

# STATE OF TEXAS

## COUNTY OF COLLIN

### INTERLOCAL COOPERATION AGREEMENT FOR LAW-ENFORCEMENT SERVICES

By their authority under the Interlocal Cooperation Act, Texas Government Code, chapter 791, Collin County and the Blue Ridge Independent School District enter this Interlocal Cooperation Agreement for Law-Enforcement Services. Through the Sheriff's Office, Collin County will provide a licensed peace officer as a School Resource Officer (SRO) for a dedicated, full-time assignment in Blue Ridge ISD. Blue Ridge ISD will reimburse the County for the SRO's compensation and certain expenses.

#### **1. Term**

1.1 This Agreement is effective as of August 21, 2017 (the effective date), and its term will continue for four years from the Effective Date to the Expiration Date. *See* Gov't Code, § 791.011(i). Contract Year 1 will run from August 21, 2017, to July 31, 2018. Contract Years 2, 3, and 4 will start on August 1<sup>st</sup> of each successive year.

#### **2. Collin County's Obligations**

2.1 **SRO.** The Sheriff's Office will assign one sheriff's deputy with a peace officer's license and who is qualified by TCOLE as an SRO for full-time duty at Blue Ridge ISD. The deputy will be licensed as required by section 1701.602 of the Texas Occupations Code. The Sheriff's Office will send the deputy to the next reasonably available course for the deputy to earn a school-based law-enforcement proficiency certificate under TCOLE rules. Although NASRO has not announced 2018's class schedule, the Sheriff's Office expects that the next available SRO class will be in July–August 2018.

2.2 **Emergency.** In an emergency, the Sheriff will confer with Blue Ridge ISD, and the Sheriff may recall the SRO for temporary duty. If it reasonably appears as though an emergency recall will last more than four school days, then the Sheriff will confer with Blue Ridge ISD and the parties will treat the SRO as unavailable under paragraph 2.3.

2.3 **SRO Unavailable.** As discussed in paragraph 3.6, below, the SRO will schedule vacation and other time off with Blue Ridge ISD under Blue Ridge ISD's usual practices for such scheduling. If, however, the SRO becomes disabled or otherwise generally unavailable for work assignments in Blue Ridge ISD, then the parties will confer and the Sheriff's Office will take prompt steps under the circumstances to provide a replacement SRO under reimbursement terms parallel to those here but adjusted for the then-prevailing circumstances.

2.4 **Qualifications and Discipline.** The Sheriff's Office will be responsible for the SRO's peace officer's license, appointment, training, continuing education, uniform,

equipment, and firearms. The Sheriff's Office alone will have the authority to make all fitness-for-duty decisions, discipline the SRO, or terminate the SRO's employment with the County.

2.5 **Uniform, Policies, and Commute.** The SRO will wear an appropriate uniform of the Sheriff's Office and comply with the rules and policies of the Sheriff's Office. The SRO will drive the SRO's personal vehicle to and from duty at Blue Ridge ISD.

2.6 **SRO's Compensation.** Collin County will pay the SRO's full compensation. Collin County will pay the SRO on the same pay schedule and pay periods as other deputies and employees in the Sheriff's Office. Collin County will withhold all amounts withheld by employers under the relevant compensation and tax law and county policy. Collin County will reasonably cooperate on the SRO's scheduling under paragraphs 3.1–3.6.

2.7 **Police Radio.** Collin County will provide the SRO with a police radio.

2.8 Collin County will provide the SRO with workers compensation coverage.

2.9 Collin County will not provide the SRO with a vehicle.

### 3. **Blue Ridge ISD's Obligations**

3.1 **Classification of the SRO's Work Time.** For purposes of this agreement, the SRO's work time will be divided between: (a) work time during the regular school day during the school year, (b) work time during events that occur during or outside the school day but during the school year, such as sports, extracurricular, and school-board events, and (c) summer vacation. The parties expect that the SRO will follow Blue Ridge ISD's customary schedule for work and time off and that the SRO will *not* regularly work for Blue Ridge ISD during (c). At times usually within Blue Ridge ISD's control, the SRO may work overtime during (a) or (b).

