

**INTERLOCAL AGREEMENT – SCHOOL RESOURCE OFFICER SERVICES
BETWEEN
CITY OF LEVELLAND, TEXAS AND
LEVELLAND INDEPENDENT SCHOOL DISTRICT**

This Interlocal Agreement – School Resource Officer Services (“Agreement”) is entered by and between the City of Levelland, a home rule municipality and political subdivision of the State of Texas (“City”) and Levelland Independent School District, a political subdivision of the State of Texas (“School District”) (collectively a “Party” or “Parties”).

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes 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, such as providing law enforcement services; and

WHEREAS, § 37.081 of the Texas Education Code provides that the board of trustees of a school district may contract with a local law enforcement agency for the provision of school resource officers; and

WHEREAS, the City of Levelland Police Department (“LPD”) employs licensed law enforcement officers who are capable of providing law enforcement services for the City of Levelland; and

WHEREAS, the Levelland Independent School District has a need for school resource officers to provide law enforcement services for the School District; and

WHEREAS, the City is willing to provide school resource officers for the School District as outlined herein to assist the School District; and

WHEREAS, the Parties recognize the outstanding benefits of having school resource officers available to the citizens of the City and to the students of the School District; and

WHEREAS, the Parties further recognize that the presence of such officers will be beneficial in the prevention and suppression of school-related violence, illegal drug activity and other disruptive criminal activity reducing fear of crime on school campuses and helping create and maintain a safe and secure environment conducive to properly educating the students of the School District; and

WHEREAS, subject to the terms outlined in this Agreement, the City of Levelland and the Levelland Independent School District find that providing law enforcement services through school resource officers employed by the City of Levelland benefits the health, safety and welfare of the citizens of the City and the School District.

NOW THEREFORE in consideration of the mutual benefits and promises outlined herein the sufficiency of which is acknowledged and accepted, the parties do hereby agree as follows:

I. City Services Provided.

A. Personnel - School Resource Officers. The City agrees to employ up to five (5) law enforcement officers who will be designated as school resource officers (“SROs”) assigned to

work with the School District in providing the law enforcement services as outlined below for all School District campuses and property that is owned, leased, or rented by or otherwise under the control of the School District. The SROs shall be peace officers duly licensed by the Texas Commission on Law Enforcement. All SROs shall be employees of the City of Levelland and shall not be considered employees of the School District. In the event of a resignation, retirement, dismissal, or reassignment of a SRO, or in case of long-term absences by a SRO, LPD will provide a temporary replacement for the SRO within thirty (30) school days of the City receiving notice of such absence, dismissal, resignation, retirement, reassignment.

B. Law Enforcement Services. Through the SROs, the City agrees to provide the following law enforcement services for the School District:

1. Enforce the laws of the State of Texas and City Ordinances of Levelland and protect the students, teachers, staff, and public against criminal activity.
2. Enhance the safety and security of students, faculty and staff, and others legitimately present at School District campuses and facilities.
3. Assist the School District in maintaining lawful order on school property while in full LPD uniform at all times or other apparel approved by the LPD.
4. Take enforcement action on criminal matters according to LPD policy.
5. At the request of authorized School District staff, take appropriate law enforcement action against intruders and unwanted guests who may appear at the school or school functions, to the extent that the SRO may do so under the authority of law.
6. Gather information regarding potential problems such as gang activity, criminal activity, and student unrest and handle initial police reports of crimes committed on campus.
7. Coordinate investigative procedures between the LPD and the School District that follow LPD Policy.
8. Provide information about law enforcement topics to students and staff.
9. Provide informational programs for School District staff, students, and parents on a variety of topics including, but not limited to issues related to alcohol and other drugs, criminal law, violence, gangs, safety and security. This includes formulating and presenting programs designed to educate students in the dangers of drugs, the dangers of participating in other illegal acts, and the legal and practical consequences resulting from engaging in such activities, with the goal of promoting the benefits of good citizenship.
10. Help improve relations between School District students and the law enforcement community.
11. Refer students and their families to the appropriate agencies for assistance when the need is determined.
12. Maintain good communication between LPD and School District administration, principals, and staff.

C. Services Not Provided. As a general statement, the SROs' assigned primary duties will not include routine school street crossing patrol, nighttime building security checks, and other duties of a similar nature presently performed by others.

D. Other Security. When requested by School District, and when off duty LPD police officers are available, the City will provide police officers for security at School District sponsored sporting events and other School District events as needed. The cost of these additional police officers shall be reimbursed by School District as billed by the City in accordance with the rate shown in *Exhibit A*.

