

# **INTERLOCAL COOPERATION AGREEMENT BETWEEN SAN DIEGO INDEPENDENT SCHOOL DISTRICT AND DUVAL COUNTY**

This Interlocal Cooperation Agreement (Agreement) and entered into by and between San Diego Independent School District (San Diego ISD or District), a political subdivision acting through its Board of Trustees, and the Duval County (County), a political subdivision acting through the Duval County Commissioners. Collectively San Diego ISD and the County may be referred to as the "Parties".

## **PREMISES**

**WHEREAS**, Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of government functions and services:

**WHEREAS**, San Diego ISD is a public school district with campuses located within the jurisdictional boundaries of Duval County where the County presently operates a law enforcement department through the County Sheriffs: and

**WHEREAS**, San Diego ISD and the County have each found that contracting for and with respect to the government services described herein will result in increased efficiency, economy, and enhanced public safety for the constituents of both San Diego ISD and the County:

**WHEREAS**, this agreement states the purpose, terms, rights, objectives, duties and responsibilities of the parties to this agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

## **ARTICLE 1: SERVICES TO BE PROVIDED**

1.1 The County hereby authorizes the County Sheriff (Sheriff) to appoint and assign three appropriately licensed and commissioned law enforcement officers to be employed full time by the County and called to duty by the Sheriff to provide enhanced law enforcement services as a School Resource Officer (SRO) for San Diego ISD during the active school year, which generally encompasses 180 days during each calendar year.

1.2 While school is in session, an SRO will be assigned to San Diego ISD on a full time basis, forty three (43) hours each work week, according to the daily schedule agreed upon by the Sheriff and the San

Diego ISD Superintendent, minus any scheduled vacation, sick time, training time, court time, or any other police-related activity, including any emergencies such as civil disasters.

1.3 The Parties agree that every effort should be made to schedule and or designated vacations day's compensatory time, and other days off at times when school is not in session or at other times when the SRO's absence will not otherwise create an unnecessary risk or hamper school operations. The SRO will coordinate vacation hours with San Diego ISD's Superintendent.

1.4 Should any officer assigned as an SRO during the active school year be absent for more than three consecutive school days, the Sheriff will assign a suitable replacement whose training is acceptable to both Parties.

1.5 The SRO shall follow the policies and procedures of San Diego ISD to the extent those policies do not conflict with the policies and procedures of the County or Sheriff.

1.6 The SRO will report to the San Diego ISD Superintendent and other San Diego ISD administrative staff in carrying out his/her day to day duties as an SRO. The Sheriff retains final authority over the SRO's law enforcement responsibilities.

1.7 The duties, schedule, and responsibilities of the SRO on days when the school is not in session shall be determined solely at the discretion of the Sheriff.

1.8 The duties to be performed by the SRO includes, but are not limited to, the following:

a. Patrolling areas within or in the vicinity of the geographical boundaries of San Diego ISD to protect all students, personnel, and visitors. Patrol and other law enforcement duties of the SROs shall be performed with the use of County-owned vehicles if available.

b. Being a visible presence during the school day in order to assist the San Diego ISD administration with general public safety services during school hours.

c. Helping San Diego ISD administrators maintain the peace and or address a breach of the peace as needed.

d. Engaging in all law enforcement activities arising from the enforcement of criminal laws or San Diego ISD policies and rules, including, but not limited to, intervening in and investigating alleged crimes or violations of San Diego ISD rules, issuing citations, transporting arrested persons, completing follow-up activities, filing of affidavits and complaints, and participating in

legal proceedings resulting from the law enforcement services provided in accordance with the Agreement. However, violations of San Diego ISD policies and rules that are strictly personnel matters and non-criminal in nature will only be assigned to the SRO for investigation at the specific direction of the San Diego ISD Superintendent.

- e. Responding to calls for services during the course of the regular school day or when serving in support of an official San Diego ISD extracurricular or after-school activity. After school activities will be paid to SRO at an hourly wage as adopted by San Diego ISD.
- f. Assisting with student truancy, including detaining or escorting a student alleged to have violated Chapter 25 of the Texas Education Code.
- g. Mediating disputes on campus, including working with students to help solve disputes in a non-violent manner.
- h. Accompanying the Canine Services during random canine searches conducted on San Diego ISD property.
- i. Preventing property loss due to theft or vandalism.
- j. Providing traffic control as needed.
- k. Assisting San Diego ISD with its Emergency Operation Plan.
- l. Assisting with school safety projects, scheduling and maintaining emergency drills, emergency response, and after-action reviews within San Diego ISD.
- m. Providing training for staff as requested by the San Diego ISD Superintendent.
- n. Serving as a resource for law enforcement education at the request of school staff, such as speaking to classes on the law, search and seizure, drugs, or motor vehicle laws.
- o. Maintaining the confidentiality of student records as required by the Family Educational Rights and Privacy Act.
- p. Preparing reports and documentation related to events occurring within the geographic boundaries of San Diego ISD.

q. Performing other duties that may be assigned from time to time by the San Diego ISD Superintendent, provided that the duty is legitimately and reasonably related to the services as described herein and is consistent with Federal and State law, local ordinances and orders, laws applicable to San Diego ISD, San Diego ISD's policies, procedures, rules, regulations of the County Sheriff Department.

