

State of Texas

§

§

County of Galveston

§

Interlocal Governmental Agreement for School Resource Officer Program

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2025, by and between **GALVESTON COUNTY**, a political subdivision of the State of Texas (the "County"), and **ODYSSEY ACADEMY** an open-enrollment public charter school, ("Odyssey"). The County and the Odyssey may be collectively referred to as the "Parties" or individually as a "Party."

WHEREAS, the Parties are authorized to enter into this Agreement according to Chapter 791 of the Texas Government Code (the "Interlocal Cooperation Act"); and

WHEREAS, Odyssey desires to enhance the safety and security of its campuses and school-related activities; and

WHEREAS, the County is willing to provide law enforcement services through its Deputy Sheriffs to assist Odyssey in fulfilling its safety and security objectives.

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

1. Scope of Services

- 1.1. The County shall provide routine law enforcement activities to be performed primarily on the campuses and periphery of Odyssey's campuses, including up to 300 feet beyond the real property lines, by Galveston County Deputy Sheriffs (hereinafter referred to as "Officers").
- 1.2. The County and Odyssey shall agree on a total of assigned officers to perform the services described herein, designated in Exhibit B. Each Officer shall work up to a total of 2236 hours per year, inclusive of permissible leave.
- 1.3. During the hours assigned to perform law enforcement services for Odyssey under this Agreement, all Officers shall perform their duties solely for the benefit of Odyssey and shall not engage in work for any other entity or person.
- 1.4. Should the Sheriff or his designee temporarily redeploy an Officer from Odyssey, Odyssey shall not be obligated to pay for any time during which an Officer is redeployed.

2. Command and Direction

- 2.1. Officers shall work under the direct command of the Supervising Resource Officer and the general direction of Odyssey officials, with all directives communicated through the Supervising Resource Officer unless impractical.
- 2.2. The Odyssey officials authorized to provide general direction and assignment include the Superintendent and the Principal of each school.

3. Overtime Work

- 3.1 Officers shall not be requested or required to work overtime at Odyssey's expense, except under the following limited circumstances:
 - a) With prior consultation and approval of the Supervising Resource Officer or the Officer's designated Supervisor for law enforcement activities initiated during the Officer's scheduled workday.
 - b) To make a court-ordered appearance related to Odyssey business outside of regularly scheduled duty hours.
 - c) To complete investigations promptly that would otherwise be prejudiced by delay.
- 3.2 If unforeseen overtime is required, the Supervising Resource Officer and the Superintendent or designee shall be notified as soon as practicable, and the hours worked shall be minimized.
- 3.3 If the performance of such overtime work results in compensable overtime under the Fair Labor Standards Act (FLSA), Odyssey shall be responsible for the appropriate overtime rates for compensable hours worked.

4. Specific Duties of Officers The Officers' specific duties shall include, but are not limited to:

- a) Conducting investigations of criminal violations, excluding major criminal violations such as murder or sexual assault occurring on Odyssey property or at Odyssey-sponsored activities, except at Extracurricular Activities, on or off Odyssey property.
- b) Patrolling the periphery of Odyssey campuses to control narcotic/alcohol sale and use, gang-related activities, and other crimes, including those prohibited by Texas Education Code § 37.006(a), § 37.007, and §37.110.
- c) Attending Odyssey-sponsored or school-related activities during school hours.

- d) Working with faculty, administration, students, and parents to develop skills to detect the presence and dangers of narcotics and/or alcohol.
- e) Providing security on Odyssey campuses for theft prevention, trespassing, and intrusion.
- f) Reporting open and unlawfully entered Odyssey buildings to the prescribed personnel.
- g) Acting as a liaison with public safety authorities on school security matters.
- h) Consult with Odyssey Administration on methods to increase security.
- i) Complying with the Odyssey's policies and procedures, including those relating to the prohibition against the use of alcohol or drugs and required drug and alcohol testing outlined in Odyssey Board policies and administrative regulations, to the extent that there are no conflicts with policies of the Sheriff's Office or the County.
- j) Upholding the laws of the State of Texas and performing duties required of peace officers under Texas law.
- k) Preserving the peace within the Officer's jurisdiction by all lawful means.
- l) Performing such other law enforcement duties as may be agreed upon by the Sheriff and Odyssey.
- m) Texas Education Code 37.081(d-2): A school district may not assign or require as duties of a school district peace officer, a school resource officer, or security personnel:
 - (1) routine student discipline or school administrative tasks; or
 - (2) contact with students unrelated to the law enforcement duties of the peace officer, resource officer, or security personnel.