II. City Responsibilities and SRO Personnel Status

A. Command and Control - SRO. The City shall retain control over and have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate the SROs. The SROs or any LPD personnel will not be considered, for any purpose, employees of the School District within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, health insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

B. SRO Equipment and Supplies. The City will provide to the Officers such equipment and supplies as it provides to its police officers generally. The School District will furnish those materials and supplies necessary for the Officers' programs and activities requested by School District.

C. Governing Rules and Policies. The SROs will be subject to the rules and regulations of the City and its Police Department, specifically including the City's Personnel Policies. The SROs will also be subject to the specific law enforcement policies, regulations, and General Orders of the Levelland Police Department, as well as its procedures regarding coordination with other law enforcement agencies.

D. SRO Legal Responsibilities. The Parties further recognize and agree that the SROs, as licensed peace officers, are charged with the enforcement of the laws of the State of Texas and the Ordinances of the City. Those matters that do not fall within these categories, but instead are within the School District's policies, specifically including its code of conduct for students, remain within the jurisdiction of the School District and its officials.

III. School District Responsibilities

A. School District's Payment Obligations:

1. In consideration of the City's providing the SRO services herein described, the School District agrees to pay to the City for such services as outlined in *Exhibit A*. The rates shown in *Exhibit A* are based upon the officers' rates of pay and benefits in accordance with the City of Levelland's Pay and Benefit Programs, and adjusted as adjustments are made in the Pay and Benefit Programs.

2. The City shall invoice the School District on a monthly basis for the services provided by the City under this Agreement. Payment for the services provided shall be made within twenty (20) days following receipt of the City's invoice. For time in excess

of forty hours per week, including any additional or overtime amounts, School District will be billed at one and a half times the hourly rate shown in Item 1 in *Exhibit A*.

B. School District Presentations. At the request of the SROs, or on the initiative of the School District, the School District shall provide an opportunity for SRO's to address teachers and school administrators about the SRO program's goals and objectives and provide SROs the opportunity to address teachers and school administrators about criminal justice problems relating to students during in-service workdays.

C. School District Information. The School District shall cooperate with and assist the SROs in the SROs providing the law enforcement services outlined in this Agreement and shall provide and seek input from SRO's regarding criminal justice problems relating to students and the School District.

IV. Term and Termination

A. Term. This Agreement shall be effective from October 1, 2025 until September 30, 2026. This Agreement shall automatically renew annually thereafter for additional one (1) year term, subject to mutually agreed changes in the costs from providing the law enforcement services, to run from October 1st, 2026 through September 30, 2027 unless terminated in accordance with this Agreement.

B. Termination. This Agreement may be terminated without cause and for any reason by either party upon sixty (60) days written notice to the other party. All costs and liabilities incurred by the City in providing SRO services for the School District prior to the termination shall be the responsibility of the School District.

V. Miscellaneous – General Provisions

A. Immunities. This Agreement shall not be construed to impair or affect any sovereign or governmental immunity or official immunity that may otherwise be available to the City, School District or any officer, agent or employee of the City or School District.

B. Hold Harmless. Subject to the limitations as to liability and damages in the Texas Tort Claims Act and without waiving its governmental immunity, each Party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other Party to this Agreement, or any of its officers, agents or employees, or as the result of its performance, or any of its officers, agents or employees, under this Agreement.

C. Insurance. The City of Levelland shall maintain, during the term of this Agreement, with an insurance underwriter and/or risk pool authorized to do business in the State of Texas, adequate insurance or risk pool coverage against claims of public liability and property damage resulting from the City services provided under this Agreement, with such insurance amount being not less than state statutory limits of liability for governmental entities under the Tort

Claims Act.

D. Notice. Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person, by e-mail with delivery confirmation; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

City of Levelland

City Manager – James Fisher
1709 Avenue H
P.O. Box 1010
Levelland, Texas 79336
E-mail: jfisher@levellandtexas.org

Levelland Independent School District

Donald Heseman - Superintendent
704 11th St
Levelland, Texas 79336
E-mail: dheseman@levellandisd.net

E. Entire Agreement, Amendments. This Agreement contains the entire understanding between the parties relating to the subject matter hereof and supersedes all oral statements and prior writings with respect thereto. No modification or waiver of this Agreement or any provision hereof, nor consent to any departure therefrom shall in any event be effective, irrespective of any course of dealing between the parties, unless the same shall be in a writing and executed by a duly authorized representative of the party whose rights are being waived, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which it is given. Upon the Date of Execution of this Agreement, all previous agreements executed between the parties regarding the subject matter of this agreement are hereby rescinded and superseded by this Agreement.

F. No Waiver – Default. Notwithstanding anything to the contrary stated in this Agreement, the Parties expressly agree and acknowledge that:

1. no waiver of a default occurs if the non-defaulting Party fails to immediately declare a default or delays in taking any action regarding a default committed by the defaulting Party;
2. this Agreement is expressly subject to all protections afforded the parties pursuant to a proper application of the doctrine of governmental immunity; and
3. should a Party default in the performance of this Agreement, any related default claim, and this provision, shall survive the termination of this Agreement and can be lawfully asserted in litigation against the defaulting Party.

