

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE  
BRACKETT INDEPENDENT SCHOOL DISTRICT  
AND  
KINNEY COUNTY, TEXAS**

AUG 28 2024

COUNTY & DISTRICT CLERK, KINNEY CO.

This Interlocal Cooperation Agreement (hereinafter "Agreement") is made and entered into by and between the Kinney County, Texas (the "County"), acting through the Kinney County Sheriff's Office ("Sheriff's Office"), 109 North St, Brackettville, TX 78832, and the Brackett Independent School District (the "District"), 201 N. Ann Street P.O. Box 586, Brackettville, TX 78832. County and the District ("Parties") are the only parties to this Agreement.

**Recitals**

WHEREAS, the District and County (collectively "Parties"), acting through the Sheriff's Office, desire to enter into an interlocal cooperation agreement pursuant to Chapter 791 of the Texas Government Code;

WHEREAS, the parties desire to enter into this Agreement for the provision of law enforcement services by the County to District schools;

WHEREAS, the District has identified the provision of a School Resource Officer ("SRO"), through partnership with the County is the best option for policing District schools;

WHEREAS, this Agreement is for a public purpose and is necessary in the conduct of public schools; and

NOW, THEREFORE, for consideration of the mutual undertakings herein set forth, the District and the County agree as follows:

**1. Purpose**

This Agreement formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement and the youth of our community. This Agreement delineates the mission, organizational structure, and procedures of the School Resource Officer Program (hereinafter the "SRO Program") as a joint cooperative effort between the District and the County.

**2. Term and Termination**

The term of this Agreement shall begin on the date the Parties' signatures are affixed hereto and end on August 31, 2025, unless terminated earlier as provided herein. Subject to available funding, the Agreement will be reviewed and adopted by all entities by September 1<sup>st</sup> for a one (1) year period. The District may terminate this Agreement for any reason by giving the County written notice at least sixty 60 (sixty) days prior to the effective date of termination. The County may terminate this Agreement for any reason by giving the District written notice at least 60 (sixty) days prior to the effective date of termination.

**3. Compensation**

The District, in consideration for the governmental services being provided by the County pursuant to this

Agreement, agrees to reimburse the County an amount not to exceed \$19,000 or the amount awarded in the grant. The County will provide a breakdown of the costs in an invoice to be sent and paid annually. The County is responsible for all overtime expenses.

#### **4. Organizational Structure**

A. Composition. The County shall assign one full-time law enforcement officer to serve as SRO in District schools. The Sheriff shall retain the exclusive right to exercise the customary functions of management. The SRO will be commissioned by the State of Texas and meet all requirements as set forth by the County with respect to safety standards and training.

B. Supervision. The day-to-day operation and administrative control of the SRO Program will be the responsibility of the Sheriff. All law enforcement officers, dispatchers and other personnel who provide services pursuant to this Interlocal Cooperation Agreement are employees of the Sheriff, and the Sheriff will maintain supervisory control and command over such employees. This Agreement will not be construed to constitute an illegal restraint upon or delegation of the Sheriff's authority with regards to the performance of his/her duties and responsibilities under Texas law. The SRO is employed and retained by the County, and in no event will be considered an employee of the District. The County and the District shall each name a contact person who will monitor the program. Each principal will designate a contact person for the school to facilitate communication.

C. Duties. The obligations of the District's Schools, as outlined below, shall be the ultimate responsibility of the District, and the obligations of the SRO, as outlined below, shall be the ultimate responsibility of the County.

#### **5. Selection of SROs**

A. Criteria. In selecting an officer to serve as an SRO at the District, the Sheriff's Office shall select an officer who is believed will foster an optimal learning environment and educational community and shall give preference to officers who demonstrate the requisite personality and character to work in a school environment with children and educators. The Sheriff's Office shall work collaboratively with the Superintendent or designee in identifying officers who meet these criteria and in selecting the officer who is ultimately assigned to the District.

