

**SCHOOL RESOURCE OFFICER PROGRAM
INTERLOCAL AGREEMENT
BETWEEN
LAREDO INDEPENDENT SCHOOL DISTRICT
AND CITY OF LAREDO POLICE DEPARTMENT**

AGREEMENT is made by and between the LAREDO INDEPENDENT SCHOOL DISTRICT and the CITY OF LAREDO POLICE DEPARTMENT as follows:

WITNESSETH:

WHEREAS the LAREDO INDEPENDENT SCHOOL DISTRICT agrees to acquire from the CITY OF LAREDO POLICE DEPARTMENT and the CITY OF LAREDO POLICE DEPARTMENT agrees to provide for the LAREDO INDEPENDENT SCHOOL DISTRICT and to manage a School Resource Officer (SRO) Program in the LAREDO INDEPENDENT SCHOOL DISTRICT consisting of not less than eight (8) full time School Resource Officers, their vehicles, supplies and equipment and the LAREDO INDEPENDENT SCHOOL DISTRICT agrees to reimburse the CITY OF LAREDO POLICE DEPARTMENT for its expenses in providing the said SRO Program; and

WHEREAS the LAREDO INDEPENDENT SCHOOL DISTRICT and the CITY OF LAREDO POLICE DEPARTMENT desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the said SROs in the LAREDO INDEPENDENT SCHOOL DISTRICT.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1.0 **Goals and Objectives** – It is understood and agreed that the LAREDO INDEPENDENT SCHOOL DISTRICT and the CITY OF LAREDO POLICE DEPARTMENT officials share the following goals and objectives with regard to the School Resource Officer (SRO) Program in the schools:
- 1.1 To foster educational programs and activities that will increase student's knowledge of and respect for the law and the function of law enforcement agencies;
 - 1.2 To protect the health, safety and welfare of all students, employees, and citizens by acting swiftly and cooperatively with LAREDO INDEPENDENT SCHOOL DISTRICT's Chief of Police and personnel when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots;

- 1.3 To encourage SROs to provide traffic control at schools when deemed necessary for the safety and protection of students and the general public;
- 1.4 To encourage SROs to attend extra-curricular activities held at schools, when possible, such as PTA meetings, athletic events and concerts;
- 1.5 To report serious crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school; and
- 1.6 To cooperate with law enforcement officials in their investigations of criminal offenses which occur off-campus.

2.0 Employment and Assignment of School Resource Officers

- 2.1 The CITY OF LAREDO POLICE DEPARTMENT agrees to employ not less than eight (8) School Resource Officers (SROs) during the term of this Agreement. The SROs shall be employees of the CITY OF LAREDO POLICE DEPARTMENT and shall be subject to the administration, supervision and control of the CITY OF LAREDO POLICE DEPARTMENT. The SROs are not employees of the LAREDO INDEPENDENT SCHOOL DISTRICT.
- 2.2 The CITY OF LAREDO POLICE DEPARTMENT agrees to provide and to pay the SROs' salary and employment benefits in accordance with the applicable salary schedules and employment practices of the CITY OF LAREDO POLICE DEPARTMENT. The SROs shall be subject to all other personnel policies and practices of the CITY OF LAREDO POLICE DEPARTMENT.
- 2.3 The CITY OF LAREDO POLICE DEPARTMENT, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs. The CITY OF LAREDO POLICE DEPARTMENT shall hold harmless and indemnify the LAREDO INDEPENDENT SCHOOL DISTRICT, including its officers, employees and agents, from and against any and all claims, lawsuits, causes of action, grievances, costs and losses arising out of allegations of unfair or unlawful employment practices or conditions brought by any SRO.
- 2.4 In the event an SRO is absent from work, the SRO shall notify his supervisor in the CITY OF LAREDO POLICE DEPARTMENT. The CITY OF LAREDO POLICE DEPARTMENT will then notify the principal and the LISD Police Department and agrees to assign another SRO if available, to substitute for the SRO who is absent. In the event an SRO is absent due to illness or disability for a period of ten (10) consecutive workdays, the CITY OF LAREDO POLICE DEPARTMENT

agrees to assign a substitute SRO to assume and perform the duties of the SRO who is absent from work.