G. Governmental Function/Governmental Authority. Pursuant to Chapter 791 of the Texas Government Code (“Chapter 791”) and other authority, the following findings and

representations are made by the Parties:

1. each Party is a local government as defined by Chapter 791;
2. each Party is mutually interested in the governmental functions and services described in this Agreement;
3. this Agreement describes and provides a governmental function or service that each Party to the Agreement is authorized to perform individually;
4. this Agreement is authorized by the governing body of each Party, by and through a recorded, public vote conducted pursuant to Chapter 551 of the Texas Government Code (the Texas Open Meetings Act), and other authority;
5. this Agreement states the purpose, terms, rights, and duties of the contracting parties;
6. this Agreement specifies that:
 - a) the Party paying for the performance of the described governmental functions or services is the School District; and
 - b) the School District is making those payments from current revenues available to that paying Party; and
7. this Agreement calls for contractual payments to be made by the School District to the City for the SRO services described in this Agreement and such payments are designed by this Agreement to be in amounts that fairly compensate the City for the governmental functions and services performed under this Agreement.

H. Jurisdiction/Venue. The activities contemplated by this Agreement are performable in Hockley County, Texas and shall be governed by the laws of the State of Texas, without regard to conflict of law provisions. Venue for any action brought pursuant to this Agreement, or any activity contemplated hereby, shall lie exclusively in the appropriate state district court for Hockley County or federal district court for the Northern District of Texas.

I. Current Revenues/Termination for Non-Appropriation. The City and School District recognize that any payments made for performance under this Agreement shall be and are subject to the current revenues available to the paying Party. Either Party may terminate this Agreement, without incurring liability, except to pay for any services already rendered, if funds sufficient to pay obligations hereunder or to provide the services are not appropriated by the respective governing bodies of the Parties. Unless terminated pursuant to other applicable termination provisions contained in this Agreement, in the event of non-appropriation of funds by a governing body of a Party hereto, this Agreement shall terminate automatically on the last day of the then-current fiscal year of the non-appropriating Party or when the appropriation made for the then-current fiscal year for the Party's obligations covered by this Agreement is spent, whichever occurs first.

J. No Lending of Credit. Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal-agent relationship between the parties. The rights and obligations of the parties are to be governed strictly by this Agreement and it is not intended that there shall be any lending of credit by one Party to the other or that either Party shall be entitled to create any obligation binding on the other Party not specifically provided herein. Nothing herein shall be construed as a loan or pledge of credit or assets by the City or School District as may be prohibited by the Texas Constitution or otherwise.

K. Execution/Multiple Originals. The execution, delivery and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by the governing

bodies of the respective parties. This Agreement may be executed in two counterparts, each of which shall constitute an original.

L. Designation of Representatives. For the implementation of this Agreement, determining the details of its implementation, and resolving issues of its operation, the City designates Chief of Police as its representative, and School District designates the Deputy Superintendent as its representative. These representatives will be responsible for keeping their respective administrations and governing bodies advised concerning this Agreement and its subject matter.

EXECUTED effective the _____ day of _____, 2025 (the “Effective Date”).

LEVELLAND INDEPENDENT SCHOOL DISTRICT

BY: _____ Date: _____
Carrie Ellis, Board President

CITY OF LEVELLAND

BY: _____ Date: _____
Breann Buxkemper, Mayor

SCHOOL SECURITY SERVICES AGREEMENT

EXHIBIT A
COSTS FOR FY 2025-2026

Authorized Number of Officer.....up to Five (5)

Personnel Cost of School Resource Officers ¹

School Resource Officer Sergeant Cost per HourN/A
School Resource Officer Cost per Hour\$32.32 to \$33.09
School Resource Officer Fixed Monthly Costs\$800

Transportation Cost ²

Each Marked Vehicle Cost per Month.....\$1,050.00
City Cell Phone.....\$75.00

Other Security - Police Officer Providing Security at Sporting Event or Other Event ³

Cost Per Hour - Patrol Officer\$50.88
Cost Per Hour - Sergeant\$52.98

¹ Varies depending on actual insurance plan selected by each Officer and the officer's tenure.

² Charged only for the months the officer is assigned to the School District. This amount includes replacement of the vehicle.

³ Officers work this security after normal work hours, so they are paid overtime. This amount is the overtime amount excluding insurance, stability, and longevity pay, and includes transportation costs.

ACCEPTED:

Donald Heseman, Levelland ISD

Date: _____

James Fisher, City of Levelland

Date: _____