3.2 **SRO's Routine Work Assignments.** Blue Ridge ISD will provide the SRO with all routine work assignments, including work hours and work locations, for work under paragraph 3.1(a) and (b). As to the content of work, Blue Ridge ISD will assign only duties that are consistent with the SRO's qualifications and role as a peace officer with a school-based law-enforcement proficiency certificate. At its option, Blue Ridge ISD may request the SRO to provide a firearm-accident-prevention program in each of its schools during a school year. Blue Ridge ISD will bear the costs of materials for such a program. Generally, the parties expect the SRO's work locations to be schools or facilities inside Blue Ridge ISD's territory.

3.3 **Scheduling Goals.** The SRO's standard work week is 40 hours, and a summer vacation is two months, or four two-week pay periods. Initially, Blue Ridge ISD will schedule the SRO's work assignments so that the SRO generally works at least 40 hours of compensable time per week during the school year under paragraph 3.1(a) and (b) *and* accrues at least 320 hours of comp time by the end of the school year, subject to the

limitation in paragraph 3.4. The SRO will also earn PTO, according to Collin County policy, year-round. The parties expect that the SRO will conform to Blue Ridge ISD's customary schedule for work and times off, including summer vacation, spring break, winter break, staff-development days, and other days or partial-days off. The SRO will use or take comp time, PTO, or other leave, during summer vacation, spring break, winter break, staff-development days, and other times off. "Times off" here means days or partial days off falling in weeks, not during summer vacation under paragraph 3.1(c), where the SRO works less than 40 hours in the week. The parties expect that the SRO will not regularly work for Blue Ridge ISD during summer vacation. Collin County will continue to provide the SRO with a paycheck during the summer vacation, as well as spring and winter breaks and other times off, as long as the SRO uses the appropriate hours of time-off accruals for the particular paycheck. At times usually within Blue Ridge ISD's control, the SRO may work overtime during the school year under paragraph 3.1(a) or (b).

**3.4 Reports and Comp Time Limit.** Blue Ridge ISD and the SRO will record all information relevant to the SRO's compensation, including the SRO's hours worked and the hours' classification as compensable regular work time, comp time, or overtime, as well as comp time, PTO, or other leave time used. Blue Ridge ISD will report a week's worth of this information to the SRO's supervisor in the Sheriff's Office no later than 4:00 p.m. on the Tuesday, or second working day, following the relevant week in a form and manner acceptable by Collin County. If it reasonably appears as though the SRO will accumulate excessive comp time—for example, being on track to accumulate more than 340 hours of comp time (or the 320 hours needed for the summer vacation and a 20-hour overage)—by the end of the school year, based on Blue Ridge ISD's history of scheduling, its work demands, and school holidays other than summer vacation, then the parties will confer and discuss possible solutions to avoid the SRO accruing excessive comp time. For example, Blue Ridge ISD could consider using alternative security arrangements for some sporting or extracurricular events or authorizing the SRO to incur overtime (instead of comp time) and to reimburse Collin County for such overtime. In any event, the parties will take reasonable steps to avoid the SRO from accruing excessive comp time, that is, a level of comp time that the SRO cannot reasonably expect to use during the year, in light of Blue Ridge ISD's scheduling history, workload, and planned time off like spring break, winter break, staff-development days, and holidays.

**3.5 Reimbursement.** Blue Ridge ISD will reimburse Collin County for the SRO's compensation, including overtime, in two payments each contract year. Although Blue Ridge ISD will make a reasonable effort to pay approximately one-half of the total annual reimbursement in the first payment, the parties understand that the two payments may be unequal because of the SRO's actual work and Blue Ridge ISD's decisions about overtime and other scheduling. Blue Ridge ISD will have the option of reimbursing overtime in separate or additional payments during the contract year. In the agreement's first year, the SRO's annual salary will be between \$87,161 and \$97,948, and will vary depending on the deputy assigned as the SRO. Blue Ridge ISD will also reimburse Collin County for the reasonable expenses associated with the SRO obtaining a school-based law-enforcement proficiency certificate. After the first year, Collin County will notify Blue Ridge ISD of the SRO's annual salary for the next year. Blue Ridge ISD will owe

no duty to reimburse Collin County for any time the deputy spends working under a recall by the Sheriff under paragraph 2.2.

