

**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN WALLER COUNTY, TEXAS AND
WALLER INDEPENDENT SCHOOL DISTRICT**

THIS AGREEMENT is made and entered into by and between WALLER COUNTY, TEXAS acting by and through its governing body, the Waller County Commissioners Court, and the WALLER INDEPENDENT SCHOOL DISTRICT acting by and through its governing body, the Waller Independent School District Board of Trustees.

RECITALS:

This Agreement is made pursuant to chapter 791 of the Texas Government Code, which authorizes contracts between counties and school districts for the performance of governmental functions and services, including police protection services;

The Waller Independent School District Board of Trustees is authorized by section 37.081 of the Texas Education Code to enter into a memorandum of understanding with a local law enforcement agency to provide school resource officers; and

The District desires to obtain the services of the Waller County Sheriff to provide law enforcement services at Fields Store Elementary School, Evelyn Turlington Elementary School, Jones Elementary School, and/or Waller High School in compliance with and furtherance of House Bill 3 of the 88th Texas Legislative Session.

NOW THEREFORE, the County and the District, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

DEFINITIONS:

Area:	Collectively Fields Store Elementary School, Evelyn Turlington Elementary School, Jones Elementary School, and/or Waller High School, the real property on which each school sits, and any property that is owned, leased, rented, or otherwise under control of the District, and that is adjacent to said real properties.
Board:	The Waller Independent School District Board of Trustees, the governing body of the Waller Independent School District
Commissioners' Court:	The governing body of Waller County, Texas
County:	Waller County, Texas
District:	Waller Independent School District
School Resource Officer:	Has the meaning assigned by Occupations Code § 1701.601
Services:	The law enforcement services provided by the Waller County Sheriff to the Waller Independent School District under this Agreement.

Sheriff:

The Sheriff of Waller County, Texas

TERMS:

I.

TERM

1.1 The Services to be performed under this Agreement shall begin on August 1, 2025, and end on August 31, 2026. This Agreement may be terminated sooner in accordance with the provisions of Section IV.

II.

SERVICES

2.1 The County agrees to authorize the Sheriff to provide **six (6) commissioned peace officers** to devote seventy percent (70%) of their working time (defined below) to provide law enforcement services to the District as School Resource Officers. Each School Resource Officer shall be assigned to a school within the Area and shall remain at the assigned school daily during regular school hours, or in a location required by the performance of the Services. The Services include, but are not limited to: patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, transporting suspects, protecting District property, protecting the safety and welfare of any person within the Area, and other duties detailed in Exhibit A, attached hereto and incorporated by reference. The School Resource Officers shall perform the Services during regular school hours. The Services do not include work performed during extracurricular events, or school functions that take place outside of regular school hours.

2.2 As used herein, the phrase "working time" is defined as the usual or normal hours that the Sheriff's officers are required to work in any calendar month, and does not include any extra or overtime work. The consideration for the law enforcement services provided herein includes a share of the costs to the County for such times when officers are not available to the District. Vacation and sick leave are earned through County service, and funeral leave is a benefit available to County employees. Therefore, "working time" shall not include vacation, sick leave, funeral leave or other county benefit leave. It is not anticipated that the Sheriff will authorize substitute officers to work within the Area when the regularly assigned officers are not available. The Sheriff will give notice or cause notice to be given each time an officer assigned to perform Services under this Agreement is anticipated to be absent or is absent for any reason to allow the District to respond appropriately. Such notice may be given to the affected school according to Exhibit C to this Agreement instead of as outlined in Section 5.1.

2.3 The Sheriff shall retain absolute control and supervision of the officers performing Services under this Agreement to the same extent that he does other officers. The District understands and agrees that this Agreement is not intended, nor shall it be construed, to obligate the Sheriff to assign officers to devote any portion of their working time to the District when, in the Sheriff's sole discretion, circumstances necessitate their assignment elsewhere. This includes but is not limited to circumstances related to officer funerals and natural disasters.

2.4 The District shall provide to the officers performing Services under this Agreement copies of the District's guidelines and policies relating to student absenteeism and implement any necessary related training.

The District shall neither request nor require the officers to take actions with respect to absent students that are not authorized by law. An officer who has probable cause to believe that a child is in violation of the compulsory school attendance law may take the child into custody for the purpose of returning the child to the child's school campus to ensure the child's compliance with compulsory school attendance requirements.

2.5 Law enforcement officers shall only be responsible for law enforcement duties that are identified in campus and district documents as required by Texas Education Code § 37.081(d). The District shall not assign or require law enforcement officers to perform routine student discipline, school administrative tasks, or to have contact with students unrelated to their law enforcement duties. The law enforcement officers' duties shall only relate to law enforcement intervention. The law enforcement officers shall not be tasked with behavioral or administrative duties better addressed by other District employees.

2.6 Law enforcement officers performing Services under this Agreement shall possess a school-based law enforcement proficiency certificate or obtain one within sixty (60) days of the officers' placement in the District, or on a campus of the District.

