

**AGENDA ITEM 36**

Consider approving interlocal agreement with Round Rock I.S.D. for one additional school resource officer for next school year.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve interlocal agreement with Round Rock I.S.D. for one additional school resource officer for next school year.

Vote: 5 - 0

< Attachment >

**Williamson County**  
Georgetown, Texas

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Kurt Showalter  
Financial Manager – Sheriff's Department



Date: July 15, 2003

To: Judge John Doerfler

From: Kurt Showalter

Re: Interlocal Agreement for School Resource Officer

CC: Julie Kiley

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Please find attached the Interlocal Agreement between the Round Rock Independent School District and Williamson County for Commissioner's Court approval. This new interlocal agreement provides for the addition of one school resource officer that was previously provided by grant funds.

Additionally, please find attached the calculation for the budgetary requirements if this agreement is approved. Although the county will only be responsible for 25% of the total cost of this officer, the total salary and associated fringe benefits will need to be budgeted as Round Rock Independent School District reimburses their costs.

Thank you for your help with this matter. Let me know if you require any additional information.

**INTERLOCAL AGREEMENT FOR IN SCHOOL DEPUTIES  
SCHOOL YEAR 2003 – 2004**

**THE STATE OF TEXAS           §**  
   §  
**COUNTY OF WILLIAMSON   §**

**EFFECTIVE DATE:**

**PARTIES:**

**Round Rock Independent School District**, hereinafter referred to as the "District".  
**Williamson County, Texas**, hereinafter referred to as the "County".  
**Williamson County Sheriff's Office**, hereinafter referred to as the  
 "Sheriff's Office".

**SERVICE:**

Pursuant to Chapter 791, Texas Government Code, the Texas Interlocal Cooperation Act (the "Cooperation Act") the parties are empowered to contract With each other for the performance of governmental functions, including police protection, and as permitted in §21.483 of the Texas Education Code, the Department shall provide one Deputy at Cedar Valley Middle School, one Deputy with shared responsibilities at Grisham Middle School and Deer Park Middle School, one Deputy as McNeil High School, and one Deputy as Westwood High School during the regularly scheduled school sessions to perform the duties as herein setforth. County approval was granted by the Williamson County Commissioner's Court on \_\_\_\_\_, by resolution filed in Vol. \_\_\_\_\_, Page \_\_\_\_\_, of the minutes of Commissioner's Court.

In consideration of the mutual covenants and agreements, contained herein, as well as other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Term. The term of this agreement shall be for the 2003 – 2004 school year and each successive year thereafter, unless Section 6(f) is imposed.

Section 2. Patrol Services. Additional services provided to the District under this Agreement shall be provided by deputies employed by the Sheriff's Office, and such deputies shall remain under the control and supervision of the County at all times and shall remain County employees, entitled to the same benefits and subject to the same restrictions as any other deputy. The deputies shall work directly with the Campus Principal of each School to perform duties including, but not limited to the following:

1. Coordination of all security efforts at the School to which the deputy is assigned.

2. Give classroom presentations to students on topics dealing with personal safety, peer pressure, handling crisis, chemical abuse, sexual abuse, molestation prevention, Texas Penal Code, City Ordinances, Texas Family Code, Texas Education Code, conflict resolution, gang involvement alternatives, etc.
3. Coordination of communication between the School and the Sheriff's Office.
4. Coordination of a safety audit of the campus and the development of a long range plan for campus safety incorporating input from parents, students and teachers. Make safety recommendations to the administration.
5. Coordination of all campus vehicular and pedestrian traffic control.
6. Address all incidents which require law enforcement intervention on campus.
7. Instruct the faculty and staff in areas dealing with safety awareness, after hour facility use, crisis prevention and personal safety.
8. Coordination of all documentation regarding persons who trespass at the school.
9. Be available on a regular basis to any on campus students who have an interest in a career in law enforcement.
10. Coordination of security equipment between campus principals and campus monitors.
11. Maintain high visibility on campus in uniform or in civilian clothes as may be appropriate.
12. Keep school personnel abreast of current research and safety programs as they evolve.
13. The deputies providing services under this Agreement shall remain County employees. Such deputies shall, when appropriate, wear their Sheriff's Office uniforms and equipment and utilize marked Sheriff's Office patrol cars while providing services under this Agreement. All equipment, uniforms, and insurance of such employees shall be the sole responsibility of the County. All deputies providing services under this Agreement shall be acting in the course and scope of their employment by the County at all times while engaged in the performance of the additional patrol services contemplated hereunder.

Section 3. Performance of the Deputy. Deputies may wear, but are not limited to their Sheriff's Office uniforms and equipment and shall utilize marked Sheriff's Office patrol cars while providing services under this Agreement. All equipment,

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uniforms, and insurance of such employees shall be the sole responsibility of the County. All deputies providing services under this Agreement shall be acting in the course and scope of their employment by the County at all times while engaged in the performance of the additional patrol services contemplated hereunder.

