

Interlocal Cooperation Agreement between Collin County
and the Blue Ridge ISD for SRO Services

1. Purpose & Authority. Under this interlocal agreement, Collin County-through the Sheriff's Office-will supply school-resource-officer (SRO) services to the Blue Ridge Independent School District. See the Interlocal Cooperation Act, Gov't Code, Chapter 791.

2. Term. This agreement supersedes and replaces all earlier ones between the parties. This Agreement's term will be three years, commencing on October 1, 2022, and ending on September 30, 2025. Afterward, the Agreement will automatically renew for one-year terms, unless a party notifies the other not later than June 21 of each year that it does not intend to renew for the next school year. In any event, either party may terminate the agreement under section 7.

3. Collin County's Obligations.

The County will provide the District with the services of a fully qualified Collin County Sheriff's Deputy to serve as the SRO.

- a. The SRO's services will include routine campus patrols, crime prevention, and awareness, criminal investigations, classroom instruction, and enforcement of the laws of the State of Texas and Collin County in such a manner as to provide adequate law enforcement while regular day-time school classes are in session and during the SRO's normal (non-overtime) working hours (SRO services). An SRO's normal working hours under this Agreement should not exceed 40 hours per week. Although the SRO will enforce state and county law, the SRO will not enforce the District's student code of conduct, dress code, rules of attendance, or other rules or policies. In addition:

- a. The SRO may be temporarily required to respond to emergency calls inside or near the City of Blue Ridge during school hours, just as any peace officer would be expected to respond to unexpected situations requiring law-enforcement action or presence. The SRO may also need to leave the campus for trips to the court, county offices, the county jail, county administration, or for similar duty purposes. The SRO will reasonably communicate with District personnel about such responses or trips.

- b. From time to time, the County may assign an alternate Sheriff's Deputy to provide services under this Agreement because of unforeseen personnel matters such as leave, illness, or family emergencies.

- b. From time to time, the District may request services from the SRO or other Sheriffs personnel for events outside of the SRO's normal (non-overtime) working hours and beyond the SRO services, including services for sporting, educational, or extracurricular events (Special Events). Services for Special Events are outside this Agreement's scope. The District should request services for Special Events from the Sheriff's Office. The District must compensate the Sheriffs personnel, who provide such services, under the CCSO Off-Duty Employment policy, which pays the Deputies a minimum of fifty dollars (\$50) per hour for security jobs and fifty-five dollars (\$55) per hour for traffic control/direction. The personnel who provide such services will be subject to the County's as well as the Sheriff's Office off-duty-employment policies.

- c. The County will also provide:

- 1. All screening and training for the personnel to provide the SRO services;
 - 2. All general and law-enforcement liability coverage of County personnel providing the SRO services at the same level of protection afforded other officers and employees while performing the same or similar duties for the County;

3. All crime reporting and maintenance of the County's standard law-enforcement-activity reports and statistics generated by the SRO. In response to a request, the Sheriff's Office will provide the District with reasonable information and data about its performance under this Agreement; and

4. A vehicle, fuel, police radio, and other equipment appropriate for an SRO to provide the SRO services.

d. The Sheriff, or his designee, will plan, organize, assign, direct, supervise, and, if appropriate, discipline the Sheriff's personnel who provide the SRO or other services under this Agreement. All deputy sheriffs and other County personnel will remain under the Sheriff's direction and control at all times. The SRO will wear an appropriate uniform from the Sheriff's Office and comply with the rules and policies of the Sheriff's Office.

e. The County will promptly consider all requests regarding SRO services, although the Sheriff's Office may confirm particular requests with the District's supervisors or command staff. The County will make every reasonable effort to comply with the District's requests as long as they are consistent with the law, County regulations and policy, and this Agreement.

4. Blue Ridge ISD's Obligations.

a. The District will reimburse Collin County for 100% of the assigned SRO's salary and benefits costs for each month of the school year and that reimbursement will be based on the assigned SRO's individual salary and benefits. The attached exhibits indicate current salary and benefits calculations for beginning, mid-level, and top-level sheriff's deputies. The District understands that the County may periodically adjust the SRO's base salary and employee benefits, and the District's reimbursement obligation will correspondingly change. The SRO's "days of assignment" will equal a normal BRISD faculty member's contract days. *See, e.g., Educ. Code, § 25.081, § 25.0812, § 21.401. Also, See Exhibits A/through A3 for salary figures.*

b. The District will reimburse the SRO or the County, depending on who pays, for the expenses associated with the SRO's attendance at the annual National Association of School Resource Officers Conference during odd-numbered years and the expenses for the Texas Association of School Resource Officers Conference during even-numbered years. The expenses include the SRO's tuition, travel to the conference location, lodging, meal per-diem, and a rental vehicle for the duration of the trip if the SRO has to travel by commercial airline. The Sheriff's Office will notify the District of the total cost of this conference by the end of each May.

c. The District will make all payments due under this Agreement from current available revenues in the form of a District check made payable to "Collin County Treasury," and sent or delivered to:

Collin County Treasury
Collin County Administration Building
2300 Bloomdale Rd.
McKinney, TX 75071

Chapter 2251, Gov't. Code, will govern the other terms of payment.

d. The District will provide the SRO with a lockable office inside of the school, a computer with secure internet and printer access, a lockable file cabinet, a desk with drawers, an office chair, and office supplies.

