

MAR 12 2018

**REQUEST FOR AGENDA PLACEMENT FORM**

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

**SUBMITTED BY: Jim Simpson**

**TODAY'S DATE: March 6, 2018**

**DEPARTMENT:**

**X County Attorney's Office  
For Sheriff's Office**

**SIGNATURE OF DEPARTMENT HEAD:**

**X \_\_\_\_\_**

**REQUESTED AGENDA DATE:**

**X March 12, 2018**

**SPECIFIC AGENDA WORDING:**

**Consideration and approval of Modification and Novation of Interlocal Agreement between Joshua ISD and Johnson County to delete the service of one officer for remainder of the term of the Agreement.**

**PERSON(S) TO PRESENT ITEM: Adam King/ Marshall Whitlock**

**SUPPORT MATERIAL: (contract attached to email)**

**TIME:**

**10 minutes**

**ACTION ITEM:**

**WORKSHOP:** \_\_\_\_\_

(Anticipated number of minutes needed to discuss item)

**CONSENT:** \_\_\_\_\_

**EXECUTIVE:** \_\_\_\_\_

**STAFF NOTICE:**

**COUNTY ATTORNEY:** \_\_\_\_\_ **X** \_\_\_\_\_

**ISS DEPARTMENT:** \_\_\_\_\_

**AUDITOR:** \_\_\_\_\_ **X** \_\_\_\_\_

**PURCHASING DEPARTMENT:** \_\_\_\_\_

**PERSONNEL:** \_\_\_\_\_

**PUBLIC WORKS:** \_\_\_\_\_

**BUDGET COORDINATOR:** \_\_\_\_\_

**OTHER:** Sheriff's Office

**\*\*\*\*\*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  
Joshua I.S.D. and County of Johnson  
School Resource Officer (SRO)  
2017-2018 School year**

**Contract Modification and Novation**

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

**Whereas**, this agreement is made pursuant to the authority of Section 791.001 – 791.129 of the Texas Government Code; and

**Whereas**, the expense of any payments or performance required by this agreement shall come from the current revenues 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 provide the governmental function or service which is the subject of this contract; and

**Whereas**, Johnson County and the District firmly believe that the School Resource Officer (SRO) is vital to the education and well being of our students. The Johnson County Sheriffs Office in cooperation with the District desires to implement a SRO Program that provides a forum for students, parents, faculty, and law enforcement officers to become acquainted and earn mutual respect; and

**Whereas**, the SRO Program is designed to involve a uniformed police officer in the school environment to promote public relations through formal and informal interaction. The programs directed toward the prevention of anti social behavior through education, communication, and an understanding of law enforcement's role in our society. The SRO is responsible to present formal classroom programs addressing community topics, such as alcohol, drug, tobacco usage, gangs, school violence, criminal and traffic laws, and the criminal justice system functions; and

**Whereas**, the major goals of this program are to improve police/student relationships, to promote citizenship, to foster voluntary compliance with criminal and traffic laws, and to reduce anti-social behavior. The SRO'S presence in schools serves to enhance student safety, facilitate criminal investigations, and educate students about law enforcements role within the criminal justice system. The program's objectives are geared toward the training and education of our students. Further, the SRO Program is established to act as an liaison and resource to the student, faculty, administration, judicial system, juvenile services, and law enforcement; and

***Whereas***, *The parties agree that to best serve the purposes of Joshua ISD and Johnson County that the parties agree to the modification of the terms of the contract entered into on by Fran Marek on behalf of the Joshua ISD on June 19, 2017 and by Judge Roger Harmon on behalf of Johnson County on July 10, 2017 which*

***provide for two SRO Officers on the District's High School and Middle School campuses from September 1, 2017 to August 31, 2018 with the District compensating the County in the amount of \$107,554.00 in the manner described below to reflect the County ceasing to provide services of one of the officers effective March 31, 2018 and continuing to provide the services of the other officer through August 31, 2018.***

**Whereas**, the parties find that the performance of this agreement is in the common interest of both parties

NOW THEREFORE, for the mutual consideration stated herein the County and District agree as to follows:

**IA.**

***The terms and provisions set forth in Section IA shall terminate March 31, 2018, thereafter the terms and provisions set forth in section IB shall govern the Agreement.***

District agrees to pay County the amount of **\$107,554.00** per year for the two SRO deputies assigned to the District. The total amount shall be divided into 12 equal payments, each to be paid monthly. This funding amount would place an SRO on the District's High School and Middle School campuses from September 1, 2017 to August 31 2018. The County and the District expect that said **\$107,554.00** would compensate the County for personnel salaries, health insurance, workers compensation insurance, unemployment insurance, uniform allowance, petroleum products expense, ammunition expense, dues & conference expense, tires and tubes expense and vehicle and maintenance expense. Johnson County will submit monthly invoices to the District, and the District will pay the said invoice 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, and uniform allowance.