3.0 Duty Hours

- 3.1 Officers assigned to the SRO Program will work Monday through Friday from 8:00 a.m. – 4:00 p.m. During that time period they shall be allowed one-half hour (1/2 hr.) paid lunch. Schedules can only be modified if approved by the Laredo Police Department's Chief of Police or his designee and the LISD Police Chief. The maximum number of hours that a SRO officer shall be on duty in a regular workweek shall be 40 hours. Any hours worked that are not part of the SRO regular workweek shall be subject to the overtime policy set forth on section 3.2 of this Agreement.
- 3.2 All work performed by an SRO in excess of eight hours (8) in one day or 40 hours in any work week shall be deemed overtime, and shall be compensated on the basis of time and one half (1 ½), the officer's regular rate of salary or on the basis of compensatory time, as is now the practice. However, overtime shall not be paid as straight time until the officer accumulates 80 hours of paid time in a pay period. Paid time included authorized leave with pay. LISD will be responsible for any overtime pay or compensatory time that results from the SRO Program.
- 3.3 It is understood and agreed that time spent by SROs attending court juvenile and/or criminal cases arising from and/or out their employment as an SRO shall be considered as hours worked under this Agreement only if the hours worked fall under an SROs regular workweek. All hours worked that are not part of the SROs regular workweek will be subject to any overtime, court time or call-back pay as set forth by the Collective Bargaining Agreement between the CITY OF LAREDO and THE LAREDO POLICE DEPARTMENT (see attachment #2). The LAREDO INDEPENDENT SCHOOL DISTRICT will only be responsible for any overtime pay, court time pay or call back pay directly resulting from and related to the officer's assigned duties under the SRO Program at LAREDO INDEPENDENT SCHOOL DISTRICT. Each time an officer attends court in relation to a LISD case, a case log shall be submitted to the LISD Police Chief at the end of the week, which shall explain the nature of the case and the LISD student involved in such court case.
- 3.4 In the event of an emergency one or more SROs are ordered by the CITY OF LAREDO POLICE DEPARTMENT to leave their school duty station during normal duty hours as described above and to perform other services for the CITY OF LAREDO POLICY DEPARTMENT, the time spent shall not be considered hours worked under this Agreement unless the emergency involves and relates to the officer's assigned duties under the SRO Program at LAREDO INDEPENDENT SCHOOL DISTRICT. In

such an event, the hours shall be made up in a manner determined by mutual agreement of both parties.

4.0 **Basic Qualifications of School Resource Officers (SROs)** – To be an SRO, it is preferred that an officer meet all of the following basic qualifications:

- 4.1 Shall be a commissioned officer and should have two (2) years of law enforcement experience;
- 4.2 Shall possess a sufficient knowledge of the applicable Federal and State laws, City and County ordinances, LISD Board of Education policies, LISD Student Code of Conduct and the Texas Education Code;
- 4.3 Shall be capable of conducting in depth criminal investigations;
- 4.4 Shall possess even temperament and set a good example for students; and
- 4.5 Shall possess communication skills, which would enable the officer to function effectively within the school environment.

5.0 **Duties of School Resource Officers**

- 5.1 To protect lives and property of the school district, employees, students and citizens of Laredo and any property located within the jurisdictional boundaries of LISD.
- 5.2 To enforce and comply with federal, state, local laws and ordinances, as well as LAREDO INDEPENDENT SCHOOL DISTRICT approved policies, with the exception of personnel-related policies, and LISD Student Code of Conduct.
- 5.3 To investigate criminal activity committed on or adjacent to school property.
- 5.4 To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when the officer deems it necessary or it is requested by the Principal or the Principal's designee or by the parents of a student.
- 5.5 To answer questions that students may have about Texas criminal or juvenile laws.
- 5.6 To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned.

- 5.7 To provide security for special school events or functions, such as PTA meetings, at the request of the LISD Police Chief and in accordance with the Collective Bargaining Agreement between the CITY OF LAREDO and THE LAREDO POLICE DEPARTMENT (see attachment #2) and LAREDO POLICE DEPARTMENT policies and procedures.
- 5.8 To provide traffic control during the arrival and departure of students when deemed necessary.
- 5.9 To serve as liaison between the designated campus administration, LISD Police Department, and the CITY OF LAREDO POLICE DEPARTMENT.
- 5.10 To perform other duties requested (and approved by the Laredo Police Department) by the LAREDO INDEPENDENT SCHOOL DISTRICT Chief of Police and campus principal which advance the goals and objectives of the SRO Program.
- 5.11 All SROs shall be required to submit monthly statistics reports to the LISD Police Chief.

