

NOV 26 2018

Approved

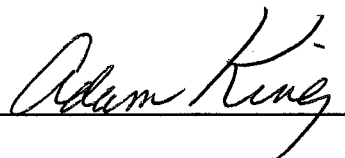
REQUEST FOR AGENDA PLACEMENT FORM

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

SUBMITTED BY: Sheriff Adam King
TODAY'S DATE: November 13, 2018

DEPARTMENT: Sheriff's Office

SIGNATURE OF DEPARTMENT HEAD: X



REQUESTED AGENDA DATE: November 26, 2018

SPECIFIC AGENDA WORDING: Consideration of amended Interlocal Agreement between Alvarado ISD and Johnson County for School Resource Officer (SRO) for the 2018-2019 school year.

PERSON(S) TO PRESENT ITEM: Sheriff King or his designee

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 5 Mi

ACTION ITEM: X _____
WORKSHOP: _____
CONSENT: _____
EXECUTIVE: _____

(Anticipated number of minutes needed to discuss item)

STAFF NOTICE:

COUNTY ATTORNEY: X
AUDITOR: X _____
PERSONNEL: X _____
BUDGET COORDINATOR: _____
IT DEPARTMENT: _____
PURCHASING DEPARTMENT: _____
PUBLIC WORKS: _____
OTHER: _____

*****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
Alvarado I.S.D. and County of Johnson
School Resource Officer (SRO)
2018-2019 School year (Modification 1)**

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 Alvarado 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 find that the performance of this agreement is in the common interest of both parties

Whereas, The parties agree that to best serve the purposes of Alvarado ISD and Johnson County that the parties agree to the modification of the terms of the contract entered into by Dr. Kenneth Estes on behalf of the Alvarado ISD on July 16, 2018 and by Judge Roger Harmon on behalf of Johnson County on July 23, 2018 which provides for an SRO on the District's campuses from August 1, 2018 to July 31, 2019 with the District compensating the County in the amount of \$279,309.00 in the manner described below to reflect the County Changing from "overtime pay" to "comp time" to manage hours worked by the deputies the subject of this Agreement. This modified Agreement shall also reflect the amount of compensation to be paid to Johnson County for the period October 1, 2018 to September 30, 2019, taking into account the raises to Johnson County Sheriff's Office personnel that became effective October 1, 2018 and such changes in insurance costs which may occur during the course of the Agreement.

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 October 31, 2018, thereafter the terms and provisions set forth in section IB shall govern the Agreement. (However, the amount paid pursuant to Section 1A shall also be adjusted to account for raises and changes to insurance costs.)

District agrees to pay County the amount of **\$279,309.00** per year for the four SRO Deputies assigned to the District. The total amount shall be divided into 12 equal payments prorated based on the hire date of each individual deputy, each to be paid monthly. This funding amount would place a School Resource Officer on the District's AISD Campuses from August 1, 2018 to July 31, 2019. The County and the District expect that said **\$279,309.00** would compensate the County for personnel salaries, health insurance, workers compensation insurance, unemployment insurance, uniform allowance, petroleum products expense, ammunition expense, dues & conference expense and tire 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 October 31, 2018 thereafter the terms and provisions set forth in section IB shall govern the Agreement. (However, the amount paid pursuant to Section 1A shall also be adjusted to account for raises and changes to insurance costs.) Section IB shall be effective from November 1, 2018 until the termination of this Agreement.

District agrees to pay County the amount of **\$236,353.50 for the remainder of the term of the Agreement** for the SRO assigned to the District. The total amount shall be divided into **9 equal payments**, each to be paid monthly. This funding amount would place an SRO primarily on the District's High School campus from August 1, 2018 to July 31, 2019. The County and the District expect that said **\$236,353.50** 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 **from November 1, 2018 through July 31, 2019**. 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.

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, but are not obligated to assign, a replacement officer.

If the designated SRO is unable to fulfill said duties for a period that exceeds five days, due to injury or illness, while school is in session, the Johnson County Sheriff's Office will send a replacement officer to fulfill the duties in the SRO's absence.

III.

The District agrees to provide a cellular phone stipend (\$40.00 per month) for the SRO'S to purchase cellular service 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.

IV.

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.

V.

The SRO assigned to the District campus will report to duty at times designated by school officials. Any week day (Monday through Friday) that school is not in session and training is not scheduled, the Deputy will report as instructed by AISD officials. During the schools summer vacation the officer shall report to the assigned campus unless otherwise directed by AISD officials or training requirements. 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 **"comp time" accumulation or** 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.

VI.

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

Notwithstanding other provisions for payment of overtime, it is the agreement of the parties and the policy of the County and the District that officers will receive compensatory time or "comp time" for hours worked over 40 hours per week instead of compensatory or "time and a half" pay. Said "comp time" shall be computed at a rate of 1.5 hours of "comp time" for each hour worked in excess of 40 hours in a 7 day work week period.

A maximum of 120 compensatory hours may be accrued. Once an employee has reached the maximum compensatory hours, any overtime hours worked must be paid at the time the employee is normally paid for the period in which the overtime was worked.

In the event an employee vacates the position or the employee or position is terminated, payment due for any outstanding time will be paid by the Alvarado Independent School District without regard as to whether the position was vacated by the employee, the Johnson County Sheriff's Office or the Alvarado Independent School District; or, whether the employee resigned, retired or was terminated.

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 Deputies, provide such additional funds as are necessary to pay any salary increases that Johnson County may enact or health insurance cost increases including dental and vision insurance costs incurred by Johnson County that would be applicable to an employee such as the SRO Deputy.**

Notwithstanding any other provision of this agreement, the SRO Deputy shall perform such other law enforcement duties or services as the Sheriff of Johnson County may require.

VII.

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.

VIII.

Subject to the Texas Tort Claims Act, the 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, subject to the Texas Tort Claims Act, the Texas Constitution, and other applicable state statutes, 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.

IX.

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.

X.

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 387, Alvarado, Texas 76009**.

XI.

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.

XII.

The term of this Agreement represents the 2018 – 2019 school year.

XIII.

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.

XIV.

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

Kenneth Estes Date: 11.15.18
Dr. Estes, Superintendent
Alvarado ISD

Roger Harmon Date: 11/26/18
Roger Harmon, Johnson County Judge

Becky Drey
Attest: County Clerk



Approved:

Adam King
Adam King, Johnson County Sheriff