when school is not in regular session. The Parties shall review SRD needs for any upcoming school year in as timely a fashion as possible.

- a. One (1) SRD at A&M Consolidated High School to primarily act as a law enforcement presence, mentor, problem-solver, and provide positive police-student relations.
- b. One (1) SRD at College Station High School to primarily act as a law enforcement presence, mentor, problem-solver, and provide positive police-student relations.
- c. One (1) SRD at College Station Middle School, to primarily act as a law enforcement presence, mentor, problem-solver, and provide positive police-student relations.
- d. One (1) SRD at A&M Consolidated Middle School, to primarily act as a law enforcement presence, mentor, problem-solver, and provide positive police-student relations.
- e. One (1) SRD Sergeant, supervisor of SRDs, to split time between College View High School and the Center for Alternative Learning, to primarily act as a law enforcement presence, mentor, problem-solver, and provide positive police-student relations. The Sergeant shall be provided an office separate and apart from school administrative offices.

4.2 In the sole discretion of the Sheriff but after consultation with the CSISD, the Sheriff may adjust the amount of time spent by each SRD at each campus.

4.3 Any SRD assignments to other CSISD schools will be negotiated in advance of the school year and shall be governed under the same terms set forth in this Agreement.

ARTICLE V **SRD DUTIES AND RESPONSIBILITIES**

Generally

The services to be provided by County to CSISD are law enforcement activities to be performed primarily on the designated campuses by SRDs. During the term of this contract, each SRD will work a total of 2080 hours during each twelve (12) month period inclusive of Permissible Leave as described below. Each SRD shall perform their duties in accordance with three general areas: Administrative, Law Enforcement, and Educational and Counseling.

5.1 Administrative Duties

- a. SRDs will check in with designated school staff upon arriving on campus and will report with school staff prior to leaving campus, unless circumstances prevent the SRD from checking in or out.
- b. The day-to-day operation and administrative control of the SRD Program will be the responsibility of the BCSO. Responsibility for the conduct of SRD personnel, both personally and professionally, shall remain with the BCSO... SRDs shall remain employees of the BCSO and shall not be employees of the CSISD.
- c. All acts of commission shall conform to the guidelines of the BCSO's Policy and Procedure Manual.
- d. SRDs will not enforce *school or house rules*, SRDs are not school disciplinarians and will not assume that role. However, if the principal or other staff believes an incident involves a violation of the law, the principal or staff member may contact the SRD and the SRD will determine whether law enforcement action is appropriate.

5.2 Law Enforcement Duties

- a. Enforce the laws of the State of Texas.
- b. Assist CSISD in maintaining lawful order on school property while in full BCSO uniform at all times or other apparel approved by the BCSO.
- c. Protect the students, teachers, staff, and public against criminal activity.
- d. Take enforcement action on criminal matters according to BCSO policy. As soon as practical, the SRD shall make the principal of the school aware of such action. At the principal's request, the SRD shall take appropriate law enforcement action against intruders and unwanted guests who may appear at

the school and school functions, to the extent that the SRD may do so under the authority of law.

- e. Gather information regarding potential problems such as gang activity, criminal activity, and student unrest and handle initial reports of crimes committed on campus during school hours
- f. Coordinate investigative procedures between law enforcement and school administrators that follow BCSO Policy.
- g. Conduct investigations of criminal violations (with the exception of major criminal violations such as murder or sexual assault in which instance the Deputies will assist the law enforcement agency with primary jurisdiction) occurring on CSISD property or at CSISD-sponsored or school-related activities.

5.3 Educational and Counseling Duties

- a. Provide information about law enforcement topics to students and staff.
- b. Provide informational programs for CSISD staff, students, and parents on a variety of topics including, but not limited to issues related to alcohol and other drugs, criminal law, violence, gangs, safety and security.
- c. Refer students and their families to the appropriate agencies for assistance when the need is determined.
- d. Maintain good communication between BCSO and CSISD administration, principals, and staff.
- e. SRDs will not replace any school counselor nor are they to conduct or offer any formal psychological testing or counseling.
- f. SRDs will give advice to help resolve issues between students that involve matters that may result in a criminal violation, disturbances, and disruptions.
- g. SRDs should not go to the home of a student without another deputy or school administrator. When a visit is warranted, it should be reported to the SRD supervisor as soon as practical.
- h. Student confidentiality should be maintained, unless the gravity of the situation dictates otherwise to the extent permitted under law.