3.6 **Time Off.** In addition to accruing comp time through work, the SRO will accrue paid-time off (PTO) according to Collin County's policies. Collin County will track the SRO's PTO earned. The SRO will schedule all vacation and other uses of PTO and comp time with Blue Ridge ISD under Blue Ridge ISD's usual practices for scheduling vacation and other time off. Blue Ridge ISD will report the SRO's PTO used under paragraph 3.5. In general, the parties expect the SRO to be available to perform all work assignments under paragraphs 3.1–3.4, during the school year. They also generally expect the SRO to be able to take comp time or PTO during summer vacation, as well as spring and winter break and other school holidays or staff-development days, and still receive a regular pay check.

3.7 **Vehicle.** Blue Ridge ISD will provide the SRO with a vehicle for use while on duty for the ISD. Blue Ridge ISD alone will be responsible for the vehicle's maintenance and costs of operation, including fuel. Blue Ridge ISD alone will be responsible for insuring the vehicle. The vehicle should be equipped with a locking trunk, compartment, or other means to secure a police rifle and related equipment.

3.8 **Phone or Other Equipment.** At its option, Blue Ridge ISD may provide the SRO with a cell phone or other equipment that is consistent with the SRO's duties. Blue Ridge ISD alone will be responsible for all costs associated with such a phone or other equipment, including subscription or connection fees, insurance or warranty costs, and maintenance or operation costs. If Blue Ridge ISD wants the SRO to have regular contact with the Sheriff's Office beyond a police radio, then Blue Ridge ISD will afford the SRO with reasonable weekly or regular access to an appropriate computer, phone, or other means for communicating with the Sheriff's Office.

#### **4. Liaison Officers**

##### **4.1 Blue Ridge ISD**

Blue Ridge ISD's liaison officer will be John Wink, Superintendent of Schools, [john.wink@brisd.net](mailto:john.wink@brisd.net) or 972.752.5554. The Sheriff's Office may contact him about matters related to this agreement.

##### **4.2 Sheriff's Office**

The Sheriff's Office's liaison officer will be the Commander of Operations, currently Commander Matt Langan, [mlangan@co.collin.tx.us](mailto:mlangan@co.collin.tx.us) or 972.547.5109. Blue Ridge ISD may contact him about matters related to this agreement.

For daily matters related to work assignments or routine requests under this agreement, Blue Ridge ISD may also contact the supervisor on duty in the Patrol Section of the Sheriff's Office, 972.547.5100.

## **5. Notice, Conference, Opportunity to Cure, Alternative Dispute Resolution**

If a party believes that the other has not complied with a duty under this agreement or has a dispute, then the party will notify the other's liaison officer to discuss the matter. If the aggrieved party does not believe that these efforts have fixed the issue, then the party will notify the other's liaison officer in writing of the party's belief or complaint with enough detail to permit the other to address the issue. The other party will have a reasonable time—assessed under the circumstances—to respond or try to cure or improve its performance.

A party must follow this procedure before filing a lawsuit, and a court or other authority may stay a case or proceeding to permit the parties to comply.

## **6. Suspension**

**6.1 Failure to Pay.** If Blue Ridge ISD fails to make a required payment within 31 days of the due date under chapter 2251 of the Texas Government Code, Collin County may suspend services until payment is received or the County may terminate this agreement under paragraph 7.

**6.2 Notice of Pending Suspension.** If Collin County decides that it will or may suspend services for any reason, including for non-payment of any monies, then the County will notify Blue Ridge ISD's liaison officer by telephone and in writing or by email of the date service will be suspended. Collin County will use reasonable efforts to provide advance notice of at least five calendar days.

## **7. Termination**

**7.1 Notice & Conference.** Before a party tries to terminate this agreement, the party must follow the procedures in paragraph 5. If Collin County plans to terminate the agreement for a failure to pay money, then Collin County must first follow the procedures in paragraphs 5 and 6.

**7.2 Termination.** Blue Ridge ISD or Collin County may terminate this agreement by giving 30 days' written or email notice to the other party. Early termination does not affect Blue Ridge ISD's obligation to make reimbursement payments for a time when the County provided services under this agreement.