**IB.**

***The terms and provisions set forth in Section IA shall terminate March 31, 2018, thereafter the terms and provisions set forth in section IB shall govern the Agreement. Section IB shall be effective from April 1, 2018 until the termination of this Agreement.***

District agrees to pay County the amount of **\$21,935.00** for ***a period of 5 months*** for the ***ONE*** SRO deputy assigned to the District. The total amount shall be divided into ***5 equal payments***, each to be paid monthly. This funding amount would place an SRO on the District's ***Middle School campus*** from ***April 1, 2018 to August 31 2018***. The County and the District expect that said **\$21,935.00** would compensate the County for personnel salaries, health insurance, workers compensation insurance, unemployment insurance, uniform allowance, petroleum products expense, ammunition expense, dues & conference expense, tires and tubes expense and vehicle and maintenance expense. Johnson County will submit monthly invoices to the District, and the District will pay the said invoice 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, and uniform allowance.

***The modification and novation does not relieve Joshua ISD of a duty to pay County for services already performed or the obligation to pay or reimburse Johnson County for acts, expenses, costs or liabilities incurred by Joshua ISD or County prior to April 1, 2018 pursuant to the Agreement entered into by Fran Marek on behalf of the Joshua ISD on June 19, 2017 and by Judge Roger Harmon on behalf of Johnson County on July 10, 2017.***

***The parties recognize and agree that the sum of \$107,554.00 set forth in Section IA has been partially paid and the residual amount will be reduced by the amount Johnson County would have required from Joshua ISD to compensate Deputy Hoschar from April 1, 2018 through August 31, 2018 and for other costs associated with providing one SRO from April 1, 2018 through August 31, 2018.***

## **II.**

The Sheriff will designate or assign an officer(s) as the SRO officer(s) for the District. In the event an assigned officer is unable to report on a particular time or date, the Sheriff and the County will endeavor to assign, are not obligated to assign, a replacement officer.

## **III.**

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 SRO'S, 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 S.R.O.

## **IV.**

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

## **V.**

The Johnson County Sheriff's Office will provide a vehicle for each SRO'S use while on assignment to the District campus. The Johnson County Sheriff's Office will provide a two way radio for the SRO'S use to communicate with the Johnson County Sheriff's Office.

## **VI.**

The SRO assigned to the District campus will report to duty during the hours of 7:30 am to 4:00 pm on the days that schools are in session unless previous arrangements are made and approved by the Johnson County Sheriff's Office and the designated school officials. Any week day (Monday through Friday) that school is not in session, but Johnson County offices are open, then the SRO Officer shall report to the Johnson County Sheriffs Office for assignment of duties.

During the schools summer vacation the officer shall report to the Sheriff's office for assignment of duties. It is anticipated that each SRO 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 below.

#### **VII.**

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 SRO or school related activity. Should any officer incur overtime during the school's summer vacation or Christmas vacation while employed strictly in non-school Sheriff's Office duties, such overtime will be paid by Johnson County.

***[Paragraph deleted as it was redundant with Section III.]***

Any week day (Monday through Friday) that school is not in session, but Johnson County offices are open, then the SRO Deputy shall report to the Johnson County Sheriff's Office for assignment of duties. During the school's summer vacation the officer shall report to the Sheriff's Office for assignment of duties. It is anticipated that each SRO Deputy will work an 8 hour day while performing SRO duties. Such work schedules may be adjusted during the 40 hour work week 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 SRO Deputy on behalf of the school, the SRO Deputy shall perform such other law enforcement duties or services as the Sheriff of Johnson County may require.

#### **VIII.**

The SRO will serve as the liaison for events in the District, which require additional security, as this will allow the SRO to coordinate between the school and other law enforcement entities or personnel.

#### **IX.**

District shall name Johnson County as an additional insured party for general liability claims. District will provide certificates of insurance upon request showing that Johnson County has been named as an additional insured party. Subject to the Texas Tort Claims Act, Texas Constitution, and other applicable state statutes, the District covenants and agrees that it will indemnify and hold harmless Johnson County and its officers and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect, omission or claim whatsoever arising in relation to the performance of this Agreement. In the event that a claim is paid by or defense costs are incurred by any insurer or risk pool on behalf of Johnson County, the District shall indemnify and hold harmless such insurer or risk pool for all expenditures. In no event will

Johnson County or its officers, officials or employees be liable for any damages arising from or relating to the services provided by Johnson County under this Contract.