1.9 No assignment, task, or function shall be imposed on the SRO by San Diego ISD that would violate or jeopardize the officer's sworn oath, conditions of licensure, or departmental regulations: however, each officer is responsible for disclosing to appropriate San Diego ISD personnel his/her opinion that such assignment, task, or function would have such an effect.

1.10 Circumstances constituting an immediate threat to public safety may be dealt with by the SRO consistent with his/her training and responsibility as a peace officer.

1.11 The final disciplinary action or other dispensation of any matter or issue involving only a violation of a rule or regulation of San Diego ISD shall be at the discretion of San Diego ISD provided that in the event the SRO observes any event, matter or action that appears to constitute a violation of any local, State or Federal penal or criminal law, then, in such event, the investigation of and decision to file charges on any such event shall be made by the SRO.

1.12 When the SRO takes a person into custody in the course of performing his/her duties on behalf of San Diego ISD under Agreement. San Diego ISD shall receive notification of the incident from the County within the time frame required by the law and of the disposition of the individual to the extent allowed by law.

1.13 To the extent permitted by applicable law the SRO shall report to San Diego ISD all information obtained during the investigation of any reported incident involving a San Diego ISD student or employee for the purposes of determining appropriate disciplinary actions and modifications of education programs as a result of the incident.

1.14 Changes in the total number of officers to be assigned hereunder or the total cumulative number of hours to be worked shall be determined by mutual consent of the Parties as part of the annual review of this Agreement or at any other time as mutually agreed between the County and San Diego ISD.

## **Article 2: DUTIES & RESPONSIBILITIES OF THE PARTIES**

- 2.1 The County agrees to perform any obligations required to maintain the SRO as a commissioned police officer with the Duval County Sheriff's Department with the full Texas peace officer status; including but not limited to, providing the SRO with any and all continuing training necessary to maintain his/her TCOLE certification. San Diego ISD will pay for any additional training it may require unrelated to TCOLE training requirements.
- 2.2 The Parties agree to jointly interview and select personnel to fill the position of SRO in accordance with the County policies and procedures. The SRO assigned to San Diego ISD shall be subject to the approval of the San Diego ISD Superintendent. San Diego ISD understands that the Sheriff may rotate or change any officer assigned to serve as an SRO; provided. However, that San Diego ISD may refuse any particular officer assigned as SRO and request assignment of a different officer.
- 2.3 Any properly licensed officer providing SRO services under this Agreement shall be vested with all powers, privileges, and immunities of a peace officer within all territory contained in the boundaries of the San Diego ISD and while on property under the control and jurisdiction of San Diego ISD or otherwise in the performance of his/her duties under the guidelines of San Diego ISD policies and regulations.
- 2.4 The county will authorize the SRO to carry a weapon and act as a peace officer at all times, so long as the employee is acting under his/her official capacity. Likewise, San Diego ISD specifically authorizes the SRO to carry a weapon in performing services at San Diego ISD. When not on duty as an SRO the officer's right to carry a firearm will fall back under provisions and rules set forth by TCLEOSE and Duval County.
- 2.5 As an employee of the County, any disciplinary actions taken against the SRO shall follow the policy and procedure set forth in the employee handbook of the County.
- 2.6 At its own cost, the County shall furnish the SRO with all equipment routinely assigned to law enforcement personnel who serve the County. The county will maintain and service all equipment used by the SRO in providing services to San Diego ISD. Equipment includes, but is not limited to, uniforms, computers and computer equipment, firearms, radios, and all other devices used by the County law enforcement personnel in the performance of their duties.