6.0 Chain of Command

- 6.1 As employees of the CITY OF LAREDO POLICE DEPARTMENT, SROs shall follow the chain of command as set forth in the CITY OF LAREDO POLICE DEPARTMENT Policies and Procedure Manual.
- 6.2 In the performance of their duties, SROs shall coordinate and communicate any permissible information set forth by the LAREDO POLICE DEPARTMENT with the principal or the principals' designee of the school to which they are assigned,-including strategies to prevent and minimize criminal activity on or near campuses. SROs shall coordinate and confer with the LAREDO INDEPENDENT SCHOOL DISTRICT's Chief of Police and campus principal, whenever reasonably possible.

7.0 Training/Briefing

- 7.1 All SROs may be required by the CITY OF LAREDO POLICE DEPARTMENT to attend monthly training and briefing sessions. These sessions will be held at the discretion of the CITY OF LAREDO POLICE DEPARTMENT Division Commander. Briefing Sessions will be conducted to provide for the exchange of information between the department and SRO officers. The LAREDO INDEPENDENT SCHOOL DISTRICT Police Chief or his designee may be allowed to attend the briefing sessions and to participate in the briefing of the Officers.

7.2 Training Sessions may also be conducted to provide SROs with appropriate in-service training such as up-dates in the law, in-service firearm training, and in-service stun-gun training. The LAREDO INDEPENDENT SCHOOL DISTRICT will provide training regarding Board of Education Policies, regulations and procedures during the term and times depicted on this Agreement.

8.0 **Dress Code** – SROs shall be provided by the CITY OF LAREDO POLICE DEPARTMENT and required to wear a departmental issued uniform.

9.0 **Supplies and Equipment**- THE CITY OF LAREDO POLICE DEPARTMENT agrees to provide each SRO with the following equipment.

9.1 Motor vehicles, subject to availability, the CITY OF LAREDO POLICE DEPARTMENT may provide a standard control vehicle for each SRO. In addition the CITY OF LAREDO POLICE DEPARTMENT agrees to;

9.11 Maintain the vehicles assigned to SROs;

9.12 Pay for gasoline, oil, replacement tires, and other expenses associated with the expenses associated with the operation of the said vehicles;

9.13 Purchase and maintain comprehensive general auto liability insurance on the said vehicles in an amount minimally required under State law;

9.14 Weapons and ammunition. The CITY OF LAREDO POLICE DEPARTMENT agrees to provide the standard issue pistol and rounds of ammunition for each SRO; and

9.15 Office Supplies. The CITY OF LAREDO POLICE DEPARTMENT agrees to provide each SRO with the usual and customary office supplies and forms required in the performance of their duties.

9.16 Office Space. The LAREDO INDEPENDENT SCHOOL DISTRICT will provide SROs with an office to ensure that the goals set forth in this agreement are met.

10.0 **Term of Agreement**

10.1 The term of this Agreement is one academic year commencing on August 4, 2003 and ending on May 27, 2004, unless sooner terminated as set forth herein. The Agreement shall be renewed and extended annually for additional and successive one-year-terms, unless notice of non- renewal in written is given by either party prior to the initial or any succeeding term.

- 10.2 The CITY OF LAREDO POLICE DEPARTMENT reserves the right to terminate the SRO Agreement and shall provide 30 days written notice of such intent to the LAREDO INDEPENDENT SCHOOL DISTRICT. Any outstanding amounts owed by the LAREDO INDEPENDENT SCHOOL DISTRICT shall be due on the termination date. LAREDO INDEPENDENT SCHOOL DISTRICT reserves the right to terminate the SRO Agreement and shall provide 30 days written notice of such intent to the CITY OF LAREDO POLICE DEPARTMENT. Any outstanding amounts owed by the LAREDO INDEPENDENT SCHOOL DISTRICT shall be due on the termination date.

11.0 Consideration

- 11.1 For and in consideration of the CITY OF LAREDO POLICE DEPARTMENT providing the SRO Program as described herein, the LAREDO INDEPENDENT SCHOOL DISTRICT agrees to reimburse the CITY OF LAREDO POLICE DEPARTMENT for the cost of the said Program currently estimated at \$343,096.00 subject to the approval by the LAREDO INDEPENDENT SCHOOL DISTRICT Board of Trustees in sufficient amount to fund the said Program each fiscal year.
- 11.2 The said compensation shall be paid by the LAREDO INDEPENDENT SCHOOL DISTRICT to the CITY OF LAREDO POLICE DEPARTMENT in monthly installments on or about the fifteen (15) day of each calendar month in accordance with receipt of a written detailed invoice.
- 11.3 LAREDO INDEPENDENT SCHOOL DISTRICT may conduct audits to verify the costs of the SRO Program. If the LAREDO INDEPENDENT SCHOOL DISTRICT chooses to conduct such an audit, it shall notify the CITY OF LAREDO POLICE DEPARTMENT, and such audit shall occur as soon as feasibly possible. The CITY OF LAREDO POLICE DEPARTMENT shall make available, at its offices during workday hours, all documents necessary to conduct the audit.