## **8. Civil Liability, Defense, and Indemnification**

### **8.1 General**

Blue Ridge ISD is responsible for any civil liability that arises from Collin County's provision of services under this agreement. *See* Gov't Code, § 791.006(b). Blue Ridge ISD will defend, indemnify, and hold harmless Collin County from and against all

demands, claims, damages, losses and liabilities, including reasonable attorney’s fees, expert fees, and litigation expenses, which arise directly or indirectly from the County’s performance of this agreement.

“The County’s performance of this agreement” means the County’s provision of law-enforcement and all other services to City under this agreement, the SRO’s performance of work duties assigned by Blue Ridge ISD, the SRO’s exercise of authority or fulfillment of a responsibility of a peace officer in a way that is consistent with the deputy’s assignment as an SRO in Blue Ridge ISD, and all acts within the course and scope of the SRO’s assigned duties in Blue Ridge ISD. “The County’s performance” does not include the SRO’s responding to a call for service or direction from the Sheriff’s Office, which is not related to the SRO’s assignment to the Blue Ridge ISD.

For purposes of this paragraph 8, “Collin County” includes its officials, officers, deputies, employees, insurers, and agents.

## **8.2 Cooperation**

With regard to the provision of a defense under this paragraph, Collin County will reasonably cooperate with Blue Ridge ISD in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons with discoverable knowledge such as deputies, employees, or other persons under Collin County’s supervision or control. The parties will enter a joint defense agreement to protect confidential information.

## **8.3 Blue Ridge ISD’s Option**

Collin County may carry or provide law-enforcement-liability insurance or coverage for a deputy assigned to Blue Ridge ISD as an SRO. At its option, Blue Ridge ISD may confer with Collin County and reimburse the County for the cost of providing this insurance or coverage for the relevant SRO. If Blue Ridge ISD exercises this option, makes the reimbursement payments, and the policy or coverage is in place when an incident occurs, then Collin County will take reasonable steps to exercise its rights under the policy or coverage—including obtaining money to pay attorney’s fees, defense costs, or a settlement or judgment—and the parties will confer about using any funds received or available under the policy or coverage for the purpose of defending, settling, or discharging a judgment in a claim or case arising from the County’s performance under this agreement. The County will take reasonable steps to ensure that Blue Ridge ISD receives the benefit of its bargain with respect to such money or other rights received under the policy or coverage, including use of some of the funds to pay attorneys, experts, or a settlement or judgment. In this sub-paragraph, “claim or case” means a claim that the County’s insurance or other protection covers. In any event, the County will not be liable to Blue Ridge ISD or any other person for more than the actual amount of money received or made available under an exercise of its rights under such a policy or coverage for a given incident for an alleged or actual breach of this paragraph 8.3.

## **8.4 Limitation of Extraordinary Remedies**

While the parties are entitled to the benefit of their bargain, the parties are not liable to each other for damages in excess of the benefit of the bargain, whether identified as consequential, incidental, indirect, special, punitive, or exemplary damages or for damages that arise from special circumstances. This provision does not affect either party's rights to remedies set out in this agreement, including the parties' rights in paragraphs 3.5, 5, or 8.3.

## **9. Other**

### **9.1 Video or Audio Recordings**

In the event that a video or audio recording is made on equipment belonging to Collin County, including an in-vehicle or a body-worn camera system, then Collin County alone will own the recording and the Sheriff alone will make all decisions about public or other release of records or recordings, including decisions under sections 1701.660–1701.663 of the Occupations Code or the Public Information Act, Tex. Gov't Code, chapter 552. In an incident involving the Blue Ridge ISD, Collin County will provide Blue Ridge ISD's officials, attorneys, and experts with reasonable viewing of any relevant recordings consistent with investigative, law-enforcement, or criminal- or civil-defense requirements.

### **9.2 Notices**

A party may send a notice under this agreement by email or U.S. Postal Service, Certified Mail, to:

John Wink  
Superintendent of Schools  
Blue Ridge ISD  
318 W. School St.  
Blue Ridge, Texas 75424  
972.752.5554  
[john.wink@brisd.net](mailto:john.wink@brisd.net)

Matt Langan  
Commander of Operations  
Collin County Sheriff's Office  
4300 Community Ave.  
McKinney, Texas 75071  
972.547.5100  
[mlangan@co.collin.tx.us](mailto:mlangan@co.collin.tx.us)

### **9.3 Law**

Texas law will govern the parties' relationship and claims under this agreement, except where federal law governs (*e.g.*, compensable time issues under the FLSA). *See* Gov't Code, § 791.012.