B. Complaints. If an SRO assigned to the District engages in behavior deemed by the District to be inappropriate or dangerous or otherwise puts the District at legal risk, the Superintendent or designee may make a complaint and request that the SRO be removed and a qualified replacement SRO be assigned. Upon receiving the complaint, the Sheriff's Office will investigate the SRO's behavior and determine whether there is cause to remove the SRO. The Parties will cooperate to resolve all issues in the best manner to provide a safe and secure school.

#### **6. Jurisdiction**

The jurisdiction of the SRO shall include all territory within District boundaries, as well as all real and personal property outside the boundaries of the District that is owned, leased, or rented by the District, or is otherwise under the District's control.

#### **7. Duties and Responsibilities**

A. School Resource Officer. The responsibilities of the SRO are to:

1. Meet the requirements of HB 3, effective Sept. 1, 2024, ensure at least one armed security

- officer — specifically, a commissioned peace officer — is present during regular school hours in the district.
2. Enforce criminal law and protect the safety and welfare of any person engaged in the educational process within the jurisdiction of the District and protect the property, real and personal, of the District.
  3. Assist the District with order and maintenance by enforcing laws, intervening in disruptions, and engaging in crime prevention activities, which may include awareness of gangs and their actions; and gathering information to assist with crime reduction at school and the surrounding community.
  4. Complete reports and investigate crimes committed within the SRO's jurisdiction.
  5. Respond to requests from District administration for law enforcement assistance at any District Campus or facility and:
    - Patrol campuses and monitor inside of bldgs. Monitor student behavior and assist with student compliance of school rules related to student conduct, vehicle operation, and parking.
    - Resolve conflict or confrontation between students and report disturbances to principal or assistant principal.
    - Control traffic and parking on campus grounds during school hours and at after-hours events.
    - Conduct safety checks of exterior and interior doors and report any concerns to the campus principal
    - Work cooperatively with school personnel, students and visitors of problems with vehicles (i.e., improperly parked, lights on, etc.)
    - Give directions or act as a guide to authorized visitors.
    - Notify law enforcement and/or appropriate authority of any situation requiring immediate attention.
    - Follow district safety protocols and emergency procedures.
    - Assist with District Threat Assessment Team
  6. Coordinate, whenever practical, investigative procedures between law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the District. The SRO will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrest by law enforcement officials will be conducted in accordance with applicable legal requirements.
  7. Take appropriate enforcement action on criminal matters as necessary. The SRO shall, whenever practical, advise the principal before requesting additional enforcement assistance on campus and inform the principal of any additional law enforcement responsibilities that may need to be undertaken.

8. Wear the Sheriff's Office issued uniform with all normal accessories and equipment including a taser, and firearm.
9. Conduct themselves in a manner that provides a positive role model to students and maintain good relations with the school community, which may include providing information concerning questions about law enforcement topics to students and staff.
10. Remain highly visible throughout the campus yet be unpredictable in their movements. For officer safety reasons, the SRO shall not establish any set routine (unless designated a duty assignment by the district) . which might allow predictability in their movements and their locations.
11. Confer with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.
12. Comply with all laws, regulations, and school board policies applicable to employees of the District, including but not limited to laws, regulations and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided the SRO shall under no circumstances be required or expected to act or in a manner inconsistent with their duties as law enforcement officers.
13. Refrain from using any prohibited "aversive technique" against a student to reduce the likelihood of a behavior reoccurring by intentionally using any technique prohibited by Texas Education Code § 37.0023.
14. Attend meetings of parent and faculty groups to solicit their support and understanding of the school resource program and to promote awareness of law enforcement functions.
15. Remain familiar with all community agencies offering assistance to youths and their families such as mental health clinics, drug treatment centers. etc., and may make referrals when appropriate.
16. Serve on a campus threat assessment team, at the request of the District, for the purpose of assisting in assessing students who make threats of violence or exhibit harmful, threatening, or violent behavior, as defined by law. In this capacity, the SRO will assist the team in gathering and analyzing data to determine the level of risk and appropriate intervention for a student; assist in providing guidance to students or school employees on recognizing harmful, threatening, or violent behavior that may pose a threat to the community, school, or individual; and support the District in implementing its multi-hazard EOP.
17. Assist with emergency drills and simulations related to crisis management, emergency operations, drills and threat mediation, as needed.
18. Attend campus and District meetings, as requested by either the campus principal or District administrative staff.

