

DEC 13 2022

BECKY LANDRUM
County Clerk, Hunt County, Tex.

RESOLUTION 17,900

A RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT, OF HUNT COUNTY, TEXAS, APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN HUNT COUNTY, TEXAS, AND BOLES INDEPENDENT SCHOOL DISTRICT FOR THE PROVISION OF A SCHOOL RESOURCE OFFICER ASSIGNED FROM THE HUNT COUNTY SHERIFF'S OFFICE AND SETTING AN EFFECTIVE DATE.

WHEREAS, Hunt County, Texas and Boles Independent School District desire to enter into this Agreement for the purpose of providing certain professional police services to Boles ISD in accordance with the terms provided for in the Agreement attached hereto as "Exhibit A"; and

WHEREAS, this Agreement is made pursuant to the authority granted to the Parties by the Interlocal Cooperation Act, Texas Government Code Chapter 791 (the "Act"); and

WHEREAS, the primary purpose of a school resource officer is the reduction and prevention of crime committed by juveniles and young adults and to promote the safety of children with the goals of the school resource officer to include:

- Provide safety for students, faculty, staff, and all persons involved with the school district.
- Reduction and prevention of criminal offenses committed by juveniles and young adults.
- Designate the Hunt County Sheriff's Department as a "law enforcement" unit for the purposes of the Family Educational Rights and Privacy Act ("FERPA") and assigned employees as "School Officials" with a legitimate educational interest in education records.
- Establish rapport with the students, parents, faculty, staff, administrators, and other adults.
- Present a positive role image for students and adults; and

WHEREAS, the Commissioners Court of Hunt County has conducted a public hearing on the costs of the providing a school resource officer and together with Boles Independent School District has negotiated this interlocal agreement for the provision of such an officer that is beneficial to both parties; therefore

BE IT RESOLVED BY THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS:

Section 1. Findings. The statements contained in the preamble to this Resolution are true and correct and are hereby adopted as findings of fact and as part of the operative provisions hereof.

Section 2. Public Notice and Hearing. The Hunt County Commissioners Court, having held a public hearing and made the required findings pursuant to Texas Government Code §791.011,

hereby enter a Interlocal Cooperation Agreement for the provision of a school resource officer from the Hunt County Sheriff's Office.

Section 3. Interlocal Cooperation Agreement. The Hunt County Commissioners Court, having held a public hearing and made the required findings pursuant to Texas Government Code §791.011, hereby resolves to enter into the Interlocal Cooperation Agreement, attached to this resolution as Exhibit "A."

Section 4. Setting an Effective Date. This Resolution shall take effect immediately upon execution.

The foregoing Resolution was read and adopted on December 13, 2022.

Phillip A. Martin

County Judge
Hunt County, Texas

County Judge
Hunt County, Texas

[Signature]

Commissioner, Precinct 1

Commissioner, Precinct 1

Randy Straw

Commissioner, Precinct 2

Commissioner, Precinct 2



Phillip A. Martin

Commissioner, Precinct 3

Commissioner, Precinct 3

Steve Harris

Commissioner, Precinct 4

Commissioner, Precinct 4

ATTEST:

[Signature]

County Clerk
Hunt County, Texas

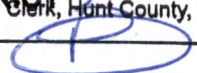
County Clerk
Hunt County, Texas

EXHIBIT "A"
Interlocal Cooperation Agreement

Attached agreement.

DEC 13 2022

INTERLOCAL COOPERATION AGREEMENT BETWEEN
HUNT COUNTY, TEXAS AND BOLES INDEPENDENT SCHOOL DISTRICT
FOR A SCHOOL RESOURCE OFFICER

BECKY LANDRUM
County Clerk, Hunt County, Tex.
By 

This agreement (“**Agreement**”) is made and entered into between **Hunt County, Texas** (“**COUNTY**”), a political subdivision of the State of Texas, and **Boles Independent School District** (“**BISD**” or “**DISTRICT**”), a political subdivision of the State of Texas located in Hunt County and a legally constituted Independent School District. Where appropriate, County and District are collectively described in this Agreement as the “**Parties**”. The effective date of this Agreement shall be September 1, 2022 (“**Effective Date**”).