**X.**

Annually, the designated principals of the District shall provide a written evaluation to the Sheriff concerning the SRO Program including the SRO'S performance. This information shall be reflected in the annual evaluation of the individual SRO. The annual evaluation will be completed by the SRO Supervisor or the SRO Administrator.

The SRO shall have the following duties and responsibilities.

1. The SRO shall act as a liaison and resource between the law enforcement community, District, Johnson County Juvenile Probation, Johnson County Juvenile Courts, Child Protective Services, Child Advocacy Center, and other related community services.
2. The SRO shall maintain daily contact with the students of the District, which includes interaction with the students to promote the development of basic life skills and good citizenship. The SRO shall be a positive role model for our students.
3. The SRO shall wear a distinctive uniform unless otherwise authorized by the Sheriff, or as policy governing the SRO position.
4. The SRO will at all times conform to established policies and procedures, as set forth by the Johnson County Sheriff's Office and the affected school district. The conduct of the SRO will be governed by the Johnson County Code of Conduct.
5. The SRO shall adhere to established school policies in the handling of criminal offenses, as practical. If there is a conflict between school practice and state laws then state law shall prevail. Examples: Family Code, Education Code, Texas Penal Code, Code of Criminal Procedure, and Juvenile Court Guidelines.
6. While the SRO is encouraged to establish and maintain positive police/student relations, the SRO will take enforcement action upon offenses that are committed in his/her presence or brought to his/her attention. This requirement does not prevent the SRO from taking appropriate corrective action for minor offenses, exercising discretion and utilizing alternatives outside the criminal justice system.
7. Anytime a student is to be taken into police custody in accordance with state law, parental notification is the responsibility of the designated Principal or police officer. The SRO will be responsible to ensure compliance with this legal requirement.
8. During arrests, the SRO shall take care not to humiliate or embarrass the student. If possible, the officer will isolate the arrestee away from the student population before handcuffing to avoid any negative attention. Officer safety considerations shall prevail.
9. The SRO shall be responsible for the preliminary investigation as well as any follow up investigation. Patrol Officers and CID Detectives may be called on to assist when necessary.
10. Student interviews and interrogatories will be conducted in strict compliance with established policies and procedures, state law, and constitutional limits. If the interview

is conducted at the school, the interview shall be done in the presence of the principal or his designee.

11. The SRO will monitor law enforcement activity on District campuses and ensure that officers conducting investigative activities are informed regarding school policies governing such actions.
12. The SRO shall maintain a working relationship with law enforcement agencies with joint jurisdiction. This will ensure the offenses occurring both on and off campus involving students are shared.

**XI.**

It is expressly understood and agreed that the period or term of this Agreement may be terminated without cause at anytime by either party by giving to the other party thirty (30) days advance notice of it's intention to do so, specifying therein the effective date of such termination. Notice to the County shall be accomplished by certified mail to the Sheriff at **1102 E. Kilpatrick, Cleburne, Texas 76031**. Likewise notice to the District shall be accomplished by certified mail to the **District Superintendent at P.O. Box 40, Joshua, Texas 76058**.

**XII.**

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.

**XIII.**

***The term of this Agreement is from April 1, 2018 to August 31, 2018. Joshua ISD is forming their own police agency and expects to take over all SRO activities and responsibilities for the 2018-2019 school year beginning September 1, 2018.*** The SRO's assigned to the SRO Program will be assigned primarily to the District. The Deputies assigned to this program will be required by the Sheriff to attend training to maintain their TCOLE License and law enforcement capabilities. The SRO Deputy will be required to coordinate their attendance to these trainings as well as other times off campus with the appropriate school administrator.

**XIV.**

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.

**XV.**

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

***This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.***

IN WITNESS WHEREOF, the parties hereto have executed duplicate counterparts to effectuate these Agreements.

Joshua Independent School District County of Johnson, Texas

By: *Fran Marek*  
Fran Marek, Superintendent

Date: 3/19/18

By: *Roger Harrison*  
Roger Harrison, County Judge

Date: March 12 2018

*Becky Mey*  
Attest: County Clerk

Approved:

*Adam King*  
Adam King, Johnson County Sheriff