4.2. School-related activities are defined as activities that are in any way sponsored or officially sanctioned by Odyssey, except Extracurricular Assignments as defined below.

4.3. Nonperformance of Specific Duties is excused to the extent that Specific Duties cannot be performed safely, efficiently, and effectively.

5. Extracurricular Assignments

5.1 For purposes of this Agreement, the term "Extracurricular Assignments" means law enforcement services provided by law enforcement personnel at Odyssey events that

occur outside of their regularly scheduled duty day. Extracurricular Assignments are expressly excluded from the purview of this Agreement.

- 5.2 **Establishment of Program:** Odyssey shall establish and operate its program for the appointment of law enforcement personnel from various law enforcement jurisdictions to Extracurricular Assignments, as further described in Exhibit "A", separate and apart from this Agreement and independent of their employment with the County.
- 5.3 **Voluntary Participation:** To the extent that any Officer performing services under this Agreement voluntarily participates in the Odyssey Extracurricular Assignment Program, such Extracurricular Assignment shall be compensated under the terms of that Program and shall not be considered service under the terms of this Agreement for any purpose.
- 5.4 **No Requirement to Participate:** No Officer shall be expected to or requested, required, or instructed by any Odyssey Official, the Supervising Resource Officer, or any other County employee to participate in the Extracurricular Assignment Program.
- 5.5 **Fair Labor Standards Act Compliance:** The County and Odyssey believe that the Extracurricular Assignments Program is subject to the "Special detail work" exception to overtime requirements under the Fair Labor Standards Act pursuant to 29 USC § 207(p). However, if the performance of Extracurricular Assignment work results in any Officer(s) working overtime hours legally compensable by the County, and the Officer is classified as non-exempt under the Fair Labor Standards Act, then Odyssey shall be responsible for the appropriate overtime rates for the compensable overtime hours worked in that work period.

6. Assignment of Officers

- 6.1 **Assignment Process:** The Sheriff's Office shall institute a process by which law enforcement officers may be
 - a) considered for immediate assignment to Odyssey or
 - b) placed on a list of potential law enforcement officers who would be eligible for assignment to Odyssey so that vacancies might be filled promptly.
- 6.2 **Objection to Appointment:** Odyssey may object to the proposed appointment of any Officer to one of its campuses. In the event an Officer presented for appointment is not agreeable with Odyssey, then the Superintendent or designee shall notify the Sheriff in writing of the specific reason(s) for the objection. The Superintendent or designee and the Sheriff will meet and discuss the reason(s) for the objection in an attempt to reach a consensus on the matter. However, the final determination of appointment shall lie with the Sheriff.

6.3 **Eligibility List:** Assignment to the eligibility list shall not guarantee that a law enforcement officer whose name has been placed on the list will be assigned to an Odyssey position. Generally, law enforcement officers whose names are on the list will be appointed to serve in Odyssey assignments unless the Sheriff assigns the listed officers otherwise for reasons including, but not limited to:

- a) the law enforcement officer is involved in some intervening event that, in the opinion of the Sheriff, would cause him/her to be ineligible or inappropriate for such an assignment;
- b) in the opinion of the Sheriff, another law enforcement officer is determined to be more suitable for assignment;
- c) in the opinion of the Sheriff, the law enforcement officer is better suited to serve in another capacity in the Sheriff's Office; or
- d) the number of officers on the eligibility list exceeds the number of available positions with Odyssey, according to this Agreement.

7. Removal of Officers

7.1 Odyssey may request the removal of any Officer assigned to one of its campuses through the following means:

- a) **Performance or Employment Related Concerns:** If an assigned Officer is no longer agreeable to Odyssey due to performance or other employment-related concerns, the Superintendent or designee shall notify the Sheriff in writing of the specific reason(s) for the concerns. If the Sheriff agrees there are performance or other employment-related issues, he will counsel with the Officer and attempt to address those issues within seven days. If the Officer's performance or other employment-related concerns are not corrected to the satisfaction of Odyssey, the Superintendent or designee will again express the reasons for his/her concern. The Superintendent or designee and the Sheriff will meet and discuss and attempt to reach a consensus on the matter.
- b) **Allegations of Serious Misconduct:** In the event an allegation of serious misconduct has been made against an Officer, the Superintendent or designee shall notify the Sheriff in writing, and upon request by the Superintendent or designee, the Officer shall be temporarily removed or reassigned under this Agreement pending the Sheriff's Office internal investigation into the allegation.

7.2 Within seventy-two (72) hours after any removal, the County shall provide Odyssey with a replacement Officer. If the replacement Officer is not agreeable to Odyssey, the

Superintendent shall notify the Sheriff in writing, specifying the reasons for disapproval. The Parties shall meet to discuss the reasons in an attempt to reach a consensus.