2.7 Law enforcement officers performing Services under this Agreement shall complete an active shooter response training program approved by the Texas Commission on Law Enforcement and as set forth in Texas Education Code Section 37.0812(a) which requires such training at least once every four (4) years.

2.8 The Board explicitly authorizes law enforcement officers performing Services to carry a weapon in the Area while performing Services under this Agreement.

2.9 Pursuant to Education Code § 37.081 (a-1), the jurisdiction of the School Resource Officers performing the Services under this Agreement is determined by the Board, as shown by Exhibit B that is attached hereto and incorporated by reference.

2.10 The Services shall be limited to those contained in this Agreement.

III.

CONSIDERATION FOR SERVICES

3.1 The District agrees to pay the County monthly installments of sixty-one thousand five hundred fifty-seven dollars and fifty cents (\$61,557.50) for the purposes of paying seventy percent (70%) of the full-time salary cost for six (6) law enforcement officers (including one (1) supervisor), equipping six (6) law enforcement officers, utilizing six (6) equipped law enforcement vehicles, and utilizing one (1) law enforcement K-9 for the duration of the contract of thirteen (13) months. This payment is in exchange for the Services provided by the Sheriff, and includes compensation for equipment, salaries, benefits, vacation, sick leave, and any additional expenses the County may incur in providing the Services under this Agreement. The District agrees to make payments on the total sum in installments, which are due and payable, without demand, on the following dates in the amounts set forth next to the dates:

August 20, 2025	\$61,557.50
September 20, 2025	\$61,557.50
October 20, 2025	\$61,557.50
November 20, 2025	\$61,557.50
December 20, 2025	\$61,557.50
January 20, 2025	\$61,557.50
February 20, 2025	\$61,557.50
March 20, 2025	\$61,557.50
April 20, 2025	\$61,557.50
May 20, 2025	\$61,557.50
June 20, 2025	\$61,557.50
July 20, 2025	\$61,557.50
August 20, 2025	\$61,557.50

The monthly installments are due and payable before 5:00 p.m. to the office of the County Treasurer. Payment may be made by electronic transfer to an account designated by the County. If the County or District is closed on any of the dates identified, payment must be made on the business day.

The first payment is due on August 20, 2025, or five (5) days after the District receives a fully executed copy of this Agreement from the County, whichever is later.

3.2 In addition to the monthly payments in Section 3.1 above, the District shall reimburse the County for:

- a) any costs the County incurs related to training required by law or regulation for law enforcement officers who provide law enforcement at a school district, including but not limited to the required training under Texas Occupations Code 1701.263;
- b) any costs the County incurs related to training that the District requests for law enforcement officers who provide Services under this Agreement; and
- c) any overtime rate of the Officer if District requests that the Officer work overtime for reimbursement, pending both District and County approval of such work.

3.3 The payment for the Services is intended to compensate the County for the costs incurred as a result of the Agreement. The payment for the Services does not result in, and will not be construed as a profit to the County.

3.4 The District will notify the Sheriff and County in writing if it intends to make, or makes any payment or portion of a payment pursuant to this Agreement with any amount of grant funding, whether federal, state, or otherwise.

IV. DEFAULT AND TERMINATION

4.1 Payment for Services is due on or before the date identified in Section 3.1. Failure to pay the full amount due on or before the specified date is a default.

4.2 The District understands and agrees that if the County does not receive the monthly

payments within thirty (30) days of the date due, the County is authorized to terminate this Agreement without prior notice to the District. The County's failure to make demand for payments due is not a waiver of the District's obligation to make timely payment.

4.3 If the District defaults in the payment of any obligation hereunder, the District is liable to the County for an interest assessment of one percent (1%) on the unpaid amount. Interest shall thereafter compound monthly at one percent (1%) on unpaid amounts and interest assessments from the date of default until paid. This interest is in addition to any monies due for Services rendered hereunder. Interest on all past due amounts shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, charged, or received under law. Any interest in excess of that maximum amount shall be refunded. The District is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.4 If the District is dissatisfied in any way with the performance of the County, the Sheriff or the officers under this Agreement, the District's sole remedy is termination under Paragraph 4.4, except that if at any time the District provides notice of documented concerns with an assigned officer, the Sheriff will, to the extent available, first work with the District to assign a different officer.

4.5 Either party may terminate this Agreement prior to the expiration of the term set forth in this Agreement, with or without cause, upon thirty (30) days prior written notice to the other party in conformity with Paragraph 5.1. The County will submit an invoice to the District showing the prorated amount due for the month in which termination occurs. The District agrees to pay the final invoice within ten (10) days of receipt. This Paragraph does not limit the County's right to terminate the Agreement under Paragraph 4.1.

4.6 If this Agreement is terminated at any time other than at the end of a contract month, the monthly installment or payment for such contract month will be prorated. The District will still be responsible for paying any other amount due under the contract, including interest under Paragraph 4.2.