B. Sheriff's Office. The responsibilities of the Sheriff's Office are to:

1. Engage in necessary law enforcement actions.
2. Provide for necessary officer supervision.
3. Provide for proper rotation of officers under the terms of this Agreement.
4. Coordinate work assignments of the SRO.
5. Ensure SRO compliance with the laws of the State of Texas, including any applicable provisions of the Texas Education Code.
6. Ensure SRO compliance with District directives and the terms of this Agreement.
7. Coordinate scheduling and work hours of the SRO (Vacation requests, sick leave, etc.) and provide for a replacement officer for those times when the primary officer assigned pursuant to this Agreement is absent due to extended sick time, vacation time, FMLA, Workers Compensation. etc.
8. Work in conjunction with the Schools to make any needed adjustments to the SRO program throughout the school year.

9. Invoice the District on an annual basis for services rendered.

C. Schools. The responsibilities of the District's Schools are to:

1. Provide the SRO with a private, appropriately furnished and climate-controlled office space that can be secured. This shall include but is not limited to a desk with drawers, chair, filing cabinet for files and records which can be properly locked and secured, a telephone and computer.
2. Provide reasonable opportunity to address teachers, school administrators, and parents about the SRO program, goals and objectives. Administrators shall seek input from the SRO regarding criminal justice problems relating to students and site security issues.
3. When school personnel discover weapons, drugs, alcohol, or illegal contraband on school property, the SRO shall be notified as soon as reasonably possible. If no juvenile or criminal charges are to be filed and no administrative action is to be taken by the District Schools, the contraband shall be confiscated by the SRO according to Sheriff's Office policy and disposed of properly.
4. Timely notify the SRO with the names of specific individuals who are not allowed on school property and shall notify the SRO of any anticipated parental problems resulting from disciplinary action taken against a student for the purposes of crime prevention and threat assessment.
5. Report to the SRO on all offenses required by law to be reported including Criminal Homicide, Kidnapping, Unlawful Restraint, and Smuggling of Persons, Trafficking of Persons, Sexual Assault, and Aggravated Assaultive Offenses, and fulfill the duty to report under the Texas Education Code, Section 37.015.

D. District. The responsibilities of the District are to:

1. Pay County annually for services rendered by the County pursuant to this Agreement.
2. Work cooperatively with the Sheriff's Office to make any needed adjustments to the SRO program throughout the year.

8. Required Training

A. Sheriff's Office and/or the SRO will be responsible for ensuring completion of the following training requirements:

1. Attend law enforcement agency in-service training as required. Reasonable attempts will be made to schedule such trainings to minimize his/her absence from school on an instructional day.
2. Complete the education and training required by Section 1701.263 of the Texas Occupations Code no later than 180 days of the officer's placement at the district.
3. Complete an active shooter response training program approved by Texas Commission on Law Enforcement.
4. Complete training on the use of restraints on students in accordance with Texas Education Code §37.0021 and 19 TAC §89.1053
5. Complete crisis prevention intervention (CPI) training annually.
6. Complete all other necessary or required training on all applicable legal requirements.