RECITALS

WHEREAS, the Parties mutually desire to enter into this Agreement for the purpose of providing certain professional police services to BISD in accordance with the terms provided herein;

WHEREAS, this Agreement is made pursuant to the authority granted to the Parties by the Interlocal Cooperation Act, Texas Government Code Chapter 791 (the “**Act**”);

WHEREAS, the primary purpose of a School Resource Officer Program (“**SRO Program**”) is the reduction and prevention of crime committed by juveniles and young adults and to promote the safety of children. Officers chosen for this program are responsible for establishing communication links and creating a free flow of information between all involved. The goals of the SRO Program are as follows:

1. Provide safety for students, faculty, staff, and all persons involved with the school district.
2. Reduction and prevention of criminal offenses committed by juveniles and young adults.
3. Designate the Hunt County Sheriff’s Department as a “law enforcement” unit for the purposes of the Family Educational Rights and Privacy Act (“FERPA”) and assigned employees as “School Officials” with a legitimate educational interest in education records.
4. Establish rapport with the students, parents, faculty, staff, administrators, and other adults.
5. Present a positive role image for students and adults.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements expressed herein, the Parties agree as follows:

AGREEMENT

1. **Scope of Agreement.**

COUNTY shall provide one (1) licensed police officer to serve as School Resource Officer (“SRO”) for the BISD SRO Program for the 2022-2023 school year. The date on which said police officer shall begin serving as the SRO for BISD shall be **1-4-23** (“SRO Start Date”). The duties of the SRO and each of the Parties are described more fully herein.

2. **Term of Agreement.**

The term of this Agreement shall be one prorated year, beginning on the Effective Date of hiring an SRO. This Agreement shall be reviewed in June 2023 unless any party wishes to amend the Agreement prior to its renewal, or the Agreement is otherwise terminated in accordance with Section 14 of this Agreement. Notice to amend the Agreement shall be made by written notice at least 60 days prior to the anniversary of the Effective Date of the Agreement.

3. **Payment for Services.**

BISD agrees to pay the prorated sum of the annual **Seventy-Five-Thousand Dollars and no cents (\$75,000.00)** to COUNTY in exchange for SRO services provided under this Agreement, which shall satisfy BISD’s payment obligation to COUNTY for SRO services from the hiring of an SRO through August 2023 on the prorated agreement. This payment will be made by BISD in equal quarterly installments on the following dates:

- A. December 14, 2022;
- B. January 15, 2023
- C. February 15, 2023
- D. March 15, 2023

BISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event that COUNTY exercises its right to temporarily reassign the officer serving as SRO for a period not to exceed fifteen (15) business days when the COUNTY determines the service of such officer is required in response to a major COUNTY emergency, or in the event that the SRO is absent due to illness or approved leave under the Family Medical Leave Act (“FMLA”) or Americans with Disabilities Act (“ADA”), injury, training, or court appearances. However, COUNTY shall use its best efforts to furnish a replacement officer to serve as SRO under this Agreement on days when the regular SRO is absent for any reason. Replacement SROs must meet the selection requirements

of SRO Applicants as stated herein. BISD shall be relieved of its obligation to pay for any quarter if an absence beginning in that quarter exceeds fifteen (15) business days, without a replacement SRO.

4. Scope of Services; Organizational Structure.

- a) COUNTY, through the COUNTY Sheriff's Department, shall assign one (1) law enforcement officer to the District to provide school security and serve as SRO for BISD, and the SRO shall work directly with the BISD Superintendent and campus administration.
- b) The SRO reports directly to the COUNTY Sheriff, or his/her designee, regarding all matters pertaining to their position and function. The SRO is an enforcement officer regarding criminal matters only.
- c) Assigned officers shall have the SRO Program as their primary duty and will not be regularly assigned additional police duties. COUNTY reserves the right, however, to reassign any or all officers temporarily in the event of an emergency or to ensure the public's safety. COUNTY shall provide BISD with as much notice as is reasonably practicable if any or all officers are reassigned.
- d) If necessary, to ensure coverage during absences by the SRO at BISD, other officers from the COUNTY Sheriff's Department may be assigned temporarily to the SRO position. In the event the assigned SRO's absence exceeds fifteen (15) days, COUNTY will provide a replacement officer to serve as SRO, inclusive of all requirements in this Agreement applicable to the selection of an SRO and duties to be performed by COUNTY prior to the SRO Start Date for the replacement SRO.
- e) The SRO will be present on the BISD campus or other BISD property and actively performing SRO duties in accordance with the following schedule:

Monday–Friday from 7:30 a.m.–4:30 p.m. on District business days as identified in BISD's 2022–2023 Calendar.
- f) COUNTY shall provide to the officer(s) assigned to the SRO Program for BISD all law enforcement training and certification, vehicles, uniforms, weapons and ammunition, and all other police equipment provided to all officers of the COUNTY Sheriff's Department. COUNTY shall also provide benefits and insurance (including liability coverage) to said officer(s). BISD shall provide any radio equipment necessary to allow the assigned officer to communicate with District staff.

