

**SCHOOL RESOURCE UNIT INTERLOCAL AGREEMENT
BETWEEN
CITY OF BRYAN
AND
BRYAN INDEPENDENT SCHOOL DISTRICT**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is hereby made and entered into by and between the CITY OF BRYAN, a home-rule municipal corporation organized under the laws of the State of Texas (hereinafter “City”), and the BRYAN INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas, (hereinafter “District”), each acting by and through its duly authorized representatives. City and District may be collectively referred to herein as “Parties” or individually as a “Party.”

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

WHEREAS, the City has established a School Resource Unit (hereinafter “SRU”), with law enforcement officers from the Bryan Police Department (hereinafter “Police Department”) and

WHEREAS, the Parties recognize the outstanding benefits of the SRU to the citizens of the City and to the faculty, students, and parents of the District; and

WHEREAS, it is in the best interest of the Parties and the citizens of the City and the faculty, students, and parents of the District to continue the SRU;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I. DEFINITIONS.

The following terms shall have the following meanings when used in this Agreement:

§1.1 “**Chief of Police**” shall mean the Chief of Police of the City of Bryan or his/her designee.

§1.2 “**School Superintendent**” shall mean the School Superintendent of the District or his/her designee.

§1.3 “**School Resource Unit**” shall mean a group of ten officers and one sergeant assigned to an organizational component within the Police Department who work largely on District school campuses.

§1.4 “**Law Enforcement Officer**” shall mean any City of Bryan Peace Officer who has been commissioned under the laws of this state.

ARTICLE II. PURPOSE OF THE AGREEMENT.

§2.1 The purpose of this agreement is for the Police Department to assign uniformed police officers and marked patrol cars to the schools outlined on Attachment A, for the School Resource Unit per the terms of this agreement.

§2.2 The School Resource Officer, hereinafter referred to as “SRO”, will work with the school administrator(s) to maintain a peaceful campus environment and take appropriate action regarding illegal activity occurring on-campus or at school related functions.

ARTICLE III. TERMS OF THE AGREEMENT.

§3.1 This Agreement shall be effective on the 1st day of August 2024, and shall be in effect for a period of one year.

§3.2 The Police Department shall provide SROs to provide service to the designated campuses on each day that school is in regular session. The District will provide the Police Department with a school calendar for the upcoming school year on or before June 1st of each year.

(a) As needed, one or more SROs will be available a week prior to the first day of school (8/13/24) for BISD staff training.

(b) A minimum of two (2) SROs will be available for work on summer school campuses.

§3.3 During days that schools are not in session, an SRO is subject to other assignments as determined by the Police Department.

§3.4 This agreement shall be revised and renewed annually.

ARTICLE IV. OBLIGATIONS OF PARTIES.

§4.1 The City, including members of the SRU, shall have the status of an independent contractor for the purposes of this Agreement. A member of the SRU assigned to the District is an employee of the City and shall not be considered an employee of the District. As such, the SRU shall be subject to Police Department control, supervision, policies, procedures and General Orders.

§4.2 All police reports, citations, and other written documents generated by the SRU are the property of the City and will be maintained by the Police Department.

§4.3 Compensation and fringe benefits shall be paid directly by the City and shall be in accordance with the Police Department’s policies as established for its employees. The City shall maintain appropriate Worker’s Compensation and Unemployment Insurance coverage for each member of the SRU in accordance with coverage maintained for all other police officers employed by the City.

§4.4 The Police Department will provide members of the SRU with uniforms and equipment in accordance with Police Department policy.

§4.5 If two-way radios are utilized for intra-campus communication, the District will provide the SRO with a portable two-way radio to enable the SRO to communicate directly with campus administrators.

§4.6 The Police Department will provide members of the SRU with all training necessary for the acquisition and maintenance of state licensing and certification requirements for police officers.

(a) This training and certification takes place throughout the year and may necessitate the temporary absence of the SRO from his/her assigned campus.