9. Body Worn Cameras

County and District agree that any use of body-worn cameras by SROs will be subject to and in compliance with state law and local regulations regarding the use and operation of body-worn cameras ("BWC"), in particular, Texas Occupations Code §§ 1701.651, *et seq.* County will provide written information and training to the principal and assistant principals of the schools to which the officers are assigned, on the

objectives and procedures for the use of BWCs. Every SRO equipped with a BWC shall be trained in the operation of the equipment prior to its use. When utilizing BWCs, SROs shall adhere to any applicable Kinney County General Orders and Sheriff's Office policies related to BWCs. County may, if not otherwise prohibited by law, provide to the District copies of any such filming of students, parents, employees, or others upon school property, upon request for such copies by the District, as an intergovernmental transfer. In the event the County believes the providing of a copy of such videos would be prohibited, County agrees to utilize its best efforts to facilitate the availability of the officer who made the video to answer questions, upon request by the District, in any school disciplinary investigation concerning the Officer's knowledge of the facts and circumstances of the incident which was videoed. The parties also agree that any such film or video taken by, and kept in the possession of, the County's officers may be considered "law enforcement records" under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g and 34 C.F.R. §99.8, and that any copy of such film or video, if permitted by law to be provided to the District, may then become an educational record of the District under FERPA.

#### **10. Access to Educational Records**

- A. Status as a "School Official." In accordance with FERPA and District Board Policy FL (LEGAL) and (LOCAL), an SRO may be considered a "school official" and may access otherwise confidential student educational records when a "legitimate educational interest" exists. Because SROs may have access to "education records" for the District's students as defined under FERPA, the SROs agree to abide by the FERPA limitations and requirements imposed on school officials. The Parties agree that: (1) the services/functions to be provided by SRO are services/functions for which the District would otherwise use its own employees; (2) SROs are under the District's direct control with respect to SRO access to and use of the education records; and (3) SRO is subject to the re-disclosure requirements of 34 C.F.R. 99.33(a) with respect to SRO's access to and use of the education records as may be required by state and federal law, including but not limited to FERPA and the Individuals with Disabilities Education Act ("IDEA").
- B. Principal's Approval and Access. Access to and use of any education records that contain personally identifiable information by SROs shall be done only with the principal's approval and as permitted under FERPA and/or IDEA. Unless an exception applies in accordance with FERPA or IDEA, an SRO may only have access to and use otherwise confidential student education records or personally identifiable information within student education records for the purposes of carrying out his/her duties and responsibilities established by this Agreement, and will not share such records or information with or disclose to any third party. The SRO may not access or use confidential student education records or personally identifiable information contained within student education records for law enforcement purposes or re-disclose such information to outside law officers or agencies (including the County or Sheriff's Office), unless a lawful exception applies that allows for such use or re-disclosure. This provision does not alter the employment relationship between the SRO and the County, nor does it alter any existing rights or benefits of any SRO assigned under this Agreement.
- C. Liability. SROs and or Sheriff's Office acknowledge and agree they may be held professionally and personally liable for violation of FERPA and/or IDEA.

#### **11. General Guidelines and Procedures**

- A. Services will be provided through the duration of the academic school year, as delineated by the District Board of Trustees, and upon request of the District, during times outside of the school year.

B. SROs are employed and retained by the Sheriff's Office, and in no event will be considered an employee of the District. The County, and the assigned SROs, shall have the status of an independent contractor for purposes of this Agreement. The Sheriff shall retain the exclusive right to exercise the customary functions of management and supervision of the SROs. As such, the day-to-day operation, supervision, and administrative control of the SROs will be the responsibility of the County. The SROs conduct will reflect the Sheriff's Office Mission, Vision and Values, Rules of Conduct and Code of Ethics and will remain under the supervision of the Sheriff and SRO Unit leadership.

C. SROs will remain at the District during duty hours and will attend school activities. The County reserves the right, however, to reassign the SRO temporarily in the event of an emergency or when the County, in its sole discretion, deems necessary; notification or temporary reassignment will be provided to the district in a timely manner.