5.4 Regular Hours, Vacation, Personal Leave, Overtime, and Training Responsibilities

- a. Each SRD shall be assigned on a full-time basis for eight (8) hours, on those days and during those hours that the school is in regular session
- b. The SRD hours and days of work are to be considered flexible and may be changed to meet the needs of the BCSO or at the direction of the Sheriff.
- c. Before taking any personal leave time, the school principal must be made aware of the SRDs absence. Each SRD will follow the BCSO leave policy; however, no deputy may take personal leave/vacation time during the school year without prior approval from their BCSO supervisor.
- d. When a SRD is temporarily absent from their assigned campus for training or other reasons on a day that the school is in session, the BCSO will make reasonable efforts to provide a police presence for that campus by assigning other SRDs or deputies. When a deputy is needed on campus at times when the SRD or other deputy is not on campus, school personnel should call the BCSO dispatch at the non-emergency number 979-361-3888/4980 or dial 9-1-1 in case of an emergency.
- e. SRDs are subject to current policy and procedures that are in effect for all BCSO Deputies, including attendance at all mandated training and testing to maintain state peace officer licensing and certification. This training and certification takes place throughout the year and may necessitate the temporary absence of the SRD from his or her assigned campus.
- f. For purposes of this Agreement, the term "Extracurricular Assignments" means law enforcement services provided by law enforcement personnel at CSISD events that occur outside of their regularly scheduled duty day. Extracurricular Assignments are expressly excluded from the purview of this Agreement. CSISD shall establish and operate its own program for appointment of law enforcement personnel from various law enforcement jurisdictions located in Brazos County to Extracurricular Assignments, as further described in Exhibit "A", separate and apart from this Agreement and independent of their employment with the County. To the extent that any Deputy performing services under this Agreement voluntarily participates in the CSISD Extracurricular Assignment Program, such Extracurricular Assignment shall be compensated under the terms of that Program and shall not be considered service under the terms of this Agreement for any purpose. No Deputy shall be expected to, required or instructed by any CSISD official or the SRD supervisor or any other County employee to participate in the Extracurricular Assignment Program. Though the County and CSISD believe that the Extracurricular Assignments Program is subject to the "Special detail work" exception to overtime requirements under the Fair Labor Standards Act pursuant to 29 USC § 207(P), if the performance of Extracurricular Assignment work results in any Deputy(s) working overtime hours legally compensable by the County, and the Deputy is classified as non-exempt under the Fair Labor Standards Act, then CSISD shall

be responsible for the appropriate overtime rates for the compensable overtime hours worked in that work period, as set forth below in Consideration.

ARTICLE VI **SELECTION, TRANSFER AND REMOVAL OF SRD**

6.1 Notice of SRD job openings will be made to all Law Enforcement Deputies at BCSO through regular postings. BCSO policy at the time of the opening will be followed during the selection process for SRDs. The Deputy(s) will be interviewed by a board consisting of BCSO representatives as determined by the Sheriff and representatives of the school for which the SRD will be assigned as determined by the school principal. The Sheriff or his appointed designee will make the final decision on all appointments or assignments related to the SRD program.

6.2 Reserved.

6.3 An SRD may request to transfer to another school if the request meets the approval of the principals of each affected school and the Sheriff or his appointed designee.

6.4 If the CSISD is dissatisfied with the performance of a SRD, the district will notify the SRD supervisor who will attempt to resolve the issue to the satisfaction of both the school district and the police department. If the SRD supervisor cannot resolve the issue, he/she will refer the issue with a recommended course of action to the Sheriff or his appointed designee.

6.5 The BCSO may take appropriate corrective or disciplinary action regarding any allegation of misconduct on the part of a SRD in accordance with BCSO policy and procedures.

6.6 The Sheriff or his appointed designee may dismiss or reassign a SRD when it is in the best interest of the County or CSISD.

6.7 In the event of a resignation, retirement, dismissal, or reassignment of a SRD, or in case of long-term absences by a SRD, BCSO will provide a temporary replacement for the SRD within thirty (30) school days of receiving notice of such absence, dismissal, resignation, retirement, reassignment. As soon as practical, an interview board shall convene and recommend a permanent replacement for the SRD position.

ARTICLE VII **SCHOOL DISTRICT RESPONSIBILITIES**

7.1 CSISD will provide the SRD with a portable two-way radio or program an existing radio to enable SRDs to communicate directly with the school administration.

7.2 CSISD will provide the SRDs with access to an office that allows for security and privacy, with the exception of AMCMS. The office must include, but is not limited to, a telephone, desk with lockable drawers, chair, office supplies, filing cabinet, which can be properly locked and secured, and computer.

7.3 CSISD will provide opportunities for SRDs to address teachers and school administrators about the SRD program's goals and objectives and provide SRDs the opportunity to address teachers and school administrators about criminal justice problems relating to students during in-service workdays.

7.4 Reserved.

7.5 CSISD will seek input from SRDs regarding criminal justice problems relating to students.

7.6 Patrol Vehicles

a. CSISD will provide a BCSO Patrol Vehicle for each SRD for their use in their duties and for emergency calls as needed. This vehicle will be used by SRDs for the safety and security of the faculty and students of the school. In accordance with the BCSO policy and procedures, these vehicles will be considered a take home vehicle. CSISD will pay 100% of the purchase price and equipping cost of each vehicle.

b. Patrol Vehicle(s), will at all times be the property of CSISD. CSISD will pay all of the expenses related to fuel, repairs, maintenance, insurance, and any associated costs for Patrol Vehicle(s).

c. CSISD will pay for all repairs, upkeep and other associated costs for the life of the Patrol Vehicle(s).