(b) The District will provide members of the SRU with necessary training specific to the function of the SRU, including but not limited to the Basic School Resource Officer course approved by the Texas Commission on Law Enforcement and guidelines regarding the Family Educational Rights and Privacy Act (FERPA). The district will be responsible for any and all expenses arising from such training, including travel, lodging and meals in accordance with district policy up to \$10,000.00. The Police Department will provide a vehicle for training travel. The Police Department will control oversight of all other SRU training needs within predetermined budgetary constraints of the Police Department and the District. The District will consult with the Police Department to determine training needs prior to registering or committing to training.

§4.7 When an SRO is temporarily absent from his/her assigned campus for training or other reasons on a day that the school is in session, the Police Department will make reasonable efforts to provide a police presence for that campus by assigning other SROs or police officers to spend a portion of the school day on the affected campus. When a police officer is needed on campus at times when the SRO or other officer is not on campus, school personnel should call police dispatch at 361-3888 (non-emergency) or dial 9-1-1 in case of emergency.

§4.8 The District will provide the SRO with access to an office that affords security and privacy and such equipment as is necessary at the assigned school. This equipment should include, but is not limited to, a telephone, copier, weapon safe for long guns, filing space capable of being secured and access to a computer and/or secretarial assistance.

ARTICLE V. SRU PERSONNEL SELECTION, TRANSFER AND REMOVAL.

§5.1 The SRU Selection Panel will be comprised of Police Department representatives as determined by the Chief of Police and a District representative as determined by the District superintendent. The Chief of Police will make the final decision on all appointments and assignments related to the SRU.

§5.2 An SRO may request to transfer to another school. The transfer may be approved provided:

(a) The principals of each affected school agree with the transfer;

(b) The SRU sergeant, Patrol Division Commander and Patrol Services Bureau Commander agree with the transfer; and

(c) The transfer is approved by the Chief of Police.

§5.3 If the District is dissatisfied with the performance of an SRO, the District will notify the SRU sergeant who will attempt to resolve the issue to the satisfaction of both the District and the Police Department. If the SRU sergeant cannot resolve the issue, he/she will refer the issue with a recommended course of action to the Patrol Division Commander.

§5.4 The Police Department may take appropriate corrective or disciplinary action regarding any allegation of misconduct on the part of an SRO in accordance with Police Department policy and civil service guidelines.

§5.5 The Police Department is responsible for providing annual performance evaluations to each member of the SRU, and input from appropriate school personnel will be solicited.

§5.6 The Chief of Police may dismiss or reassign an SRU member based on Departmental guidelines and/or General Orders and when it is in the best interest of the City and/or District.

ARTICLE VI. SCHOOL RESOURCE OFFICER RESPONSIBILITIES.

§6.1 The SRO will work in concert with the school principal(s), or the school designate, meeting with the principal(s) on a periodic basis.

§6.2 The SRO will check in and out with designated school staff upon arriving or departing from campus unless circumstances prevent the SRO from doing so.

§6.3 The SRO may provide informational programs for District staff on issues related to alcohol and other drugs and the law, violence, gangs, safety and security, including Armed Intruder training.

§6.4 The SRU will provide assistance at lockdown and/or evacuation drills conducted by the District.

§6.5 The SRO will act as a communication liaison with law enforcement agencies, and provide basic information concerning students on the campus served by the officer.

§6.6 The SRO will gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a substantial or material disruptive influence to the school and/or students.

§6.7 The SRO will take appropriate law enforcement action, consistent with a police officer's duty. As soon as practicable, the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the

SRO may do so under the authority of law. Whenever practicable, the SRO will advise the principal before requesting additional police assistance on campus.

§6.8 The SRO shall not act as a school disciplinarian or perform school administrative duties. However, if the principal believes an incident involves a violation of the law, the principal may contact the SRO and the SRO will then determine whether law enforcement action is appropriate.

§6.9 The SRO may perform other duties as may be mutually agreed upon in writing by the Police Department and the District.

