

STATE OF TEXAS §
§
COUNTY OF EL PASO §

DRAFT

INTERLOCAL AGREEMENT

THIS AGREEMENT, entered into this ___th day of December, 2013 between the County of El Paso ("COUNTY") and the **NAME** Independent School District ("SCHOOL DISTRICT").

WHEREAS, the COUNTY of El Paso has received a grant from the Department of Justice under the Community Oriented Policing Services ("COPS") program;

WHEREAS, under the COPS grant, the county will address school and community violence;

WHEREAS, the County of El Paso and the SCHOOL DISTRICT desire to join forces to conduct the Community Oriented Policing Services ("COPS") Program within the school system as defined by this agreement; and

WHEREAS, the operation of the COPS Program benefits both the COUNTY and the SCHOOL DISTRICT,

NOW THEREFORE, the parties agree as follows:

1. **OFFICER(S) PROVIDED.** The El Paso County Sheriff's Office will provide **NUMBER** officer(s) to the SCHOOL DISTRICT. Each officer will work a 40-hour week except during vacations, sick leave, and any other time off officers are allowed or required to have in accordance with the contract between the County, the Sheriff, and the El Paso County Officers Association as well as any training the officer(s) may be required to attend. The COUNTY is not obligated to replace any officer(s) who has/have been granted leave, including any extended leave, but will attempt to ensure that there is sufficient coverage in their absence. The COPS officers will be assigned primary duties at the schools listed in **Exhibit A**, within the SCHOOL DISTRICT. COPS officers will instruct on appropriate law enforcement topics at feeder schools as needed. COPS officers are employees of the El Paso County Sheriff's Office and will be subject to the rules and regulations of the Sheriff's office.
2. **COMPENSATION.** The SCHOOL DISTRICT will pay COUNTY the amounts in **Exhibit B** during the term of the contract, which represents the required federal match for the COPS SRO Program. After the officers' assigned working hours, the SCHOOL DISTRICT shall pay associated overtime costs at a rate mandated by the contract between the County of El Paso County Sheriff's Officers Association, Inc., and the COUNTY. Such overtime will be billed to the SCHOOL DISTRICT on a quarterly basis.
3. **PAYMENT SCHEDULE.** Payment shall be made to COUNTY on a quarterly basis and

shall be due on the tenth (10th) day after receipt of charges for services under this agreement.

4. **LUNCH PERIOD.** COPS officer(s) shall be entitled to a one-half (1/2) hour paid lunch period. COPS officers will be subject to emergency calls during the lunch period.
5. **COMMUNICATIONS.** COPS officer(s) will carry a COUNTY issued portable radio, pager, or other portable communication equipment. Arrangements may also be made for school officials to contact officers via portable equipment or equipment provided by SCHOOL DISTRICT.
6. **COPS OFFICER DUTIES & TRAINING.** The COPS officer(s) shall operate according to *A Guide to Developing, Maintaining, and Succeeding With Your School Resource Officer Program* from the U.S. Department of Justice – Office of Community Oriented Policing Services and the El Paso County Sheriff’s Office Policy Manual. COPS guidelines within the standard operating procedure and the COPS’ officer handbook will apply.
 - a. A COPS officer shall, at no time, act as a substitute teacher, nor shall officers be utilized to provide sole supervision in a class.
 - b. COPS officer(s) will be scheduled to attend and participate in mandatory training as set out by law or policy. They may also participate in reasonable training programs that directly impact their ability and skills as a COPS officer, or that enhance an officer’s law enforcement career. During such training, an officer will be absent from his/her assigned school.
7. **RESPONSE TO LAW ENFORCEMENT INCIDENTS.** COPS officers may be contacted by the SCHOOL DISTRICT to deal with law enforcement situations that exceed the SCHOOL DISTRICT’s ability to handle special situations that require a rapid police response, or the special knowledge or expertise a COPS officer offers.
 - a. COPS officers will take permissible enforcement action when appropriate, and within an officer’s discretion. However, nothing in this agreement shall create any legal duty to provide additional police protection beyond that which exists as to the general public.
 - b. Nothing in this agreement shall prohibit school district personnel to utilize the 9-1-1 reporting system, nor shall it prohibit or limit the use of SCHOOL DISTRICT security guards to handle or supplement calls for service. Use of 9-1-1 is encouraged for emergency and/or priority calls even if a COPS officer is also called.
 - c. COPS officer(s) shall not be responsible for handling administrative or minor, non-priority incidents typically handled by SCHOOL DISTRICT security guards.
 - d. COPS officers will maintain a close working relationship with SCHOOL DISTRICT security guards in assigned schools. Officers and security guards shall exchange information regarding suspects, incidents, and/or potential

problems.

- e. Except in extreme emergencies, the COPS officer should not be called away from class to handle incidents.

9. **RE-ASSIGNMENT FOR EMERGENCY RESPONSE.** The Sheriff reserves the right to assign a COPS officer to other police functions in the event of an emergency, at the direction of the Sheriff (or his designee) or according to Sheriff's Office policy.
10. **OFF-DUTY ASSIGNMENTS.** COPS officers may work part time, off duty jobs at approved school functions, subject to Sheriff's Office guidelines and approval. Such off-duty employment will be pursuant to individual agreement, and will be considered outside employment as defined by Sheriff and the contract between the COUNTY and the El Paso County Sheriff's Officers Association
11. **OFFICE AND SUPPLIES.** SCHOOL DISTRICT will provide COPS officers with office space that is equipped with a computer and telephone available for the use by the COPS officers. Such office will function as a general work station and be provided at no cost to COUNTY. SCHOOL DISTRICT will also provide office supplies and equipment required by the COPS officers for performance of their duties, at no cost to COUNTY.
12. **LAWS GOVERNING AGREEMENT.** This Agreement is entered into in the County of El Paso, Texas, and shall be governed by the laws of the State of Texas. In the event of any legal dispute, regarding the interpretation or performance of this agreement, that requires court intervention venue and jurisdiction shall lie in an appropriate court sitting in El Paso County, Texas.
13. **DURATION OF AGREEMENT.** This Agreement shall commence on January 1st 2014 and terminate on December 31st 2016. Payments under this agreement shall be made in accordance with **Exhibit B.**
14. **SEVERABILITY.** If one or more of the provisions of this agreement shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or enforceability shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included.
15. **ENTIRE AGREEMENT.** This writing constitutes and expresses the entire Agreement of the Parties hereto and may not be changed, altered, or amended except in a writing executed by all Parties.

[SIGNATURES ON NEXT PAGE]

EXECUTED this ____ day of December 2013.

THE COUNTY OF EL PASO, TEXAS

APPROVED AS TO FORM AND CONTENT:

ATTEST”

COUNTY OF EL PASO

DELIA BRIONES
County Clerk

HON. VERONICA ESCOBAR
County Judge

Sheriff Richard Wiles

APPROVED AS TO FORM ONLY

Assistant County Attorney

NAME INDEPENDENT SCHOOL DISTRICT

Superintendent
Independent School District

President, Board of Trustees
Independent School District

EXHIBIT A: SCHOOLS

DRAFT

EXHIBIT B: COMPENSATION

DATES:

AMOUNTS:

January 1st, 2014 – June 30th, 2014

AMOUNT1

July 1st, 2014 – June 30th, 2015

AMOUNT2

July 1st, 2015 – June 30th, 2016

AMOUNT3

July 1st, 2016 – December 31st, 2016

AMOUNT4

DRAFT