### **9.4 No Third-Party or Non-Party Beneficiaries**

By entering and performing this agreement, including the defense-and-indemnity provisions in paragraph 8, the parties do not intend to create or confer a benefit on any person or entity, who is not a party to this agreement. The parties do not intend to create a claim in favor of any person or entity, who is not a party to this agreement.

To the extent that a party uses insurance or similar coverage or assistance in performing under this agreement, then “Blue Ridge ISD” and “Collin County” will be interpreted to include the insurance company or other relevant entity.

Also, the parties are not forming a joint enterprise under this agreement. *See* Tex. Gov’t Code, § 791.006(d).

9.5 **Authority.** Each party represents and warrants that the persons signing this agreement have the requisite authority under section 791.011(d)(1) of the Government Code.

9.6 **Current Revenues.** Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party within the meaning of section 791.011(d)(3) of the Government Code or other provision.

9.7 **Photocopies.** The parties will treat a photocopy of this agreement as an original copy for all purposes.

## 10. Definitions

10.1 **Deputy or licensed peace officer** means a deputy under article 2.12(1) of the Texas Code of Criminal Procedure with a license under chapter 1701 of the Texas Occupations Code.

10.2 **School Year** means the school year for Blue Ridge ISD. *See* Tex. Educ. Code, § 25.081 (requiring a school year to be 75,600 minutes long and defining a school day as 420 minutes of instruction, which equals 180 days); *id.* § 25.0812 (a) (generally prohibiting a school district from scheduling a school year’s last day before May 15). The parties expect the school year to last approximately 10 months. *E.g.*, Tex. Educ. Code, § 21.401(a) (an educator’s contract must be for a minimum of 10 months’ service).

10.3 **Summer Vacation** means the summer vacation for Blue Ridge ISD. The parties expect the summer vacation to last two months.

10.4 **SRO** means a qualified School Resource Officer. *See* Tex. Occupations Code, §§ 1701.262, 1701.601; 37 Tex. Admin. Code, § 221.43.

10.5 **TCOLE** means the Texas Commission on Law Enforcement. *See* Tex. Occupations Code, § 1701.001(1).

10.6 **NASRO** means the National Association of School Resource Officers.

10.7 **School-Based Law-Enforcement Proficiency Certificate** means a proficiency certificate that meets TCOLE rules for this type of certificate. *See* Tex. Occupations Code, §§ 1701.262, 1701.601; 37 Tex. Admin. Code, § 221.43. Under paragraph 3.5, Blue Ridge ISD will reimburse Collin County for the reasonable expenses associated

with the SRO obtaining a school-based law-enforcement proficiency certificate. Collin County expects the price of a training course, such as one provided by the NASRO, to be the principal cost of acquiring a proficiency certificate and expects the cost to be less than \$1,500.

10.8 In paragraph 2.5, the phrase “**SRO’s full compensation**” means all forms of compensation, such as salary and benefits, including pension, health insurance, workers compensation coverage, liability insurance, allowances (*e.g.*, uniforms, firearms, ammunition), and all forms of paid time off.

10.9 The phrase “**all information relevant to the SRO’s compensation**” in paragraph 3.4 means all information that Collin County needs to properly pay the SRO in compliance with federal and state law and county policy and to provide or fund the SRO’s benefits, including comp time and PTO earned and used. Federal law includes the Fair Labor Standards Act, 29 U.S.C. §§ 206, 207, 213; the Portal-to-Portal Act, 29 U.S.C. §§ 251–262; *see* 29 C.F.R. Part 553; and the Family Medical Leave Act, 29 U.S.C. chapter 28; 29 C.F.R. Part 825. Blue Ridge ISD will report the information in a form and manner acceptable by Collin County. Collin County expects that Blue Ridge ISD will be able to report this compensation information to the SRO’s supervisor in the Sheriff’s Office by email or other electronic means. As of July 2017, Collin County uses a version of Oracle’s PeopleSoft software.