§6.10 Provided further that nothing required herein is intended to or will constitute a relationship or duty for the assigned police officer or the City beyond the general duties that exist for law enforcement officers within the state.

ARTICLE VII. DISTRICT STAFF RESPONSIBILITIES.

§7.1 Staff will notify an SRO or other police department member without delay when a potential serious crime or incident on campus is reported to District personnel. Serious crimes or incidents include, but are not limited to, death or serious injury of any person on campus, kidnapping, sexual assault and other sex crimes, terroristic threat, or firearm on campus. The Police Department will ensure the District is afforded the opportunity to conduct any administrative investigation parallel with the criminal investigation, including being present in interviews conducted. In case of conflict, however, the criminal investigation will be given precedence over the administrative.

§7.2 When notified by the Police Department, the Brazos County County Attorney's Office or the Brazos County DA's Office of items of evidentiary value under the control of the District, District staff will ensure those items are not altered, damaged, or destroyed prior to being legally appropriated by the Police Department.

ARTICLE VIII. COST SHARING.

§8.1 The District agrees to reimburse the City for seventy-five percent of the annual salaries and fringe benefits for the officers and sergeant involved in the SRU, as well as one half the operation costs of SRU vehicles and one-half of the replacement cost of one fully equipped police vehicle as reflected in Attachment B. The District and the City agree the salary reimbursement rate will remain at seventy-five percent for the 2024/2025 school year. A reevaluation of the salary reimbursement rate and allotted staffing of the SRU will occur in the 2025/2026 school year agreement in anticipation of additional school campuses to be monitored.

§8.2 For annual budgeting purposes, the cost of the SRU will be projected by the Police Department and agreed upon in time for the District and City to incorporate the projection into the annual budget planning process of both entities.

§8.3 The City and District will share the cost of training for the SROs as stipulated in Section 4.6 above.

§8.4 In the event an SRU member works overtime as described in Sections 9.3 and 9.4 below, these hours will be tracked by the SRU Sergeant and the full cost of this approved overtime, including fringe benefits and city expenses, will be paid by the District. A breakdown of overtime costs specific to each SRO at the time of this agreement is included in Attachment C below. In the event those costs change during the school year through raises or other personnel changes, the Police Department will make written notification to the BISD Assistant Superintendent of Business Services.

§8.5 The City will invoice the District quarterly in equal installments of \$256,587.00 each, plus any overtime expenses incurred in accordance with Section 8.4 above. Invoices will be sent on or about October 31, 2024; January 31, 2025; April 30, 2025; and July 31, 2025. The District shall pay within 30 days of invoice date.

§8.6 In the case of long-term absences by an SRO, the Police Department will provide a temporary replacement for the SRO. Absences without replacement coverage for a period of ten or more days will result in proportional financial credit being given to the District on the next quarterly invoice. The amount of credit will be determined by ratio of days missed to school session days in the quarter multiplied by the absent officer's salary and fringe benefit total for the quarter as determined from Attachment C.

§8.7 Other than scheduled spring break, summer break, and Christmas break, in the event school is not in session either campus-wide or district-wide for an extended period, affected officers will be given other police assignments as designated by the Department, and credit will be given the District as listed in Section 8.6 above. In the event of a district-wide hiatus for an entire quarter, the District will not be invoiced and will not be responsible for its portion of SRU costs for that quarter.

§8.8 In the event the City does not receive payment within thirty days of the due date, the City is authorized to terminate this agreement without further notice. Further, failure by the City to make demand for payment due is not a waiver of the District's obligation to make timely payment. Further, if the District defaults in the payment of any obligation hereunder, the District is liable for expenses incurred by the City as a result of such default, including but not limited to costs and interest at the rate of one percent (1%) for each month on all past due amounts. The amount of expenses incurred and interest accrued, if any, is deemed to be in addition to any monies due for law enforcement services rendered hereunder.

