

**Approved**

Commissioners Court

JUL 24 2017

**REQUEST FOR AGENDA PLACEMENT FORM**

Submission Deadline - Tuesday, 12:00 PM before Court Dates

**SUBMITTED BY:** Constable Matt Wylie  
**TODAY'S DATE:** July 18, 2017

**DEPARTMENT:** Constable Precinct 1

**SIGNATURE OF DEPARTMENT HEAD:** *Matt Wylie*

**REQUESTED AGENDA DATE:** July 24, 2017

**SPECIFIC AGENDA WORDING:** Transfer of ASAP from the Sheriff Office to  
Constable Precinct 1

**PERSON(S) TO PRESENT ITEM:** Constable Matt Wylie

**SUPPORT MATERIAL:** (Must enclose supporting documentation)

**TIME:** \_\_\_\_\_ **ACTION ITEM:** \_\_\_\_\_  
**WORKSHOP** \_\_\_\_\_  
(Anticipated number of minutes needed to discuss item) **CONSENT:** \_\_\_\_\_  
**EXECUTIVE:** \_\_\_\_\_

**STAFF NOTICE:**

**COUNTY ATTORNEY:** \_\_\_\_\_ **IT DEPARTMENT:** \_\_\_\_\_  
**AUDITOR:** \_\_\_\_\_ **PURCHASING DEPARTMENT:** \_\_\_\_\_  
**PERSONNEL:** \_\_\_\_\_ **PUBLIC WORKS:** \_\_\_\_\_  
**BUDGET COORDINATOR:** \_\_\_\_\_ **OTHER:** Sheriff King

\*\*\*\*\*This Section to be Completed by County Judge's Office\*\*\*\*\*

ASSIGNED AGENDA DATE: \_\_\_\_\_

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE \_\_\_\_\_

COURT MEMBER APPROVAL \_\_\_\_\_ Date \_\_\_\_\_

**County of Johnson State of Texas**

**Inter-Local Agreement Cleburne I.S.D. and County of Johnson ASAP Deputies 2017-2018 School Year**

This agreement is made on the date of the last party's signature to this agreement and is between the County of Johnson, Texas, hereinafter referred to as "County" and the Cleburne Independent School District, hereinafter referred to as "District". The County and CISD make the following findings in entering into this agreement.

Whereas, this agreement is made pursuant to the authority of Section 791.001 - 791.029 of the Texas Government Code; and

Whereas, the expense of any payments or performance required by this agreement shall come from current revenues legally available to the parties; and

Whereas, the subject of this contract is necessary for the benefit of the public and each party has the legal authority to perform and to provide the government function or service which is the subject matter of this contract; and

Whereas, the parties find that the performance of this agreement is in the common interest of both parties. For and in consideration of the terms set below;

**I.**

The County, through the office of the Johnson County Constable's Office Precinct One, will conduct the following activities:

1. The Precinct One Constable's Office will deliver papers provided by the District to person(s) whom the District determines are in need of services regarding truancy from District schools.
2. The Precinct One Constable's Office will deliver the District's papers in person.
3. The Precinct One Constable's Office will provide a report to the District of the outcome of visit's with these persons.

The District agrees to pay County the amount of **\$140,027.00**, for two ASAP Deputies, to be paid beginning on September 1, 2017, on a monthly basis as invoiced by the Johnson County Auditor's Office, and the District agrees to pay said invoices within thirty (30) days. With the funds received from the District, the County will provide salary, workers compensation, sick leave, health insurance, payroll taxes, retirement, vacation, travel and training, petroleum, vehicle maintenance, and cellular service and equipment.

Any Officer who works more than 40 hours in a 7 day week work period shall be paid for the hours worked in excess of said 40 hours at a rate of 1.5 times such officer's hourly rate. Such hourly rate shall be computed by taking the annual salary of such officer and dividing it by 2080 (hours per year) to determine the "hourly" rate of pay for hours worked in excess of 40 hours in a 7 day work week period. The School District will pay all "overtime" incurred in ASAP or school related activity. Should any officer incur overtime during the school's summer vacation or Christmas vacation while employed strictly in non-school Precinct One Constable's Office duties, such overtime will be paid by Johnson County.

Johnson County may increase the rate of pay for all County employees or certain classes or groups of County employees in the annual budget process wherein salaries are set and pay rates established for Johnson County employees. School shall, in addition to its portion of funds otherwise provided herein for the salary of the ASAP Deputy, provide such additional funds as are necessary to pay any salary increases that Johnson County may enact that would be applicable to an employee such as the ASAP Deputy.