- 2.7 The County may provide the SRO with a patrol unit appropriately marked designating law enforcement services being performed under authority of the County for use in his/her SRO duties, but not for personal use. The county will provide for all maintenance and fuel of the SRO's patrol car.
- 2.8 San Diego ISD will provide the SRO with office space on school property and other office equipment to perform duties under this Agreement and as mutually agreed by the Parties. The County will provide the SRO with access to Sheriff's Office facilities as needed to conduct police business regarding the securing of evidence in crimes and interviewing individuals in connection with a criminal investigation.
- 2.9 Subject to its obligations under the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. §1232g, San Diego ISD agrees to provide the SRO with (a) unrestricted access to student and personnel records as necessary for the investigation of criminal offenses, to collect certain incident-based data, or to ensure the safety and security of school campuses or events, and (b) unrestricted access to technology installed at San Diego ISD, including surveillance cameras to provide for safety and security. SROs shall be designated as "school officials" under San Diego ISD Policy FL (local) for purposes to access to student records.
- 2.10 San Diego ISD will include the Sheriff or his/her designee as a member of the San Diego ISD School Safety and Security Committee.
- 2.11 For the purpose of subsidizing the expenses incurred by the County in the employment and retention of an SRO, San Diego ISD agrees to pay the County each month during the active school year for the salary, benefits, and personnel services of the SRO performed under this Agreement, a salary to include Fringe Benefits of no more than \$49,470 per school calendar year per SRO. The Parties agree and understand that it is expected that the SRO will work 40 hours a week for San Diego ISD and all hours worked beyond those 40 hours will be paid for by the County. The Parties further agree that upon request by the San Diego ISD, the County may provide an SRO for extracurricular events and the San Diego ISD will pay the hourly wage described below for those services.
- a. The county shall provide the SRO with all wages, salaries, or other compensation, and benefits of similarly-situated and classified employees of the County. The County shall also be directly responsible for the payment of all payroll taxes, bond costs, retirement contributions, overtime, social security taxes, if any, and other payroll expenses.

- b. The County shall keep and maintain accurate records of dates of service and the hours served by the SRO. The County shall be responsible for calculating and documenting the charge for services rendered pursuant to this Agreement.
- c. Overtime hours that relate to SRO duties must be authorized and approved by the Sheriff prior to the performance of the overtime work and will be paid in accordance with procedures established by the County.
- d. During the active school year, the County will provide San Diego ISD with a monthly invoice for the salary, benefits, and personnel services of the SRO due at least ten (10) business days prior to each payment date.
- e. San Diego ISD will pay all invoices within thirty days out of current revenue funds.
- f. With 48-hours notice, the County shall promptly provide San Diego ISD with access to all time calculation records maintained by the County for any SRO services provided pursuant to this Agreement.
- g. San Diego ISD also agrees to pay to the County, as part of the consideration for the services provided under this Agreement, a reasonable annual fee to compensate the County for actual costs associated with the County's purchase of any additional insurance or risk of pool coverage required under the Agreement to meet the County's obligation for coverage of the SRO which is not already included by the County's current self-insurance liability coverage plan.

2.12 The Parties shall each monitor, review and provide oversight and supervision of the services as they are provided and each agree to notify the other as soon as reasonably possible in the event the level or quality of any scheduling, operating service or performance issue becomes unsatisfactory.

2.13 The Parties recognize that the services to be provided by the County may be limited to the extent that said services conflict with or compromise the Sheriff's ability to provide effective law enforcement services to the County generally, and should a conflict arise between the policies of San Diego ISD and the County, County police shall prevail.

2.14 The Parties agree that they will use their best reasonable efforts to coordinate media relations pertaining to law enforcement incidents and investigations occurring pursuant to this Agreement prior to the release of information whenever possible. It is understood that depending on the nature of an incident, law enforcement personnel may be required to conduct on-scene interviews and/or briefings for the media

without prior coordination among all Parties. Information will only be released by a Party in accordance with established law and its existing policies and procedures.

2.15 Nothing in this Agreement prevents San Diego ISD from invoking a practice of hiring off-duty police officers to provide security at sporting events, after- hour activities, or other events. This Agreement shall not govern off-duty peace officers hired for these purpose.

### **ARTICLE 3: RELATIONSHIP BETWEEN THE PARTIES**

3.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The relationship of San Diego ISD and the County shall, with respect to the part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.

3.2 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship.

3.3 Officers employed by the County and assigned by the Sheriff to serve as an SRO at San Diego ISD are and will remain employed by the County.

3.4 The County shall have no liability whatsoever for or with respect to San Diego ISD use of any San Diego ISD property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents or assign of San Diego ISD. San Diego ISD covenants and agrees that:

a. San Diego ISD shall be solely responsible, as between San Diego ISD and the County and the agents, officers and employees of the County, for and with respect to any claim or cause of action arising out of or with respect to any act, omission or failure to act by San Diego ISD or its agents, officers, employees, and subcontractors, while on San Diego ISD property or while using any San Diego ISD facility or performing any function or providing or delivering any service undertaken by San Diego ISD pursuant to this Agreement.

b. For and with respect to San Diego ISD property or San Diego ISD's use of any San Diego ISD facility. San Diego ISD hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policy of insurance, or risk pool coverage, in amounts sufficient to insure San Diego ISD and its agents, officers, and employees from any and against any claim, cause of action or liability arising out of or from the



action omission, or failure to act by San Diego ISD, its agents, officers, employees, and subcontractors in the course of their duties.

