

STATE OF TEXAS

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COUNTY OF MEDINA

INTERLOCAL AGREEMENT

The governing bodies of the City of Devine, Texas, hereinafter called “City,” and the Devine Independent School District, hereinafter called “School,” deem it necessary and advisable to further the health, safety and welfare of the citizens, employees, and students of the respective entities, to enter into this Interlocal Agreement (“Agreement”) pursuant to Chapter 791 of the Texas Government Code, to provide for police protection for the School.

NOW, THEREFORE, the entities mutually agree as follows:

I.

The City shall provide police protection for the School on all of the campuses of the School located in the City, and on other occasions, such as School trips, when specifically requested by the School.

II.

While any law enforcement officer or official of the City is in the service of the School, the officer shall be considered an officer of the School and shall have all powers of a regular law enforcement officer or official of the School; however, the officer shall remain under the operational command of the City’s Chief of Police. While acting in their capacity as an official of the School, the law enforcement officers are bound by and agree to adhere to the requirements of FERPA, and will not disclose to other police officers what they learn from reviewing any educational records, including surveillance videos. This requirement does not preclude those officers from reporting to other police officers that a subpoena should be obtained, so that the appropriate law enforcement officials can review the video.

III.

The law enforcement officer’s qualifications for office in the City shall constitute his qualifications for office in the School, and no other oath, bond or compensation need be made. When any law enforcement officer of the City is performing police functions for the School as herein provided, the officer shall be entitled to receive the same wages, salary, pensions, death benefits, and all other rights for such services as though the service had been rendered for the City.

IV.

In the event city equipment is lost, damaged or destroyed during the provision of police protection to the School, the City shall be responsible for such loss, damage or destruction of its own equipment, except, if the property is damaged or destroyed as a result of the negligent or intentional acts of an employee of the School other than a City law enforcement officer. It is agreed that the School shall reimburse the City for any damage or destruction of City equipment

resulting from the negligence or intentional acts of any employee of the School other than a City law enforcement officer.

V.

In consideration of the City providing police services as herein provided, the School shall pay three-quarters (3/4) of the wages to include COLA's, three-quarters (3/4) of the associated employment taxes, three-quarters (3/4) of related retirement benefits, and one-half (1/2) of the health insurance premiums. The School's share of the salary shall not exceed \$50,000.00 excluding overtime.

The School shall pay all overtime wages, associated employment taxes, and related retirement benefits incurred while the peace officer is on any School-related business. When the School requests the peace officer for extra-curricular activities, the School shall pay for all costs incurred.

In addition, the School shall pay one-half (1/2) of all expenses incurred by the peace officer for equipment and training courses, in an amount not to exceed \$3,000.00 unless approved by the Board of Trustees of Devine ISD. Any purchase for a new vehicle must be approved by the Board of Trustees of Devine.

VI.

The parties agree that the City shall purchase a new automobile dedicated to the school resource officer. The parties to this agreement desire to allocate the costs for the purchase of the new automobile.

For the consideration expressed herein, and subject to the conditions expressed herein, the City shall pay the full purchase price for the automobile and will be responsible for the fuel, maintenance, insurance, and other costs associated with the automobile. The School will pay the City the sum of \$30,000.00 in five equal installments, payments beginning on or before October 1, 2022, and due annually on or before October 1 of each year until paid in full. At the expiration of 5 years, when \$30,000 has been paid in full, the School shall have no further obligation with respect to the new automobile. At all times, the automobile will belong to the City and be counted and carried on the City's inventory and insurance.

In its sole discretion, the City shall decide what service work and repairs are needed for the operation, maintenance, and use of the automobile.

The School shall pay the annual installment of \$6,000 to the City on or before October 1 of each year, beginning in 2022.

The term of payment for the automobile shall be for five years or until the School has paid to the City the entire balance of \$30,000, whichever is longer. However, if the City ceases to provide a school resource officer to the School, the School's obligation to pay for the automobile shall terminate at such time.

In consideration of the School sharing in the cost of the automobile, the primary function and use of the automobile shall be dedicated to the school resource officer and duties of that

individual; however, nothing in this agreement shall be construed to prohibit the use of said automobile for other law enforcement activities as the City's Police Chief deems necessary.

In the event of a loss to the automobile, any insurance proceeds shall be paid to the City. If the loss to the automobile is deemed a total loss by an insurance carrier, all of the insurance proceeds shall be paid to the City, but the School shall be exempt from further responsibility for the installment payments under this agreement.

VII.

It is not intended that any part of this agreement should be construed as a waiver of the parties' sovereign immunities.

VIII.

Except as herein provided regarding the purchase of the automobile, the initial term of this Agreement shall be for one year from its date and shall continue in effect thereafter until either party gives written notice to the other party that they wish to terminate this Agreement. Termination shall be effective 30 days from the date of the notice. At the end of the initial term, the parties may renew and extend this Agreement under such terms and conditions that the parties may agree upon.

PASSED AND APPROVED THIS _____ day of _____, 2024.

SIGNED AND EXECUTED THIS _____ day of _____, 2024.

CITY OF DEVINE, TEXAS

By: _____
Butch Cook, Mayor

ATTEST:

DORA V. RODRIGUEZ, City Secretary

DEVINE INDEPENDENT SCHOOL DISTRICT

By: _____

4. Respond to all calls from campuses concerning crisis situations, accidents, and reports of crime.
5. Investigate criminal offenses occurring within district's jurisdiction and when appropriate make arrests.
6. Collect and preserve evidence for criminal investigations including witness statements and physical evidence.
7. Arrest perpetrators, file appropriate charges, and ensure placement in jail or juvenile detention centers for law violations as necessary.
8. Write effective legal incident reports.
9. Testify in court as needed.
10. Other duties as assigned by a supervisor, or D.I.S.D. Administration

Consultation

11. Work cooperatively with other police agencies to share information and provide other assistance.

Safety

12. Help provide traffic control at athletic events, school closings or openings, or at any other time.
13. Provide protection to or escort district personnel as needed.
14. Operate all equipment including firearms according to established safety procedures.
15. Follow district safety protocols and emergency procedures.

Administration

16. Compile, maintain, and file all physical and computerized reports, records, and documents required, including affidavits for arrest, incident reports, and activity reports.

Supervisory Responsibilities:

None

Mental Demands/Physical Demands/Environmental Factors:

Tools/Equipment Used: District vehicle, firearms, handcuffs, security equipment, two-way radio, alarm system and other security equipment, fire extinguisher, and standard office equipment including computer and peripherals

Job Description

Devine Police Department

Posture: Prolonged sitting and standing

Motion: Strenuous walking and climbing; frequent keyboarding/mouse, prolonged driving

Lifting: Moderate lifting and carrying (15-44 pounds)

Environment: Work inside and outside (moderate exposure to sun, heat, cold, and inclement weather), moderate exposure to noise, frequent districtwide travel

Other: Specific hearing and visual requirements; may be subject to adverse and hazardous working conditions including violent and armed confrontation; ability to control sudden violent or extreme physical acts of others and exhibit rapid mental and muscular coordination simultaneously

Mental Demands: Maintain emotional control under stress; prolonged hours; on call 24 hours a day.

**Districts employing police officers must have adopted policies CKE (Legal) and DEB (Legal). The district must also have a memorandum of understanding that outlines reasonable communication and coordination efforts between school police department and law enforcement agencies that have overlapping functions.*

This document describes the general purpose and responsibilities assigned to this job and is not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.