4.7 In the event the Sheriff cannot or will not provide six (6) officers to devote seventy percent (70%) of their working time to performing Services for the District, the Sheriff must inform both the Commissioners' Court and the District. The notice to the District must be in writing and in conformity with Paragraph 5.1. If the Sheriff does not provide Services to the District at any time after giving said notice to the District, the County shall refund any amount prepaid by the District for Services that were not provided to the District.

V. NOTICE

5.1 Any written notice required to be given under the provisions of this Agreement shall be deemed served when the notice is deposited in the mail, enclosed in a wrapper with the proper postage prepaid thereon. The written notice must be sent by certified mail, return receipt requested. Written notice must be given to the following parties at the following addresses:

To the County: **Waller County Commissioners' Court**

Waller County
Courthouse 425 FM
1488, Suite 106
Hempstead, TX 77445
Attention: County Judge

with a copy to: **Waller County Sheriff's Office**

Waller County Sheriff
100 Sheriff R. Glenn Smith Dr.
Hempstead, TX 77445

To the District: **Waller Independent School District**

2214 Waller St.
Waller, Texas
77484 Attention:
Bennie Mayes

5.2 Any party may designate a different address by giving the other parties ten (10) days written notice.

VI. MERGER

6.1 The parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the parties, whether oral or in writing, are superseded by this Agreement.

VII. MISCELLANEOUS

7.1 This Agreement shall be governed by the laws of the State of Texas, without regard to its conflicts of laws provisions, and any dispute arising hereunder shall be heard by a court of competent jurisdiction in Waller County, Texas.

7.2 This Agreement may only be modified in a writing duly authorized the governing bodies of the County and the District, and signed by all parties.

7.3 Unless otherwise consented to and approved by Commissioners' Court, modifications to the Agreement that increase funding, personnel positions, or geographical area can only be approved on a quarterly basis, and the effective date must coincide with the beginning of a pay period. Agreement modifications that decrease funding, personnel positions or geographical area may be approved at a regularly scheduled meeting of Commissioners' Court, and the effective date must coincide with the end of a pay period, unless otherwise agreed to in writing by the parties.

7.4 This Agreement shall commence on the last date of signature affixed hereto, after receiving

approval from the Waller County Commissioners' Court, the Waller Independent School District Board of Trustees, and the Sheriff.

7.5 To the extent any term or condition in the Agreement conflicts with applicable Texas law, such Agreement term or condition is void and unenforceable. If one (1) or more term or condition in the Agreement, or the application of any term or condition to any party or circumstance is held invalid, unenforceable, or illegal in any respect by a court of competent jurisdiction, the remainder of the Agreement shall remain valid and in full force and effect.

7.6 Neither party may assign, transfer, sub-contract or delegate its rights and responsibilities under this Agreement to any other party. are not assignable and may not be delegated by any party.

7.7 TO THE EXTENT PERMITTED BY APPLICABLE TEXAS LAW, EACH PARTY SHALL SAVE AND HOLD HARMLESS THE OTHER PARTY, AND/OR THEIR OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, INCLUDING ANY RELATED TO NEGLIGENCE, MISCONDUCT, WRONGFUL ACT(S), OR OMISSION(S), AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, RESULTING FROM, OR RELATED TO THE PERFORMANCE OF THE SERVICES.

7.8 Nothing in this Agreement shall be construed to alter any reporting requirements required by law or regulation of school personnel and administrators, including those specified in Texas Education Code Chapter 37. Reports must be made as required by applicable law or regulation.

7.9 Neither the County, the District, nor the Sheriff waives any immunity granted to it by law.

7.10 This Agreement is not intended to inure to the benefit of third parties.

7.11 County, Sheriff, and their agents and employees are and at all times shall be deemed to be independent contractors of District. The Sheriff is wholly responsible for the manner in which he determines which Officer is assigned to the District. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between District and County, District and Sheriff, or District and School Resource Officer, or any of County's or Sheriff's agents or employees. Neither County nor the Sheriff, or either of their agents and employees, shall be entitled to any rights or privileges of District employees and shall not be considered in any manner to be District employees. No term or provision of this Agreement or act of County, District, or Sheriff, or any of their agents or employees in the performance of this Agreement shall be construed as making any of County or Sheriff's agents or employees an employee of the District.

7.12 This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.

WALLER COUNTY

BY _____
CARBETT "TREY" J DUHON III
County Judge

Date Signed: _____

ATTEST:

DEBBIE HOLLAN
Waller County Clerk

APPROVED:

TROY GUIDRY
Waller County Sheriff

ATTEST:

By: _____

Name: Jeff Flukinger
Board Secretary

WALLER INDEPENDENT SCHOOL DISTRICT

(District)

By: William Warren

Name: William Warren
President, Board of Trustees

Date Signed: June 5, 2015

APPROVED AS TO FORM:

By: Ellen Spaley
Attorney for School

APPROVED:

BY: Bennie Mayes
Superintendent of Schools

Date Signed: June 5, 2015