10.10 The phrase “**the SRO’s compensation**” in paragraph 3.5 means the actual compensation of the deputy assigned to work as an SRO under this agreement. This deputy’s annual compensation will fall between \$87,161 and 97,948, in the first contract year, and Collin County may adjust this figure as part of its annual budget process. In addition, Blue Ridge ISD will reimburse the County for all of the SRO’s overtime compensation generated by work under this agreement. Collin County will notify Blue Ridge ISD of the SRO’s salary annually. Also, the salary-reimbursement figure could increase if the Sheriff’s Office substitutes a deputy with a higher salary—such as a more experienced deputy—for an existing SRO (*e.g.*, under paragraph 2.3).

10.11 **Firearm-Accident-Prevention Program** means a program of instruction designed to reduce the risk of firearm accidents adjusted for the age and education level of the students. *See, e.g.*, Tex. Occupations Code, § 1701.603.

10.12 **Compensable Time** has the same meaning as it does in Collin County’s employee-compensation policies consistent with federal and state law, such as the FLSA. *E.g.*, 29 C.F.R. § 553.22. The SRO’s standard work week is 40 hours, and the parties generally expect the SRO to work 40 hours of compensable time per week under categories (a) and (b) of paragraph 3.1.

10.13 **Overtime** has the same meaning as it does in Collin County’s employee-compensation policies consistent with federal and state law, such as the FLSA.

10.14 **Comp Time** means compensatory time and has the same meaning as it does in Collin County’s employee-compensation policies consistent with federal and state law. *E.g.*, 29 C.F.R. § 553.22.

10.15 **Comp Time Limit.** Paragraph 3.3 notes that Blue Ridge ISD will schedule the SRO’s work assignments so that the SRO generally works at least 40 hours of compensable time per week during the school year and accrues at least 320 hours of comp time by the end of the school year. Paragraph 3.4 addresses the idea of **excessive comp** time and a comp-time limit. Excessive comp time is a level of comp time that the SRO cannot reasonably expect to use during the year, in light of Blue Ridge ISD’s scheduling history, workload, and planned time off like spring break, winter break, staff-development days, and holidays.

The goal is for the SRO to conform to Blue Ridge ISD’s customary schedule for work and time off during the school year, staff-development days, spring and winter break, holidays, summer vacation, and all other work days or days off. If the summer vacation is two months, or eight weeks, then the SRO would need 320 hours of comp time to take off the summer vacation and continue to receive a regular paycheck (8 weeks x 40 hours/week = 320 hours). If a school year is 10 months, or approximately 40 weeks, then the SRO could work approximately 5.25 comp hours per week and accrue 315 hours of comp time (5.25 hours per week x 1.5 accrual rate x 40 weeks in school year = 315 hours of comp time). This means that the SRO could work about 45.25 hours per week (again, 40 hours is the standard work week). But this calculation of 45.25 hours per week is just an example. During this agreement’s course, Blue Ridge ISD will have to manage the SRO’s scheduling to prevent the SRO from accruing excessive comp time. But other holidays, like spring and winter break, will significantly affect the weekly scheduling of the SRO’s work.

10.16 The phrase “**the SRO’s exercise of authority or fulfillment of a responsibility of a peace officer**” refers to the authority and responsibilities of a peace officer under Texas law, including preserving the peace, preventing or suppressing crime, investigating possible or suspected crimes, pursuing persons and vehicles, stopping and searching persons, vehicles, containers, and other property, issuing citations, applying for warrants, serving or executing warrants, arresting persons, using force, seizing vehicles or property, and referring, assisting, or participating in criminal prosecutions or other proceedings. *See, e.g.*, Code of Criminal Procedure, chapters 2, 5, 14, 15, 18, 57–57D, 59, 62, and 63; Local Gov’t Code, §§ 85.003–85.004; Penal Code, chapter 9; Transportation Code, title 7, subtitle C (rules of the road).

10.17 The phrase “**all acts within the course and scope of the SRO’s assigned duties in Blue Ridge ISD**” has the same meaning as the phrase “course and scope of the employment” under section 401.011(12) of the Texas Labor Code as if Blue Ridge ISD were the SRO’s sole employer.

AGREED TO:

COLLIN COUNTY

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Judge Keith Self                      Date  
2300 Bloomdale Road  
McKinney, TX 75071

BLUE RIDGE ISD

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Superintendent John Wink      Date  
318 W. School Street  
Blue Ridge, TX 75424