ARTICLE IX. TIME AND PLACE OF PERFORMANCE.

§9.1 The Police Department will ensure that the SROs report to the campus of their assigned school each day that school is in session during the regular school year. Each SRO will work an 80 hour, two week pay period as determined by the SRU sergeant with input from the school principal or his designate. The SRO's activities will be dedicated to the assigned school campus except for:

- (a) Follow-up home visits when needed as a result of school related student problems.

- (b) School related off-campus activities when the principal requests officer participation and it is approved by the Police Department.
- (c) Response to off-campus, but school-related criminal activity.
- (d) Response to emergency law enforcement activities or court appearances.
- (e) Transport of persons arrested on campus to a detention or holding facility.
- (f) Other official business approved by the SRU sergeant.
- (g) Rover SROs will not be assigned to a particular campus, but will respond as they are needed at the direction of the SRU sergeant.

§9.2 Regular working hours may be adjusted on a situational basis with the consent of the SRU sergeant. These adjustments shall be approved prior to implementation and are intended to cover potential problem areas or scheduled school related activity requiring the presence of a law enforcement officer.

§9.3 Upon written request from the principal (or his/her designate), the SRU Sgt may assign an SRO to work overtime, not to exceed five hours per pay period, for a specific purpose or to address a specific issue on campus. The Police Department will not make overtime assignments under this section outside of a District request.

§9.4 In order to accommodate the need for SRO campus presence during the entirety of a fully scheduled school day in lieu of additional staffing, SROs may work a 9 hour shift requiring an hour of overtime each day. This overtime shall be considered separate from any request originating from District personnel provided in 9.3.

ARTICLE X. TERMINATION AND DEFAULT.

§10.1 Prior to the expiration of the Term, either Party is authorized to terminate this Agreement without cause by giving the other party at least thirty (30) days advance written notice of its intention to do so, specifying therein the effective date of such termination.

§10.2 Except as outlined in Section 8.8 above, if either party breaches this agreement and/or its obligations hereunder, the non-breaching party shall give written notice thereof and the breaching party shall have 30 days to cure the alleged breach. In the event the breach is not cured within the 30 days, the non-breaching party may terminate this Agreement with or without notice.

§10.3 In the event this Agreement is terminated for any reason before the expiration of the term, the City shall prepare a final accounting, as of the effective date of the termination, of the District's share of the School Resource Unit and submit an appropriate invoice to the District.

ARTICLE XI. NOTICE.

§11.1 Any notice permitted or required to be given to the City, hereunder, may be given by registered or certified United States Postal Mail, postage prepaid, return receipt requested, and addressed to:

Chief of Police
Bryan Police Department
P.O. Box 1000
Bryan, Texas 77805

§11.2 Any notice permitted or required to be given to the District, hereunder, may be given by registered or certified United States Postal Mail, postage prepaid, return receipt requested, and addressed to:

Superintendent of Instructional Services
Bryan Independent School District
801 S. Ennis
Bryan, Texas 77803

§11.3 Notice shall be deemed given upon deposit of the notice in the United States Postal Mail as aforesaid.

§11.4 Either Party may designate a different address by giving at least ten (10) days written notice in the manner provided above.

ARTICLE XII. MISCELLANEOUS.

§12.1 Entire Agreement. The Terms and provisions of this agreement constitute the entire Agreement between the City and the District, and no modification of this agreement is effective unless in writing and executed by all parties.

§12.2 No Waiver. Nothing herein shall be construed as a waiver of any defense or immunity that any party is entitled to by statute or common law.

§12.3 Severability. If any provision of this agreement shall be held invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use their best efforts to replace the respective provision or provisions of the agreement with legal terms and conditions approximating the original intent of the Parties.

§12.4 No Assignment. This agreement and the rights and obligations contained herein may not be assigned by any Party without the prior written approval of the other Party to this agreement.

§12.5 Current Revenues. Each Party shall make payments for the performance of governmental functions or services under this Agreement from current revenues, lawfully available.