- g) Incidents involving violence or other dangerous situations should be reported immediately by the SRO to the COUNTY Sheriff and BISD Superintendent.
- h) All officers assigned to the SRO program will remain subject to the rules and regulations applicable to all sworn personnel, including General Orders, Special Orders, Personnel Rules and Regulations, directives, and other applicable law.
- i) In accordance with Tex. Educ. Code § 37.081(d), the Board of Trustees of BISD shall determine the law enforcement duties of SROs. Pending the Board's adoption of a policy outlining such duties, and as set forth in Tex. Educ. Code § 37.081, it is understood that the SRO shall perform law enforcement duties for the District that must include protecting the safety and welfare of any person within the SRO's jurisdiction, and the property of the District. The COUNTY shall ensure that the SRO complies with training requirements for school resource officers per Tex. Educ. Code § 37.0812. The SRO's duties shall not include routine student discipline or school administrative tasks or engaging in contact with students unrelated to the performance of those law enforcement duties. The SRO shall not enter a teacher's classroom to assist in discipline or classroom/behavior management unless necessary to protect the safety and welfare of any person including teachers and other students. Additionally, an SRO shall not be called upon to restrain a student unless requested by the Principal and the student is clearly a danger to self or others. Upon the Board's adoption of policy pertaining to the duties of SROs assigned to BISD, BISD and COUNTY agree to amend this Agreement to reflect the District's policy. The SRO assigned to the District agrees to adhere to the law enforcement duties established by the BISD Board.

5. SRO Duties and Responsibilities.

Basic responsibilities of the SRO include but are not limited to the following:

1. Protecting the safety and welfare of any person in the jurisdiction of the SRO and the property of BISD.
2. Serve on the District's Emergency Operations Plan "EOP" team and safety committee.
3. Planning and presentation of programs for BISD students.
4. General duties and responsibilities set forth by the COUNTY Sheriff through standard operating procedures, directives, and policies. SRO shall be responsible for maintaining all appropriate licenses and certification in accordance with the law.

5. Any additional duties agreed upon by the COUNTY Sheriff and the BISD Superintendent, provided that such duties do not include routine student discipline or school administrative tasks.
6. Any additional law enforcement duties of SROs determined by the BISD Board of Trustees, as referenced above.

6. Independent Contractor Relationship.

COUNTY is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which SROs are assigned to the BISD SRO Program and the manner in which COUNTY performs the services required by this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between BISD and COUNTY or any of COUNTY's agents or employees. COUNTY assumes responsibility for the acts of its employees and officers as they relate to the services provided during the course and scope of their employment. COUNTY agents and employees shall not be entitled to any rights or privileges of BISD employees and shall not be considered in any manner to be BISD employees. At its option, BISD may evaluate the services provided by COUNTY to BISD for the SRO Program and provide such evaluation to COUNTY.

7. Selection of SRO; Criminal History.

COUNTY affirms that it has complied or will comply prior to the performance of any work for BISD with the requirements regarding criminal background checks as provided under Texas Education Code, Chapter 22. This law requires the independent contractor to obtain all criminal history record information on all persons to whom the law applies through the Texas Department of Public Safety (DPS) clearinghouse. This process includes fingerprinting in order to submit the individuals to a national check. Prior to the SRO Start Date, COUNTY must certify to BISD that the COUNTY has received all criminal-history-record information on any SRO for BISD and that there were no positive hits. All costs related to complying with these requirements are the sole responsibility of COUNTY.

8. BISD Responsibilities.

BISD will seek input from the SRO regarding criminal justice problems relating to students. BISD shall provide the assigned SRO the following equipment and facilities, which are deemed necessary to the performance of the SRO's duties:

1. Access to an air-conditioned and properly lighted private room, which shall contain a telephone, to be used for general business purposes;
2. A location for files and records, which can be properly locked and secured;
3. A desk and chair;
4. Access to computer and printer;
5. Computer access to student records for investigative purposes as permitted by and in compliance with the Family Education Rights and Privacy Act (FERPA);
6. Access to video surveillance systems at BISD's campus or other District property and on BISD school buses.

Video access will be given to the SRO on their dedicated computer. SROs will have the ability to download video to create a computer file of an incident involving possible criminal activity. The SRO creating the computer file will maintain the evidentiary chain of custody in accordance with COUNTY policy. This process minimizes the need for BISD employees to provide written statements or testify in court as to the origin and validity of the video.

Access to the video surveillance system shall be solely for investigative and preventative purposes only. If video of an incident is determined by the SRO to have evidentiary value, the portion of video that is necessary to capture the incident will be downloaded from the system and saved as a computer file. The computer file will then be considered evidence and shall be handled in accordance with COUNTY policy and procedures.

The SRO and all COUNTY agents and employees shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and laws.