3.5 San Diego ISD shall have no liability whatsoever for or with respect to the County's use of any County property or facility, or actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the County. The County covenants and agrees that:

a. The County shall be solely responsible, as between the County and San Diego ISD and the agents, officers, and employees of the San Diego ISD, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the County or its agents, officers, employees, and subcontractors, while on County property or while using any County facility or performing any function or providing or delivering any service undertaken by the County pursuant to this Agreement.

b. For and with respect to the service to be provided by the County to San Diego ISD pursuant to this Agreement, the County hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in the amounts sufficient to insure the County and its agents, officers, and employees, and subcontractors in the course.

3.6 It is specifically agreed that, as between the Parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement.

3.7 Each party hereto reserves and does not waive any immunity or defense available to it at law or equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstance arising under the Agreement. Neither San Diego ISD nor the County waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas on behalf of itself, its trustees, council members, officers, employees, and agents.

3.8 No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. This Agreement shall not be interpreted nor construed to give any third party the right to any claim or cause of action, and neither the County nor San Diego ISD shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under, this Agreement except as specifically provided herein or by law. The Parties hereto shall cooperate fully in opposing any attempt by

any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

3.9 Nothing in this Agreement shall be deemed to extend, increase or limit the jurisdiction or authority of either the County or San Diego ISD except as necessary to implement, perform and obtain the services and duties provided for in this Agreement. Save and except only as specifically provided in this Agreement, all governmental and proprietary functions and services traditionally provided by the County, shall be and remain the sole responsibility of each such respective party.

#### **ARTICLE 4: TERMS**

4.1 The initial term of this Agreement shall commence on August 26, 2019 and continue through August 27, 2020 and shall automatically renew for an annual term commencing on August 26 thereafter, unless terminated earlier in writing by either party.

4.2 This Agreement may be terminated at any time by either party, with or without cause, by giving the other party a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.

4.3 This Agreement also may be terminated immediately by providing written notice to the other party that the assigned officer's commission as a Sheriff's Deputy has been revoked, such notice to be delivered by hand or U.S. Certified Mail to the other party.

4.4 Termination will not relieve San Diego ISD of its obligation to pay the County for any amounts due and payable for service performed prior to termination.

#### **Article 5: NOTIFICATIONS**

5.1 All correspondence and communications regarding this Agreement shall be directed to:

COUNTY: Duval County Sheriff's Office  
Attn: Sheriff  
P.O. Box 547  
San Diego, Texas 78384

SAN DIEGO ISD: San Diego Independent School District  
Attn: Superintendent of Schools  
235 S. Hwy 359  
San Diego, Texas 78384

5.2 Notices provided pursuant to this Agreement must be in writing and hand-delivered or sent by certified mail, returned receipt requested.

#### ARTICLE 6: MISCELLANEOUS PROVISIONS

6.1 If any portion of this Agreement shall be deemed void or invalid, the remaining portions of the Agreement shall continue in full force and effect.

6.2 This Agreement represents the entire Agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This Agreement may not be modified, altered, changed, or amended, except by written agreement of the Parties.

6.3 This Agreement shall be governed by and construed in accordance with the law State of Texas, and venue shall live in San Diego County, Texas unless otherwise mandated by the law.

6.4 No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other party.

6.5 This Agreement may be simultaneously executed in several counterparts: each of which shall be an original and all of which shall be considered full executed when all parties have executed an identical counterpart notwithstanding that all signatures may not appear on the same counterpart.

6.6 By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by their governing body in order to enter into and perform the terms of this Agreement.

The Parties have executed and attested to this Agreement by their duly authorized officers effective as of August 12 2019

#### SAN DIEGO ISD:

\_\_\_\_\_  
Board President  
San Diego ISD

\_\_\_\_\_  
Dr. Rodrigo Pena, Superintendent  
San Diego ISD

#### DUVAL COUNTY:

\_\_\_\_\_  
Gilbert Saenz, County Judge  
Duval County

\_\_\_\_\_  
Romeo R Ramirez, Sheriff  
Duval County

FILED FOR RECORD  
AT    O'CLOCK    M

AUG 12 2019