7.3 If the Sheriff concludes after the internal investigation that the allegations of misconduct are untrue, he shall present his findings to the Superintendent or designee, who shall consider whether the Officer may return to Odyssey. If the Superintendent or designee determines that the Officer shall not return, he/she shall notify the Sheriff in writing, stating the reasons for this determination. The Parties shall meet to discuss the reasons in an attempt to reach consensus, but the ultimate decision regarding the Officer's reassignment shall remain with the Sheriff.

7.4 The Sheriff shall notify the Superintendent or designee in writing if any Officer assigned to Odyssey is placed under investigation by the Sheriff's Office or any other law enforcement agency.

8. Substitution of Officers

8.1 In the event a regularly assigned officer is expected to take permissible leave or extended leave, Odyssey will be responsible for providing a substitute officer during this period. The Sheriff or his designee will notify the Superintendent or designee of the leave and its anticipated duration.

9. Employment Status

9.1 Officers assigned under this Agreement shall remain employees of the County and shall be entitled to benefits afforded regular County employees. Such entitlement shall not affect the payment consideration by Odyssey under this Agreement.

9.2 No Officer shall maintain an employment relationship with Odyssey while assigned by the County under this Agreement.

10. Personnel and Time Records

10.1 Personnel records for all Officers assigned under this Agreement shall be maintained by the County through the Sheriff's Office.

10.2 Official time records for all Officers assigned under this Agreement shall be maintained by the County using standard payroll processing methods. These records shall serve as the basis for invoices for services rendered under this Agreement.

10.3 Officers shall be paid a bi-weekly salary based on a standard 14-day work period of 86 hours, as defined by the Fair Labor Standards Act. Appropriate deductions for paid and unpaid leave, as well as additions for overtime or other adjustments, shall be made. The

County shall provide copies of payroll records showing all exceptions, in either paper or electronic format, along with each invoice sent to Odyssey for payment.

- 10.4 Odyssey may utilize a system to record the hours Officers are present and working at Odyssey campuses. This system shall not be considered an official payroll record nor used for billing purposes, but may be used for attendance tracking and validation of invoices.

11. County Resources

- 11.1 Officers assigned under this Agreement shall have reasonable access to the following divisions of the Sheriff's Office to support their policing functions:

- a) Identification and Criminal Record-Keeping;
- b) Criminal Investigations;
- c) Training; and
- d) Communications Division.

- 11.2 The Sheriff may, at his discretion, temporarily make other Sheriff's Office resources available to support the Officers' policing functions upon specific request and consultation with the Supervising Liaison Officer.

- 11.3 Uniforms, cellular phones, and radio equipment shall be provided to Officers by the Sheriff's Office, and the costs incurred for these items shall be paid by Odyssey in accordance with Exhibit B.

12. Odyssey Resources

- 12.1 Access to the District's technology system through desktop computers, laptop computers, or tablet computers.

- 12.2 Reasonable office supplies and workspace necessary for the Officers to perform their duties.

- 12.3 Access to the District's electronic mail system, including the issuance of an electronic mail address to each Officer.

- 12.4 The use of District-owned technology and resources is subject to the following conditions:

- a) All Officers shall comply with the District's policies and procedures regarding the use of District technology and electronic communication, including but not limited to Board Policy DH(LOCAL), CQ(LOCAL), and CQ(Regulation).

- b) Officers are strictly prohibited from communicating with students via text messaging or any form of social media unless such communication is conducted in the course of bona fide law enforcement activity or school safety

13. Consideration

- 13.1 Odyssey shall compensate the County for the services rendered under this Agreement as mutually agreed upon in writing by the Parties.
- 13.2 The County's fiscal year is October 1 to September 30, and the County adopts a yearly budget effective October 1 of each year. Odyssey shall agree upon the adopted compensation rates for each year, and the Sheriff shall send notice to Odyssey of the adopted compensation to be paid no later than November 1st of each year.
- 13.3 The County shall submit invoices to Odyssey for services provided, and Odyssey shall pay such invoices within thirty (30) days of receipt. Following the end of each calendar month, but not earlier than the completion of any pay period in progress at the end of each calendar month, the County shall prepare an invoice for services rendered under this Agreement for the previous month. The invoice shall include copies of time records for each Officer according to the Personnel & Time Records section of this Agreement. Said invoice and time records shall be forwarded by the County through its Auditor's Office to Odyssey for payment.
- 13.4 Odyssey shall pay each monthly invoice per Texas Government Code Chapter 2251. In the event a dispute arises between the County and Odyssey concerning a portion of any invoice, Odyssey agrees that only payment of the disputed amount may be retained by Odyssey, and such retention may be withheld only until the disputed matter is resolved. Payment of the resolved disputed balance will also be paid per Texas Government Code Chapter 2251. The parties agree to put forth their best efforts toward successfully resolving any disputed amount in a timely and expeditious manner.
- 13.5 Odyssey acknowledges that time is of the essence regarding each payment. If the County does not receive Odyssey's payment in a timely manner, this Agreement may, at the option of the County, be immediately terminated. Odyssey will not be relieved of any payment to County that is due and unpaid as of the date of termination.
- 13.6 Odyssey agrees to pay the County for actual hours worked by Officers, as well as for Permissible Leave hours during the term of this Agreement, according to the rates and fees outlined in Exhibit B.
- 13.7 Permissible Leave shall not exceed five (5) consecutive sick leave or workers' compensation leave days per occurrence and a total of 24 days or 192 hours per contract