- e. The District will allow an SRO access to inspect and copy any public records maintained by the school to the extent allowed by law.
- f. The District will allow an SRO access to all current and former student records to the extent allowed by law. An SRO will access a student's records only for a legitimate law-enforcement or SRO purpose and will be subject to the District's control with respect to the use of such records consistent with applicable privacy law. *See, e.g., 34 C.F.R. Part 99, esp. § 99.31(a)(1)(i)(B).*

5. Revenues Retained.

Collin County will retain any revenues, fines, and forfeitures that may be generated by the performance of SRO services.

6. 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 releases of records or recordings, including decisions under sections 1701.660--1701.663 of the Occupations Code or the Public Information Act, 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.

7. Termination.

- a. A party may terminate this Agreement for any reason by giving 90 days' written or emailed notification to the other party.
- b. If the District fails to make the payments as required by sections (4)(a), (b), and (c), the Sheriff's Office, at its discretion, may suspend all services until payment is received or may terminate this Agreement by giving proper notice. The District will not be entitled to a reduction in the amounts due under section (4)(a) or (b) for any period during which service is suspended for non-payment.
- c. The District may make reasonable requests for service from the SRO. The District may also request meetings with supervisory staff of the Sheriff's Office to discuss issues related to this Agreement and an SRO's or other person's performance.

Upon termination, any vehicles, equipment, or other items of personal property purchased by the County will remain the property of the County and will be relinquished to the County upon the County's request.

8. Notices.

- a. A party may send a notice under this Agreement by certified mail-return receipt requested at the addresses below:

Collin County
Collin County Sheriff's Office
Attention: Operations
4300 Community Ave.
McKinney, TX 75071

Blue Ridge ISD
Superintendent
Blue Ridge Independent School District
318 W. School Street
Blue Ridge, TX 75424

9. Employees. A party will remain the sole employer of its own officials, officers, deputies, and employees who perform under this Agreement. A party alone will supervise and direct its employees and be responsible for their safe work practices and compliance with all laws, contracts, and policies.

The parties are not agreeing to act as co-employers, agents, or parties to a joint venture or enterprise by virtue of this Agreement. The parties are not entering an agency or fiduciary relationship in this Agreement. See, e.g., Gov't Code, § 791.006(d).

10. Special Provisions Relating to Liability and Indemnification. A party (e.g., the District) will not be liable to the other (the County) for claims or damages arising out of the acts or omissions of the other's (the County's) employees. To the extent permitted by law, a party (the County) will defend, indemnify, and hold the other (the District) harmless for all claims and damages arising from the acts or omissions of the party's (the County's) employees.

A party (e.g., the District) may sue the other (the County) for personal injuries or property damage that results from the actionable acts or omissions of the other's (the County's) employees.

A party may also assert its third-party-practice rights, including the right to contribution, indemnity, and the right to designate the other as a responsible third party, in the context of a claim by a person who is not a party to this Agreement.

"Acts or omissions" refers to all types of conduct that may give rise to a claim. "Claims or damages" means all types of claims, demands, requests under any sort of law, and all types of damages, including compensatory damages, fines, penalties, attorney's fees, and other costs. This provision applies to all stages of a dispute, litigation, or other proceedings.

These rights are reciprocal; the names in the parentheses are reversible.

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 damages that arise from special consequences.

No party waives any form of immunity by signing this Agreement, including rights under the Tort Claims Act.

11. Other.

a. Authority. Each party represents that the persons signing this Agreement have the requisite authority under section 791.011(d)(1), Gov't Code.

b. Current Revenues. Each party paying for the performance of a governmental service must make those payments from revenues available to the party within the meaning of section 791.011(d)(3), Gov't Code.

c. Photocopies. The parties will treat a photocopy of this Agreement as an original for all purposes.

d. Confidential Information. A party may designate specific information confidential, including information that is subject to a privilege or contract obligation, or information under an exception in Subchapter C of Chapter 552 of the Government Code. As allowed by law, a party will protect the other party's confidential information by the same methods that it protects its own. If a party believes it may be required to disclose the other's confidential information, the party will notify the other party in advance to allow it to try to protect its interests.

e. Non-Party Beneficiaries. The County and the District do not intend to benefit any non-party to this Agreement or to create a legal right for a non-party to sue to enforce a right under this Agreement or for alleged damages arising from an alleged breach of this Agreement.

f. Law. Texas law will govern this Agreement and the relationship between, and claims and defense of, the parties, except where federal law governs an issue. Venue for disputes will lie in Collin County.

g. Compliance with the Law. Each party will observe and comply with applicable law. If a change in, or amendment to, a law requires the parties to amend this Agreement, then the parties will reasonably cooperate to make necessary amendments.

h. Attorney's Fees. In the event of a dispute under or related to this Agreement, each party will bear its own attorney's fees and costs.

i. Amendment. No party will attempt to enforce a purported amendment that is not properly documented and approved by each party's governing body under section 791.011(d)(1), Gov't Code.

AGREED AND SIGNED ON 6 DECEMBER, 2022

COLLIN COUNTY, TEXAS

BLUE RIDGE INDEPENDENT SCHOOL DISTRICT


COUNTY JUDGE CHRIS HILL


SUPERINTENDENT MATT KIMBALL