Any week day (Monday through Friday) that school is not in session, but Johnson County offices are open, then the ASAP Deputy shall report to the Johnson County Constable's Precinct One Office for assignment of duties. During the school's summer vacation the officer shall work within the affected school district as directed performing truancy related tasks, home verifications, or dropout prevention. It is anticipated that each ASAP Deputy will work an 8 hour day while performing SRO duties. Such work schedules may be adjusted during the pay period in order to avoid or minimize overtime payments. All overtime incurred as a result of work performed at or on behalf of the District shall be compensated by the District at the rate and method prescribed above.

Notwithstanding any other provision of this agreement, at such times of the year as school is not in session or the school is not engaging in functions which require the services of the ASAP Deputy on behalf of the school, the ASAP Deputy shall perform such other law enforcement duties or services as the Precinct One Constable may require.

#### **II.**

In addition, the District has provided funding for providing cellular phone and service for the ASAP Deputies. The County agrees with these funds to provide a cellular phone and service for the use of each of ASAP Deputies to maintain contact with the school and the Johnson County Constable's Office Precinct One. Further the District agrees to provide a secure office for the ASAP Deputies, a secure filing cabinet, and a computer for reporting requirements.

#### **III.**

This contract shall remain in effect from August 1, 2017 to July 31, 2018 subject to the provisions set forth below. However, under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Funds are acquired and appropriated annually for expenses of the County. Continuation of this contract is subject to the appropriation of funds by the State of Texas and / or the County Commissioners for each annual budget. In the event that the State of Texas or the Commissioner's Court does not appropriate funds for the services described in this contract then the terms and provisions of this contract requiring further provision of services or personnel by Johnson County are null and void and the exclusive remedy of Cleburne ISD is the termination of this agreement.

It is expressly understood and agreed that employment of the deputy constable shall cease on the date, which the inter-local agreement is terminated.

#### **IV.**

The Johnson County Precinct One Constable's Office will provide a vehicle for the ASAP Deputies use while on assignment to the District campus. The Johnson County Precinct One Constable's Office will provide a two way radio for the ASAP Deputies use to communicate with the Johnson County Sheriff's Office and the Precinct One Constable's Office.

The ASAP Deputy assigned to the District campus will report to duty for an eight hour work day. The duty hours of the ASAP Deputy will be according to the needs of the District. The assigned hours will apply to the days that schools are in session unless previous arrangements are made

and approved by the Johnson County Precinct One Constable's Office and the designated school officials. The uniqueness in the duties of the ASAP Deputy may require adjustment of hours or varied hours that may be in the best interest of the program.

**V.**

Annually, the designated principals of the District shall provide a written evaluation to the Precinct One Constable concerning the ASAP Program including the ASAP Deputies performance. This information shall be reflected in the annual evaluation of the individual ASAP Deputy. The annual evaluation will be completed by the SRO/ASAP Supervisor or the SRO/ASAP Administrator.

**VI.**

It is expressly understood and agreed that the period or term of this Agreement may be terminated without cause at any time by either party by giving to the other party thirty (30) days advance notice of its intention to do so, specifying therein the effective date of such termination.

Notice to the County shall be accomplished by certified mail to the **Johnson County Judge, 2 North Main Street, Cleburne, Texas 76033**. Likewise notice to the District shall be accomplished by certified mail to the **Superintendent at 505 North Ridgeway, Suite 100 Cleburne, Texas 76033**.

**VII.**

It is understood and agreed that the office of the Precinct One Constable is that of an independent elected official and neither the Precinct One Constable of Johnson County, nor any of its employees, agents or assignees, shall be deemed for any purposes to be employees of the District. The Precinct One Constable's Office assumes full responsibility for the actions of Johnson County personnel and volunteers while performing any services incident to this Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers compensation, disability benefits and like requirements.

**VIII.**

The District and County agree that the sum total of funding for this program is to be utilized during the calendar year for the benefit of the A.S.A.P. Program. It is understood that upon termination of this Agreement that all personal property will become the property of Johnson County and shall be owned by the County.

It is understood and agreed that all telephone and electronic services or devices that are provided by the District to the County will be returned to the District.

**IX.**

This agreement is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties consent to the jurisdiction and venue of the courts of Johnson County, Texas for any action under this agreement.

The term of this Agreement represents the 2017 - 2018 school year.

**X.**

By entering into this Agreement the parties do not intend to create any rights or obligations other than those specifically set forth herein and the Agreement shall not create rights in persons not a party to this Agreement.

The signatures to this Agreement warrant that each has the authority to enter into this agreement on behalf of the entity they represent.

IN WITNESS WHERE OF, the parties hereto have executed duplicate counterparts to effectuate these Agreements. Cleburne Independent School District County of Johnson, Texas

By: Kyle Heath  
Dr. Heath, Superintendent

Date: July 17, 2017

By: Roger Harmon  
Roger Harmon, County Judge

Date: 7/24/17

Approved:

By: Matt Wylie  
Matt Wylie, Constable Pct. One  
Johnson County

By: Becky Doney  
Attest: County Clerk