year, per Officer. Paid holidays shall be considered Permissible Leave but shall not count towards the limitations set forth herein.

- 13.8 Odyssey shall pay for the actual hours worked by replacement Officers for any Permissible Leave taken by an Officer in addition to the Permissible Leave hours of the absent Officer.
- 13.9 In the event an Officer works overtime hours, the County shall be reimbursed for the appropriate overtime rate, calculated as an additional one-half of the Officer's total hourly rate, including benefits costs, and certificate pay, as shown in Exhibit B.
- 13.10 Odyssey shall not require any Officer to take Compensatory time in lieu of overtime unless such Compensatory time does not count toward the limitations on Permissible Leave. Compensatory time accruals shall be limited to 160 hours per Officer, and payouts of accrued compensatory time upon separation shall be billable to Odyssey.

14. Leave/In-Service Training

- 14.1 The Officers shall require annual in-service training, which will be provided by the County with costs paid by Odyssey per Exhibit B. Odyssey may require additional in-service training as appropriate, and Odyssey will be responsible for the cost of any such additional training. Hours expended by Officers in attending such training shall be considered hours worked under this Agreement.
- 14.2 Training and annual leave will be permitted between the day following the last day of the Spring term until the day preceding the beginning of the new Fall term in that same year, subject to the limitation on Permissible Leave as outlined in Section 12 Consideration above.

15. Vehicles

- 15.1 Odyssey shall provide all required vehicles for each Officer's use during the time they are performing services for Odyssey. Odyssey shall make such vehicles available to the Officers to the extent Odyssey deems necessary and appropriate for the performance of duties under this Agreement.
- 15.2 All Officers will be permitted to take a vehicle if within a 20-mile radius from district boundaries. Odyssey will provide all required fuel and maintenance for the vehicles, as well as all emergency equipment required for all marked vehicles.
- 15.3 Odyssey agrees to carry third-party liability insurance on all vehicles driven by Officers. The County will be named as an additional insured. The policies must be in an amount

not less than the maximum amount of liability to which the County may be exposed by virtue of Chapter 101, Texas Civil Practice and Remedies Code, et seq.

- 15.4 Any damage to the vehicle caused by the County while being operated that does not involve law enforcement services to Odyssey under this Agreement and is repaired by Odyssey will be reimbursed as a credit to Odyssey. Odyssey will need to submit a copy of the repair invoice to receive the credit, which will be issued as a credit to the school liaison invoice for Odyssey.

16. Supervising Resource Officer

- 16.1 One of the Officers furnished by the County shall be appointed to serve as the Supervising Resource Officer between Odyssey and the Sheriff's Office. Such Officer shall be subject to removal in the same manner as other Officers.
- 16.2 The Supervising Liaison Officer will be shared among the Safe Schools South Division Districts and, as such, will be billed as a shared cost to the Districts.
- TCISD – Forty-nine and fifty Percent (49.50 %)
 - DISD – Forty-nine and fifty Percent (49.50 %)
 - Odyssey Academy – One Percent (1%)

17. Term and Termination

- 17.1 This Agreement shall commence on the Effective Date and shall continue for three (3) years, unless terminated earlier by either party upon thirty (30) days' written notice to the other party.
- 17.2 In the event of termination, Odyssey shall remain liable for payment for all services rendered under this Agreement before the effective date of termination.
- 17.3 This Agreement may be renewed upon mutual agreement of the Parties.

18. Early Termination

- 18.1 This Agreement may be terminated with or without cause or for convenience by either party upon thirty (30) days' prior written notice to the other party.

19. Renewal Period

- 19.1 This Agreement may be renewed if Odyssey gives notice of its intention to renew within ninety (90) days before the end of this Agreement and the County agrees to the renewal.