ARTICLE VIII **SALARY AND BENEFITS OF SRD**

8.1 CSISD agrees to reimburse the County for 100% of the SRD salaries (and any earned overtime) and fringe benefits (e.g. Total Wages, Certification Pay/Work, Longevity Pay, Cost of Living Adjustments, Training Specialist Pay, Accidental Death & Dismemberment, Group Insurance – Employer Paid, Group Life Insurance (WB), Long Term Disability, Medicare Portion/Social Security, Social Security - Employer Paid, TCDRS, Unemployment Compensation, and Worker's Compensation Insurance).

8.2 Parties agree to meet annually, prior to the beginning of the next school year, to negotiate increases in salaries due to merit raises earned by SRDs.

8.3 CSISD shall pay all expenses related to off-duty security performed by BCSO personnel including those off-duty securities voluntarily performed by SRDs on a contractual basis at an agreed upon off-duty rate.

8.4 CSISD will pay 100% of the cost of all SRD specific and law enforcement related training and any associated travel costs.

8.5 The County will invoice CSISD quarterly.

ARTICLE IX MISCELLANEOUS TERMS

9.1 Interlocal Cooperation Act. The Parties expressly acknowledge that each Party to this agreement is a local government as that term is defined in the Interlocal Cooperation Act. Nothing in this Agreement will be construed as a waiver or relinquished by either Party of its right to claim such exemptions, privileges and immunities as may be provided by law.

9.2 Amendment. The terms and conditions of this agreement may be amended upon mutual consent of all Parties. Mutual consent will be demonstrated by approval of each governing body of each Party hereto. No amendment to this agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all Parties.

9.3 Effective. This agreement shall become effective immediately upon execution by all Parties and shall continue in effect until terminated as provided herein.

9.4 Indemnification. **Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and without waiving its governmental immunity, each Party to this agreement agrees to hold harmless each other, its governing board, Deputies, agents, and employees for any liability, loss, damages, claims, or causes of action caused, or asserted to be caused, directly or indirectly by any other Party to this agreement, or any of its Deputies, agents or employees as a result of its performance under this agreement. However, any increase in County's liability insurance premium that results from an act by a SRD or CSISD shall be recovered from CSISD.**

9.5 Consent to Suit. Nothing in this agreement will be construed as a waiver or relinquishment by any Party of its right to claim such exemptions, privileges and immunities as may be provided by law.

9.6 Invalidity. If any provision of this agreement shall be held invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or

impaired thereby. The Parties shall use their best efforts to replace the respective provision or provisions of the agreement with legal terms and conditions approximating the original intent of the Parties.

9.7 Notices. Any notices, approval, consent, or communications by one Party to another must be in writing and be personally delivered or sent by registered or certified United States Mail, properly addressed to the respective Parties as follows:

Brazos County:
County Sheriff
1700 West SH 21
Bryan, Texas 77803
Tel:(979) 361-4900
Fax:(979) 361-4999

CSISD:
Superintendent
1812 Welsh Street
College Station, Texas 77840
Tel: (979) 764-5455
Fax:(979) 764-5492

9.8 Entire Agreement. It is understood that this agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the Parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this agreement exist. This agreement cannot be changed or terminated orally. No verbal agreement or conversation with any Deputy, agent, or employee of any Party before or after the execution of this agreement shall affect or modify any of the terms or obligations hereunder.

9.9 Texas Law. This agreement has been made under and shall be governed by the laws of the State of Texas.

9.10 Venue. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

9.11 Authority to Contract. Each Party has the full power and authority to enter into and perform this agreement and the person signing this agreement on behalf of each Party has been properly authorized and empowered to enter into this agreement. The persons executing this agreement hereby represent that they have authorization to sign on behalf of their respective Governmental Bodies.

9.12 Waiver. Failure of any Party, at any time, to enforce the provision of this agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this agreement, any part hereof, or the right of either Party thereafter to enforce each and every provision hereof. No term of this agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

9.13 Agreement Read. The Parties acknowledge that they have read, understand, and intend to be bound by the terms and conditions of this agreement.

9.14 Assignment. This agreement and the rights and obligations contained herein may not be assigned by any Party without prior written approval of the other Party to this agreement.

9.15 Multiple Originals. It is understood and agreed that this agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[Signatures to follow on the next page]

**COLLEGE STATION INDEPENDENT
SCHOOL DISTRICT**

BRAZOS COUNTY

By: _____
School Board President
Date: _____

By: _____
County Judge
Date: _____

ATTEST:

Date: _____