12.0 Evaluation

It is mutually agreed that the LAREDO INDEPENDENT SCHOOL DISTRICT may annually evaluate the SRO Program and the performance of each SRO. It is further understood that the LAREDO INDEPENDENT SCHOOL DISTRICT'S evaluation of each officer is on an advisory capacity only and that the CITY OF LAREDO POLICE DEPARTMENT retains the final authority to evaluate the performance of the SROs. The LAREDO INDEPENDENT SCHOOL DISTRICT Chief of Police and the Liaison Officer from the CITY OF LAREDO POLICE DEPARTMENT shall meet monthly to discuss the status of the SRO Program and

its officers, as well as the COPS Program at LAREDO INDEPENDENT SCHOOL DISTRICT.

13.0 Exchange of Information

It is mutually agreed that LISD and the SROs will work together to curtail criminal activity on LISD property. As such, all SROs shall share any information with the LISD Police Chief and Principals in relation to an arrest or an investigation involving LISD personnel or students, except if such sharing of information impedes or obstructs the investigation of a crime. If a SRO withholds information or refuses to share information with the LISD Police Chief or Principal after an oral or written request has been made and there is no justifiable reason for the withholding of the information, then the LISD Police Chief shall request that the Laredo Police Department remove the SRO from LISD. To the extent allowed by the Family Educational Rights and Privacy Act and the Texas Education Code, LISD shall share information relevant to the prosecution or investigation of a crime with the SROs.

14.0 Indemnification

The CITY OF LAREDO POLICE DEPARTMENT shall hold harmless and indemnify the LAREDO INDEPENDENT SCHOOL DISTRICT, including its officers employees and agents, from and against any and all claims, lawsuits, causes of action, complaints, damages, costs, including dispute resolution costs, court costs and attorneys' fees, and losses resulting from or related to any action or omission of an SRO officers employed under the Agreement. This provision shall survive expiration or termination of this Agreement.

The LAREDO INDEPENDENT SCHOOL DISTRICT shall hold harmless and indemnify the CITY OF LAREDO POLICE DEPARTMENT, including its officers employees and agents, from and against any and all claims, lawsuits, causes of action, complaints, damages, costs, including dispute resolution costs, court costs and attorneys' fees, and losses resulting from or related to any action or omission of an LISD employee working in conjunction with SRO officers employed under the Agreement. This provision shall survive expiration or termination of this Agreement.

15.0 Enforcement

15.1 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other

provision of the Agreement, and this Agreement shall be constructed as the invalid, illegal, or unenforceable provision had ever been included in the Agreement.

- 15.2 Force Majeure. Neither the CITY OF LAREDO POLICE DEPARTMENT nor LAREDO INDEPENDENT SCHOOL DISTRICT shall be required to perform any term, condition, or covenant in this Agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of god, strikes, lockouts, material, or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of the CITY OF LAREDO POLICE DEPARTMENT or the LAREDO INDEPENDENT SCHOOL DISTRICT is unable, wholly, or in part, to prevent or overcome. If by reason of force majeure either party is prevented from full performance of its obligations under this Agreement, written notice shall be provided to the other party within three (3) days as follows:


BY CERTIFIED MAIL OR HAND DELIVERY

City of Laredo
Gustavo Guevara, City Secretary
P.O. Box 579
Laredo, TX 78042-0579

Laredo Independent School District
R. Jerry Barber, EdD Superintendent
1702 Houston St.
Laredo, TX 78040


- 15.3 Agreement. This Agreement represents the complete School Resource Officer Program Agreement between the CITY OF LAREDO POLICE DEPARTMENT and the LAREDO INDEPENDENT SCHOOL DISTRICT.
- 15.4 Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is writing, and duly executed by the parties to this Agreement.
- 15.5 Texas Law to Apply. This Agreement shall be construed under, and in accordance with, the laws of the State of Texas as amended from time to time, and all obligations of the parties created by this Agreement are performable in Webb County, Texas.

EXECUTED this the 15th day of July, 2003.


Larry Devalina
City Manager
City of Laredo

R. Jerry Barber, EdD.,
Superintendent
Laredo Independent School

ATTEST:



Gustavo Guevera
City Secretary



District

Elsa Arce
Student Services Director

APPROVED AS TO FORM:


Jaime Flores, City Attorney

John Kazen, LISD Attorney