Upon notice being given, the parties will renegotiate and redraft this Agreement to accommodate any changes in cost and/or services as may be required.

20. Governing Law

20.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

21. Miscellaneous Provisions

21.1 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, understandings, and negotiations.

21.2 **Amendments:** This Agreement may be amended only in writing signed by both Parties.

21.3 **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

21.4 **Notices:** All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, electronically (e-mail) or sent by certified mail, return receipt requested, to the addresses set forth below:

To County:

Galveston County
Attn: County Judge
722 Moody Ave., 2nd Floor
Galveston, TX 77550
Mark.henry@co.galveston.tx.us

To Odyssey:

Odyssey Academy
Attn: Superintendent
2412 61st Street
Galveston, TX 77551
jgoodman@odyssey-academy.com

With a Copy to:

Galveston County Sheriff's Office
Attn: Chief Deputy Villarreal
601 54th Street
Galveston, TX 77551

Signature page follows

IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Agreement as of the date first above written.

County of Galveston, Texas

Galveston County Sheriff's Office

Mark Henry, County Judge

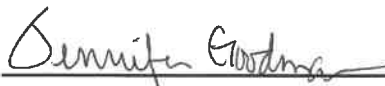


Jimmy Fullen, Sheriff

Attest:

Odyssey Academy

Dwight D. Sullivan, County Clerk



Dr. Jennifer Goodman, Superintendent

Exhibit A Odyssey Extracurricular Assignment Program

Purpose

The Program is established to provide law enforcement and security services at Odyssey events, activities, and programs that occur outside of regular school hours.

Staffing

The Program shall be staffed by licensed law enforcement officers from various law enforcement agencies within Galveston County who apply to be placed on Odyssey's list of officers willing and available for service in the Program.

Administration

The Odyssey Superintendent or designee shall oversee the administration of the Program and shall ensure its efficient operation.

Notification

The Superintendent or designee shall notify all law enforcement agencies located within Odyssey's territory of the Program, invite all interested law enforcement personnel to apply for participation, and accept qualified participants in a consistent manner without favoritism toward any particular law enforcement agency.

Voluntary Participation

Participation in the Program shall be strictly voluntary. Officers employed by Galveston County may voluntarily elect to apply for participation in the Program; however, no officer shall be guaranteed any assignment to the Program or promised any number of hours of work under the Program.

Independent Contractor Status

Officers selected to work for the Program, regardless of their police jurisdiction or regular employment, shall be considered independent contractors engaged to fulfill security functions at specified events.

Selection of Officers

The selection of officers to work for the Program shall be made by the Superintendent or designee on a non-discriminatory basis from the pool of officers who have volunteered for such duty and are on the Odyssey-approved list of Program officers.

Compensation

Officers who perform services for Odyssey under the Program shall be compensated at a rate established by Odyssey.

Tax Responsibilities

All officers participating in the Program shall be responsible for their income tax reporting and payment responsibilities as independent contractors.

Exhibit B – Compensation Schedule

Galveston County has adopted a Career Path program for law enforcement. Compensation for each Officer will be calculated according to his or her individual Career Path step and corresponding salary grade/step as follows:

Position	Grade/Step	FY 2025 Salary
Deputy Sheriff I	516B	\$58,195.00
Deputy Sheriff II	518B	\$63,345.00
Deputy Sheriff III	520B	\$68,495.00
Deputy Sheriff IV	521	\$71,070.00
Deputy Sheriff V	522	\$73,645.00
Detective/Investigator/Corporal	524	\$83,945.00
Sergeant Sheriff	525	\$89,095.00
Lieutenant Sheriff	527	\$99,395.00
Captain Sheriff	530	\$116,695.00

Number of assigned officers:

Two (2) Officers, to perform the services described herein. Each Officer shall work up to a total of 2236 hours per year, inclusive of permissible leave.

Hourly Rate for each Officer is calculated by dividing each Officer's salary by 2236.

The Total Hourly Rate for each Officer is calculated as follows:

$(\text{Hourly Rate}) \times (1.2128 [\text{variable benefits}]) + \$5.16 [\text{fixed benefits}] = \text{Total Hourly Rate}$

Longevity: \$10 per month per year of service

Monthly certification pay rates are:

Intermediate	Advanced	Master
\$50.00	\$100.00	\$150.00

In addition, the following fees and charges will be billed per Officer per contract year, prorated monthly:

Uniforms	Training	Cellular	Radio
\$853.00	\$440.00	\$50.00	\$720.00

Administrative Fee will not exceed 1% of the total monthly bill