



Travis County Commissioners Court Agenda Request

Meeting Date: July 24, 2012

Prepared By/Phone Number: Jessica Sammons 854-9759

Elected/Appointed Official/Dept. Head: Sheriff Greg Hamilton 854-9788

Commissioners Court Sponsor: County Judge Sam Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on inter-local agreement amendments regarding additional school resource officers for:

- A) Del Valle ISD
- B) Eanes ISD

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Travis County Sheriff's Office has had a long standing relationship with both Del Valle and Eanes ISD. This Inter-local will add 1 additional staff to each school district.

Approval of the Inter-local agreements include authorization of the funding of the proposed positions and approval to increase the TCSO fleet through the retention of two vehicles.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

Interlocal agreements, see attached exhibit A of contract

REQUIRED AUTHORIZATIONS:

Del Valle and Eanes ISD have already approved contracts.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by **Tuesdays at 5:00 p.m.** for the next week's meeting.



JAMES SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

DARREN LONG
Major - Corrections

PHYLLIS CLAIR
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

June 29, 2012

MEMORANDUM

TO: **Honorable Sam Biscoe, County Judge**
Honorable Ron Davis, Commissioner, Precinct 1
Honorable Sarah Eckhardt, Commissioner, Precinct 2
Honorable Karen Huber, Commissioner, Precinct 3
Honorable Margaret Gomez, Commissioner, Precinct 4

FROM: **Sheriff Greg Hamilton** 

SUBJECT: **Interlocal Agreement Modifications, Eanes and Del Valle ISD's**
Additional School Resource Officer Positions

Attached are copies of the proposed contracts for the addition of two (2) School Resource Officers, one each for the Del Valle Independent School District and Eanes Independent School district. These officers will be assigned to the SRO Unit beginning August 1st of 2012 for the start of the upcoming school year.

Both the Del Valle and Eanes ISD's have seen a need for the additional law enforcement staff and have approved the modification of the inter-local agreements we have had for many years to include these additional School Resource Officers (SROs). This will bring the number of SROs in the DVISD to five and to two in the Eanes district.

TCSO and both Eanes ISD and DVISD have had a long-standing relationships and have shown the proven benefits of having law enforcement officers in the high schools and junior highs. Together, we continue to evaluate the needs of our local schools and agree that these staffing increases are in all of our best interests.

Attached are the modified contracts for services at the 2012-2013 school year rates.

Therefore, we would request the court's approval of;

1. the attached contracts,
2. Authorization of the funding of the proposed positions and slot creations,
3. Approval of a request to increase TCSO fleet through the retention of two vehicles to serve these officers.

The appropriate costs for our services have been adjusted to reflect these changes and charges for staff and equipment in accordance with allowable and recognized rates set by the agency and county.

Anticipated revenue for the remainder of FY12 is listed at \$37,892.84 (two SRO's x 2 remaining months of the fiscal year), and \$189,464.20 anticipated revenue for FY13 for these two additional slots. The current set monthly rate for SRO's for all districts for the 2012-2013 school year is set at \$9473.21 per SRO per month. The salaries are reimbursed at the rate for a five year Senior Deputy, plus vehicle and other indirect costs. See Exhibit A of the contract for any details.

If I can answer any questions or be of further assistance please feel free to contact me at 854-4924 or Major Clair at 854-9759.

CC. File
Travis Gatlin – PBO
Jim Connolly – County Attorney

Exhibit A
2012-2013 School Year

Item	Cost	
5 yr Sr Deputy Salary	\$ 55,201.33	2011 POPS Scale
Benefits	\$ 20,188.00	
Total	\$ 75,389.33	12 month cost
Monthly	\$ 6,282.44	Per month cost
Hourly	\$ 39.27	
Officer Total Yearly	\$ 75,389.33	12 month cost
Monthly	\$ 6,282.44	Per month cost
Hourly	\$ 39.27	

Vehicle Cost	\$ 18,000.00	\$54,000 for car / 3 yrs
Yearly Fuel / Maint	\$ 7,098.00	2012 Estimates per TNR/Gary Cotter
Total Vehicle Yearly Cost	\$ 25,098.00	12 month cost
Monthly Cost	\$ 2,091.50	Per month cost
Hourly Cost	\$ 13.07	

Yearly Indirect Costs	\$ 147,174.79	Cost for Supv and vehicle
Ongoing Costs	\$ 24,310.00	Ongoing costs x number of sro's
Total Support Costs	\$ 171,484.79	
Number of SRO's in System	13	←
Support Costs Per SRO	13,191	12 month cost
Monthly Support Costs	\$ 1,099.26	Per month cost
Hourly Cost	\$ 6.87	
Officer Hourly Cost	\$ 39.27	
Vehicle Hourly Cost	\$ 13.07	
Support Hourly Cost	\$ 6.87	
Total Hourly Cost	\$ 59.21	
Monthly Cost	\$ 9,473.21	Per month cost - Officer +Vehicle+Indirect
Yearly Cost	\$ 113,678.47	12 month cost
Overtime Rate - Officer Includes benefits	\$ 52.10	

* All hourly costs are based on standard 160 working hours per month available.

INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY, TEXAS, AND
THE EANES INDEPENDENT SCHOOL DISTRICT

THIS Interlocal Cooperation Agreement is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and the EANES Independent School District (the "EISD").

WHEREAS, the EISD and COUNTY, acting through the Travis County Sheriff's Office, desire to enter into an interlocal cooperation agreement pursuant to which Sheriff's deputies will be assigned to EISD campuses as School Resource Officers ("SRO's") under the terms and conditions stated herein;

WHEREAS, the EISD and COUNTY, have agreed to a cooperative approach in response to the problems with drugs and alcohol in which the SRO positions are an integral part;

NOW, THEREFORE, the COUNTY and the EISD agree as follows:

I.

A. The goals of this collaborative effort include, but are not limited to, the following:

1. Provide for the safety of students and staff;
2. Provide problem resolution and enforcement of laws when necessary;
3. Reduce delinquent behavior amongst youth in and around the schools;
4. Prevent and/or reduce incidents of school violence;
5. Form better communication between youth and law enforcement;
6. Establish officers as integral participants in planning efforts related to the prevention, management, and follow-up efforts related to campus crime response and emergency response;
7. Establish officers as a resource and educational tool for campus / district staff on the recognition and consequences of criminal conduct;
8. Educate youth by providing relevant and informative educational programs.

B. 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 shall maintain supervisory control and command over such employees. This Agreement shall not be construed to constitute an illegal restraint upon or delegation of the Sheriff's authority with regard to the performance of his/her duties and responsibilities under Texas law.

C. The Sheriff shall:

1. Engage in necessary law enforcement actions.
2. Provide for necessary officer supervision and training.

3. Provide, if desired, law enforcement related training to students by the officer in subjects agreed upon by TCSO and EISD personnel.
4. Provide for replacement officers 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. Routine absences may not be covered due to staffing demands within the Sheriff's Office.

D. Each SRO is responsible for and subject to the following;

1. Reports to the campus / district administrator and is subject to assignments and duties and calendar as agreed upon by the campus / district administrator and the Sheriff.
2. Notify the campus / district administration in advance, when possible, regarding absences, court appearances and training.
3. During duty hours remain on school campus and attend to school activities. Responses to local area law enforcement calls are to be limited to extreme emergencies and observation of criminal acts. Notification of campus administrators will be made upon departure and return when responding to local calls, circumstances permitting.
4. Provide the campus / district administration with a copy of activity reports weekly and monthly. This data will then be forwarded to Sheriff's Office for compilation and reporting.
5. Attend campus meetings, briefings and training as requested by the campus / district administration.
6. Assist with the coordination of security for major school events and extracurricular activities.
7. Assist school officials in drills and simulations related to crises management, emergency response and threat mediation.
8. Perform duties consistent with law enforcement including administrative reports and duties, classroom visits and presentations, traffic enforcement and direction, security monitoring and consulting, investigation of campus crimes, parking lot monitoring, etc.
9. Participate in school safe behavior programs as appropriate.
10. Maintaining confidentiality as it relates to student privacy under the Family Educational Rights and Privacy Act (FERPA).

II.

- A. EISD agrees to pay COUNTY NINE THOUSAND FOUR HUNDRED SEVENTY THREE AND 21/100 DOLLARS (\$9,473.21) per deputy per month for services rendered by the TCSO pursuant to this Agreement, calculated in accordance with the itemization of costs of providing the required services set forth in Exhibit "A" which is attached hereto and made a part hereof. Services will be provided during the months of August through May, and upon the request of the EISD, during the months of June and July. Payment for services shall be

on a monthly basis, with the full amount of \$9,473.21 per deputy to be paid for any calendar month in which any services are rendered. Payment will NOT be prorated for partial months.