D. Payment for services shall be on an annual basis. Payment will NOT be prorated for partial months. County will invoice District annually for the services rendered and the District will pay County for the services rendered within thirty (30) days of the date the invoice is received by District.

E. The County will be responsible for any overtime charges associated with the provisions of services under this Agreement.

F. The SROs will meet all applicable requirements for applicable law enforcement officers for the State of Texas, including any and all requirements as set forth by the Texas Department of Public Safety Standards and Training.

G. The K-9 unit searches are conducted outside of this local agreement twice per semester and are at no cost to the County.

H. The Parties acknowledge that the cost to the County of providing the services described herein may change over time. Hence the parties agree the County may change the compensation rates for SROs by giving the District a written notice of the rate change delivered in accordance with Section 11 at least sixty (60) days prior to the effective date of the rate change). Such notice will provide a complete itemization of costs. If the District does not desire to continue receiving services at the rates stated in the Notice of Rate Change, it may terminate this Agreement prior to the effective date of the rate change by giving the County written notice delivered in accordance with Section 12.

## **12. Notices**

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered to the respective parties, by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is subsequently notified otherwise, in writing.

If intended for County, to:

Kinney County Sheriff  
Attn: Brad Coe (or Successor)  
Kinney County Sheriff's Office  
109 North St  
Brackettville, TX 78832

If intended for the District, to:

Brackett Independent School District  
The Office of the Superintendent  
Attn: Eliza Diaz(or Successor)  
P.O. Box 586  
201 N. Ann Street  
Brackettville, TX 78832

**13. Venue and Governing Law**

The obligations of the Parties shall be performable in Kinney County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Kinney County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the state of Texas.

**14. Legal Construction**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**15. Captions**

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

**16. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

**17. Entire Agreement**

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement.

**18. Liability**

- A. Liability for Harm. County shall not be liable to District for any claims, damages or attorney's fees arising from the intentional acts or negligence or wrongful acts or omissions of District or School officials or employees. District shall not be liable to County for any claims, damages, or attorney's fees arising from the intentional acts or negligence or wrongful acts or omissions of County officials or employees. For any claims, damages and attorney's fees arising from the intentional acts or negligent or wrongful acts or omissions of District or County employees in relation to their respective obligations in this Agreement, if both parties are liable, District and County shall be liable for the portion of the claims, damages and attorney's fees that arise from the intentional acts or negligent or wrongful acts or omissions of that party as determined by the court adjudicating the matter or as agreed in any settlement. Neither Party waives any right to immunities or defenses as provided by law.

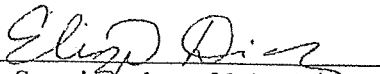


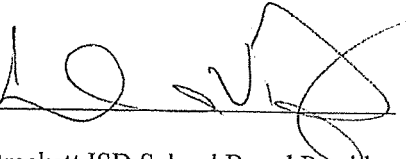
- B. Notice of Claim. Within five (5) District business days of receiving notice of any claim, demand, suit, or any action made or brought against District, arising out of the law enforcement activities conducted pursuant to this Agreement, the District will give written notice to County of such claim, demand, suit, or other action. Said notice will include: (a) the name and address of the claimant; (b) the basis of the claim, action or proceeding; (c) the court, if any, where such claim, action, or proceeding was instituted; (d) the name or names of any person or persons against whom such claim is being made.

*[End of Agreement. Signatures on Following Page.]*

EXECUTED AS OF THE 12th day of and month of August, 2024, by KINNEY COUNTY and the SHERIFF, duly authorized to execute this Agreement and the BRACKETT INDEPENDENT SCHOOL DISTRICT, duly authorized to execute this Agreement, approved by the signing by and through its Superintendent.


BRACKETT INDEPENDENT  
SCHOOL DISTRICT

By:   
Superintendent of Schools

By:   
Brackett ISD School Board President

KINNEY COUNTY

By:   
Kinney County Judge

By:   
Kinney County Sheriff