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF THE PARTIES have executed this Agreement to be effective as of the first day of August, 2024 (the “Effective Date”).

Bryan Independent School District

City of Bryan

Julie Harlin, Board President

Bobby Gutierrez, Mayor

Attest:

Mary Lynne Stratta, City Secretary

Approved As To Form.

Thomas Leeper, City Attorney

Approval Recommended.

Dean Swartzlander, Interim Police Chief

School Resource Unit
Interlocal Agreement

ATTACHMENT A

- Stephen F. Austin Junior High School
- Arthur L. Davila Junior High School
- Bryan High School
- Mary Catherine Harris High School/Bryan Collegiate High School/DAEP Campus
- James Earl Rudder High School

**School Resource Unit
Interlocal Agreement**

ATTACHMENT B

**BRYAN POLICE DEPARTMENT
INFORMATIONAL MEMO**

TO: GINGER CARRABINE, BISD SUPERINTENDENT

FROM: DAVID JOHNSON, ASSISTANT CHIEF OF POLICE – PATROL SERVICES BUREAU

THRU: DEAN SWARTZLANDER, INTERIM CHIEF OF POLICE

SUBJECT: SCHOOL RESOURCE UNIT

DATE: JUNE 21, 2024

For the 2024-25 school year beginning in August 2024, we are projecting the cost of the School Resource Unit to be \$1,398,574 based on ten (10) officer positions and one sergeant position allocated to the unit. This figure includes total costs of salaries, benefits, vehicle-operating costs and vehicle replacement costs. Not included is any overtime or training costs as delineated in the 2023-24 Interlocal Agreement.

We are proposing to share the cost of the School Resource Unit with the school district. The BISD share for the 2024-25 school year will be \$1,026,346.

A breakdown of the cost is reflected in the following table.

	SALARIES	BENEFITS	VEHICLE OPERATING COSTS	VEHICLE REPLACEMENT COST
ANNUAL TOTAL	\$957,292	\$350,943	\$23,405	\$66,934
B.I.S.D. SHARE	\$981,176		\$11,703	\$33,467

**School Resource Unit
Interlocal Agreement**

ATTACHMENT C

The overtime coverage (9.4) will be implemented only on days with full schedules and students present on campus. The additional hour per officer per full school day will allow for adequate coverage. The total cost below is the maximum estimated cost addressed in 9.4, as the actual overtime accrual will be impacted during periods of sick leave, vacation, and flexibility of staff development days.

The following is a list of all full calendar days with students present on campus.

School Calendar Year 2024 – 2025

<u>August 2024</u>	<u>September 2024</u>	<u>October 2024</u>	<u>November 2024</u>	<u>December 2024</u>
14	19	18	15	14
<u>January 2025</u>	<u>February 2025</u>	<u>March 2025</u>	<u>April 2025</u>	<u>May 2025</u>
18	19	16	20	15

The total number of full school days for the calendar year 2024-2025 is approximately **168 days**.

The total number of additional hours for 11 Officers is approximately **1848 hours**.
Reimbursement rates per officer (including fringe):

<u>Overtime (hourly)</u>		<u>Requested hours</u>		<u>Overtime (per Officer)</u>
Albarado	\$ 80.55	X	168	\$13,533.20
Bona	\$ 94.54	X	168	\$15,822.44
Fajardo	\$ 59.23	X	168	\$9,950.08
Foster	\$ 75.62	X	168	\$12,703.52
Hayley	\$ 69.88	X	168	\$11,740.12
Haynes	\$ 81.86	X	168	\$13,752.02
Lukach	\$ 71.68	X	168	\$12,037.95

Markantes	\$ 80.55	X	168	\$13,533.20
Popham	\$ 64.62	X	168	\$10,855.74
Pouland	\$ 64.62	X	168	\$10,855.74
Thomas	\$ 66.23	X	168	\$11,126.22
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Total			1848	\$130,769.64