9. Student Consultation.

The SRO is not a formal counselor and will not conduct or offer any formal or clinical psychological counseling; however, they are to be used as a resource to assist students, faculty, staff, and all persons involved with the BISD. The SRO will advise students on responsibilities and procedures concerning criminal matters. The SRO at the officer's discretion or direction by the Sheriff's department will give advice to help resolve issues between students that involve matters that may result in criminal violations, disturbances

or disruptions. Student confidentiality must be maintained in compliance with the Family Education Rights and Privacy Act ("FERPA").

10. Transporting Students.

The SROs shall not transport students in their vehicles except:

1. When the students are victims of a crime, under arrest, or some other emergency circumstance exists;
3. When the students are suspended from school pursuant to school disciplinary action, and the student's parent or guardian has refused or is unable to pick up the student within a reasonable time period, and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students or school personnel as determined by the SRO in consultation with the Superintendent.

If the student to be transported off campus is not under arrest, a victim of a crime or violent/disruptive, BISD shall provide transportation for the student in accordance with District policies, and an SRO may accompany the school official in transporting the student.

SROs shall not transport students to any location other than the COUNTY Public Safety Building, COUNTY Juvenile Detention Center, or a hospital unless it is determined that the student's parent, guardian, or other responsible adult is at the destination where the student is being transported.

SROs shall not transport students in their personal vehicles.

SROs shall notify the school principal before removing a student from campus.

11. Enforcement.

Although the SRO has been placed in a formal education environment, they are not relieved of their official duties as enforcement officers. Decisions to intervene normally will be made when it is necessary to prevent violence, a breach of the peace, personal injury, or loss of property. Citations should be issued and arrests made when appropriate and in accordance with COUNTY Sheriff's Department policies and procedures. When immediate action is needed and an SRO is not available, another officer may be dispatched to the school.

The SRO, when on duty, should investigate and prepare reports on all criminal offenses committed at the school or other District property. Other COUNTY Sheriff's Department personnel may be summoned by the SRO as they deem necessary and/or by BISD during the SRO's absence.

12. Availability of Funds.

BISD shall make payments required hereunder from current revenues, in accordance with this Agreement.

13. Insurance.

Prior to the SRO Start Date, COUNTY shall provide BISD proof of its insurance coverage, said coverage to meet the reasonable approval of BISD. COUNTY shall also provide, during the term of this Agreement, worker's compensation insurance and liability coverage in the amounts required by Texas state law, for any COUNTY employee engaged in work under this Agreement.

14. Termination.

This Agreement may be terminated by either party without penalty by giving thirty (30) days written notice of termination to the other party.

15. Replacement.

BISD may request a replacement of the SRO in its sole discretion. Such a request shall be made through the COUNTY Sheriff, shall be in writing, and shall set forth the basis for the request. A replacement SRO shall be provided by COUNTY as soon as possible giving due consideration to the COUNTY's staffing levels and time required to complete the outside hiring process as necessary.

16. Assignment of Agreement.

Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

17. Waiver.

The failure of COUNTY or BISD to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the COUNTY'S or BISD's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

18. Governing Law; Venue.

This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such action shall lie in state courts located in Hunt County, Texas.

19. Notices.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, c/o the designated person listed below, or (2) received by the other party by United States Mail, registered, return-receipt requested, addressed as follows:

Hunt County Sheriff's Department Attn: Sheriff Terry Jones 2801 Stuart Street Greenville, TX 75401	Boles ISD Attn: Mikayle Goss, Superintendent 9777 FM 2101 Quinlan, TX 75474
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20. Entire Agreement of Parties.

This Agreement shall be binding upon the Parties and their successors and assigns, and constitutes the entire agreement between the Parties. No other agreements, oral or written, pertaining to the performance of the Agreement exist between the Parties. This Agreement can be modified only by an agreement in writing, signed by both Parties.

21. Severability.

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

22. Headings Not Controlling.

Headings and titles used in this Agreement are for reference purposes only, shall not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

23. Immunity.

COUNTY and BISD agree that neither party has waived their respective sovereign immunity by entering into and/or performing the obligations under this Agreement.

24. Liability.

Any claims by third parties arising from enforcement of local, state, or federal law, including but not limited to employment claims by assigned personnel under this Agreement, shall be handled by and be the sole responsibility of COUNTY. Any claims by third parties arising from the enforcement of BISD policy or procedure shall be handled by and be the sole responsibility of BISD.

25. Force Majeure.

COUNTY and BISD shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, pandemics or epidemics, material or labor restrictions by any governmental authority, and/or any other similar causes.

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Executed this 6th day of December, 2022.

BOLES INDEPENDENT SCHOOL DISTRICT
9777 FM 2101
Quinlan, TX 75474

HUNT COUNTY, TEXAS
2507 Lee Street
Second Floor
Greenville, TX 75401

By: Linda Pitts

Linda Pitts
President, Board of Trustees

By: Bobby W. Stovall Judge Pro Tem

Bobby W. Stovall
Hunt County Judge