The foregoing shall in no way relieve the County of its obligation to provide routine patrol services to property within the District on the same basis as such services are provided to other property within the County. The foregoing services shall be in addition to, and not in lieu of, such routine services.

Section 4. Compensation. The district, in paying for the governmental services being rendered by the County through the Department hereunder, shall make such payments out of current revenues available to the District, as required by applicable law. The district shall pay to the County 9/12 of the annual salary and benefits for each deputy provided. The District shall also pay for any special training necessary for the deputies involved in this service.

Section 5. Notice. Any notice given hereunder shall be in writing, and may be effected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective parties indicated below:

District: Round Rock Independent School District  
1311 Round Rock Ave.  
Round Rock, TX 78681

County: Williamson County Sheriff's Office  
508 South Rock  
Georgetown, TX 78626

The foregoing addresses for notice may be changed by either the County or the District by delivering written notice of such change, in accordance with the requirements of this Section, to the other party.

Section 6. General Provisions.

- a. Interlocal Cooperation. The District and the County agree to cooperate with each other, in good faith, at all times during the term hereof in order to effectuate the purposes and intent of this Agreement. Each party hereto acknowledges and represents that this Agreement has been duly authorized by their respective governing body.
- b. Entire Agreement: Amendments. This Agreement contains the entire agreement between the parties respecting the subject matter hereof, and supersedes all prior understandings and agreements between the parties regarding such matters. This agreement may not be modified or

amended except by written agreement duly executed by the parties hereto.

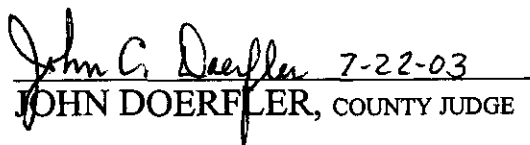
- c. Interpretation. The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted pursuant to the Cooperation Act. All terms and provisions hereof are to be construed and interpreted consistently with such Act.
- d. Invalid Provisions. Any clause, sentence, paragraph or article of this agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement.
- e. Applicable Laws. This Agreement shall be construed in accordance with the laws and constitution of the State of Texas. All obligations hereunder are performable in Williamson County, Texas and venue for any action arising hereunder shall be in Williamson County, Texas.
- f. Termination of Agreement. This agreement may be terminated by either party upon thirty (30) days written notice.

ROUND ROCK INDEPENDENT  
SCHOOL DISTRICT

WILLIAMSON COUNTY  
SHERIFF

\_\_\_\_\_  
DR. TOM GAUL, SUPERINTENDENT

  
JOHN MASPERO, SHERIFF

 7-22-03  
JOHN DOERFLER, COUNTY JUDGE

SRO CALCULATION  
Fiscal year 03-04

<u>03/04</u> <u>Salary</u>	<u>Pay</u> <u>Periods</u>	<u>Gross</u> <u>Salary</u>	<u>Retirement</u> <u>&amp; FICA</u>	<u>Insurance</u>
1,568.11	12.00	18,817.32	3,394.64	
1,689.80	14.00	23,657.20	4,267.76	5,400.00
<b>Totals</b>		42,474.52	7,662.40	5,400.00
Amount paid by RRISD(75%)		31,855.89	5,746.80	4,050.00
Amount paid by Williamson County(25%)		10,618.63	1,915.60	1,350.00
<b>Total paid by Williamson County</b>		<u>13,884.23</u>		

Note: Increase in salary due to Sheriff's payroll tenure plan  
Deputy will reach 8 year service anniversary date on March 20, 2004

7/17/03  
This person (Robert Tenner)  
is counted on salary  
pay of 5600.  
Junk will adjust  
his salary to  
reflect that  
W.C. Porter

**AGENDA ITEM 37**

Consider approving resolution regarding the Williamson County landfill road.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To approve the resolution regarding the Williamson County landfill road, to rename the road from County Road 128 to Landfill Road, for the purpose of clarifying that the access road is a private road on County owned property.

Vote: **5 - 0**

<Attachment>

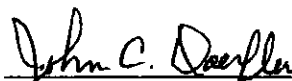
**RESOLUTION****A RESOLUTION OF THE WILLIAMSON COUNTY COMMISSIONERS COURT  
RENAMING THE ROAD AT THE WILLIAMSON COUNTY LANDFILL**

**WHEREAS**, the Williamson County Commissioners Court voted to approve designating the new landfill road as County Road 128 for 9-1-1 purposes on November 21, 1995 (Agenda Item # 11);

**WHEREAS**, it was and still is the intent of the Commissioners that the road serve as driveway access to the landfill and adjacent property which the County owns and proposes to incorporate into the landfill;

**THEREFORE, BE IT RESOLVED**, that the Williamson County Commissioners Court hereby renames the landfill access road as Landfill Road (previously County Road 128) for the purpose of clarifying that the access road is a private road on County owned property.

Resolution adopted by the Williamson County Commissioners Court on this 22 day of July, 2003.

 7-22-03  
Honorable John C. Doerfler  
Williamson County Judge