- B. It is contemplated that TWO (2) full-time deputies will be assigned to provide the law enforcement services described herein and that these deputies shall be assigned to areas as agreed upon by the Sheriff's Office and the EISD.
- C. In addition, EISD will be responsible for any overtime charges associated with the provision of services under this Agreement in accordance with the rates set forth in Exhibit "A".
- D. EISD shall pay the COUNTY at the rates set forth in Exhibit "A" for the actual time spent by any substitute deputy as if they were the standard assigned deputy.
- E. COUNTY shall invoice EISD monthly for the services rendered and the EISD shall pay COUNTY for the services rendered within thirty (30) days of the date the invoice is received by EISD.
- F. The Parties acknowledge that the cost to the COUNTY of providing the services described herein may change over time. Hence, the Parties agree that the COUNTY may change the monthly compensation rates stated in this section II by giving EISD a written Notice of Rate Change delivered in accordance with section IV.B at least sixty (60) days prior to the effective date of the rate change. Such Notice of Rate Change shall include an itemization of costs as set forth in Exhibit A. If EISD does not desire to continue to receive 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 IV.B. If EISD does not terminate this Agreement, EISD will be deemed to have accepted the rate change and shall pay the rates stated in the Notice of Rate Change for any services provided by the TCSO pursuant to this Agreement on or after the effective date of the rate change.

III.

- A. Initial Term. The Initial Term of this Agreement shall commence when it has been signed by both parties and shall continue in full force and effect through July 31, 2013, unless sooner terminated by either party in accordance with this Agreement.
- B. Renewal Terms. Subject to continued funding, this Agreement shall thereafter automatically renew each August 1 for subsequent one (1) year periods.
- C. Termination. Either party may terminate this Agreement for any reason by giving the other party written notice at least thirty (30) days prior to the effective date of termination.

IV.

A. This is the entire agreement between the COUNTY and the EISD. No other agreements, statements, or promises relating to the subject matter of this agreement which are not contained herein shall be valid or binding. This agreement may not be amended, except in writing signed by both parties. NO OFFICIAL, AGENT, EMPLOYEE, OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO ALTER, AMEND, OR MODIFY THE TERMS OF THIS CONTRACT, EXCEPT IN ACCORDANCE WITH SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.

B. All notices under this Agreement shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested to the following:

COUNTY:
Sheriff Greg Hamilton (or his successor)
Travis County Sheriff's Office
509 W. 11th St.
Austin, Texas 78701

EISD
Nola H Wellman, Ph.D. (or her successor)
601 Camp Craft Road
Austin, TX 78746

C. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of the Interlocal Agreement.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

TRAVIS COUNTY, TEXAS

EANES ISD

By: _____
Samuel T. Biscoe
Travis County Judge

By: Nola Wellman
Name: Nola H. Wellman, Ph.D.

Date: _____
By: Greg Hamilton
Sheriff Greg Hamilton

Title: Superintendent of Schools
Authorized Signature



Date: 7/5/12

Date: 6/27/12

Exhibit A
2012-2013 School Year

Item	Cost	
5 yr Sr Deputy Salary	\$ 55,201.33	2011 POPS Scale
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WHEREAS, the DVISD and COUNTY, acting through the Travis County Sheriff's Office, desire to enter into an interlocal cooperation agreement pursuant to which Sheriff's deputies will be assigned to DVISD campuses as School Resource Officers ("SRO's") under the terms and conditions stated herein;

WHEREAS, the DVISD and COUNTY, have agreed to a cooperative approach in response to the problems with drugs and alcohol in which the SRO positions are an integral part;

NOW, THEREFORE, the COUNTY and the DVISD agree as follows:

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on a monthly basis, with the full amount of \$9,473.21 per deputy to be paid for any calendar month in which any services are rendered. Payment will NOT be prorated for partial months.

- B. It is contemplated that FIVE (5) full-time deputies will be assigned to provide the law enforcement services described herein and that these deputies shall be assigned to areas as agreed upon by the Sheriff's Office and the DVISD.
- C. In addition, DVISD will be responsible for any overtime charges associated with the provision of services under this Agreement in accordance with the rates set forth in Exhibit "A".
- D. DVISD shall pay the COUNTY at the rates set forth in Exhibit "A" for the actual time spent by any substitute deputy as if they were the standard assigned deputy.
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Sheriff Greg Hamilton (or his successor)
Travis County Sheriff's Office
509 W. 11th St.
Austin, Texas 78701

DVISD
Dr. Kelly Crook (or her successor)
5301 Ross Road
DEL VALLE, TX 78617

C. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of the Interlocal Agreement.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

TRAVIS COUNTY, TEXAS

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

By: _____

Sheriff Greg Hamilton

Date: 6/27/12

DEL VALLE ISD

By: _____

Name: Kelly K. Crook

Title: Superintendent
Authorized Signature

Date: 6-20-12



Exhibit A
2012-2013 School Year

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