

## **POLICE / SCHOOL LIAISON INTERLOCAL AGREEMENT**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, between the Denton County Fresh Water Supply District #10, a political subdivision of the State of Texas (hereinafter called "WATER DISTRICT") and the Denton Independent School District, an independent school district of Denton County, Texas (hereinafter called "DISD"). Together, the WATER DISTRICT and DISD shall be referred to as the "parties."

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act; and

**WHEREAS**, DISD and WATER DISTRICT have the authority to enter into this Agreement under the Interlocal Cooperation Act (Chapter 791 of the Texas Government Code); and

**WHEREAS**, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignment, responsibilities and obligations of the School Resource Officer (as herein defined), WATER DISTRICT, and DISD.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, and for other good and valuable considerations, the parties agree as follows:

### **I. SCOPE OF AGREEMENT**

A. WATER DISTRICT agrees to provide a certified police officer licensed by the Texas Commission on Law Enforcement ("TCOLE") to serve as a school resource officer (SRO), assigned to the following duties in and on the grounds of the Savannah Elementary School:

1. Education of teachers and students regarding the law, investigation of criminal activity on school grounds, drug prevention, and crisis intervention.
2. Interaction with the student body, faculty, and visitors by providing the following: education in crime prevention, student awareness of drugs and crimes, and an enhanced communication between the police and the student body.
3. Assist in security efforts at the designated school.

B. DISD shall furnish a suitable office space, office telephone, access card, master key and a school radio for the use by the School Resource Officer, but all other operational expenses shall be paid by the WATER DISTRICT. The Denton County Water District Police Chief (hereinafter called "Chief") shall meet and confer with the campus principals from time to time, to establish mutually agreeable operational policies for the SRO set forth in Exhibit A, attached hereto and incorporated by reference herein. However, nothing in this Agreement shall abridge the right and responsibility of the Chief to assign, replace, discipline or otherwise supervise the activities of the SRO. Further, nothing in this Agreement shall require WATER DISTRICT to provide continuous police presence on the campus of Savannah Elementary School

during every school day when the SRO may be away from a campus on approved leave or for court, training, administrative duties, arrest processing or any other official police or patrol related duties. Further, nothing in this Agreement shall obligate WATER DISTRICT to provide an SRO to Savannah Elementary or any other police presence at any school activities or events outside of regular school hours.

C. Information Sharing:

1. To the extent permitted by law, the Denton County Water District Police Department will share all information pertinent to the safety of any party that the DISD is responsible for, and all information pertinent to any investigation resulting from or related to the duties of the SRO under this Agreement
  2. To the extent permitted by law, DISD will share all information that is needed to resolve an issue resulting from or related to the duties of the SRO under this Agreement. In the event that educational records or personally identifiable information (as defined by the Family Education Rights and Privacy Act [FERPA] 20 US 1232g, et seq.), is provided to the SRO, the Denton County Water District Police Department agrees not to disclose such information to any other party, other than necessary law enforcement entities, without prior consent of the parent, or as required by law. If a student is involved in illegal activity regardless whether school is in session, the DISD and the SRO and vice versa will by law share the information, based on all laws and regulations.
- D. The SRO shall report to the Sergeant, Lieutenant, and the Chief of Police. While on campus, the SRO will report directly to the Assistant Principal and Principal regarding the daily routine and communication issues on campus and then report to the DISD Superintendent.
- E. The SRO shall act as any other Denton County Water District Police Department paid full-time police professional. The SRO is governed by the same laws, policies, and procedures and will use discretionary powers in enforcing all local, state and federal laws, including the Texas Education Code.

## **II. TERM OF THE AGREEMENT**

The term of this Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_ 2019, and will automatically renew annually, unless earlier terminated as provided herein.

## **III. PAYMENT FOR SERVICES**

- A. Except as specifically referenced in Section B of Article I of this Agreement, the WATER DISTRICT will provide for 100% of the financial costs for the SRO and services rendered under this Agreement.

#### **IV. INDEPENDENT CONTRACTOR**

The WATER DISTRICT is and at all times deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officer is assigned to the School Resource Officer Program and the way WATER DISTRICT performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between DISD and WATER DISTRICT or any of WATER DISTRICT's agents or employees. WATER DISTRICT, its agents and employees, shall not be entitled to any rights or privileges of DISD employees and shall not be considered in any manner to be a DISD employee.

#### **V. INSURANCE**

WATER DISTRICT is insured, and shall provide DISD documentation of its coverages, said coverages to meet the approval of DISD when requested. WATER DISTRICT shall maintain, during the term of this Agreement, workers' compensation insurance, general liability coverage, and auto liability coverage for its employee engaged in work under this Agreement. Upon request, WATER DISTRICT shall provide DISD with Certificates of Insurance indicating such coverage prior to the beginning of any activities under this Agreement.

#### **VI. AVAILABILITY OF FUNDS.**

All expenditures made by DISTRICT and DISD, in fulfilling their obligations hereunder, shall be paid only from current revenues legally available.

#### **VII. TERMINATION**

This Agreement may be terminated by either party at any time, at its sole option, with or without cause, and without prejudice by giving thirty (30) days' written notice of termination, unless otherwise mutually agreed upon by both parties.

#### **VIII. ASSIGNMENT OF AGREEMENT**

Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties or obligations under this Agreement without the prior written permission of the other party to this Agreement.

#### **IX. GENERAL PROVISIONS**

- A. No waiver of a breach or any provision of the Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.
- B. All obligations of each party shall be performed in Denton County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Denton County, Texas.

- C. Notices to DISD shall be deemed given when delivered in person to the Superintendent of Schools of DISD or on the next business day after the mailing of said notice addressed to said DISD by United States mail, certified or registered mail, return receipt requested, and postage paid at P.O. Box 2387, Denton, Texas 76202.
- D. Notices to WATER DISTRICT shall be deemed given when delivered in person to the District Manager of WATER DISTRICT or on the next business day after the mailing of said notice addressed to said WATER DISTRICT by United States mail, certified or registered mail, return receipt requested, and postage paid at 724 Savannah Blvd, Aubrey, Texas 76227.
- E. The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.
- F. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable, (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement, and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

#### **X. MUTUAL HOLD HARMLESS**

- A. To the extent allowed by law, DISD does hereby agree to waive all claims against, release, and hold harmless WATER DISTRICT and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
- B. To the extent allowed by law, WATER DISTRICT does hereby agree to waive all claims against, release, and hold harmless DISD and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
- C. It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents. The parties hereby agree that they have not waived their sovereign immunity by entering into and performing its obligations under this Agreement.

## **XI. DISPUTE RESOLUTION**

Should a dispute arise between the parties regarding this Interlocal Agreement, or the terms contained herein, the parties shall first attempt to resolve the dispute through direct discussions in a spirit of mutual cooperation. If such discussions fail to resolve the dispute, the parties hereto agree that they shall submit such dispute to non-binding mediation with a mutually agreeable mediator. Said mediation shall be conducted within thirty (30) days following written notice of a demand for mediation by either party, unless the parties agree to a shorter or longer period, and the costs of such mediation shall be borne by the party demanding same. The purpose of this section is to reasonably ensure that the WATER DISTRICT and DISD in good faith utilize mediation before pursuing litigation. The parties' participation in, or the results of any mediation under this section shall not be construed as a waiver by the parties of any rights, privileges, defenses, remedies or immunities available to the parties as governmental entities, nor waiver of any termination provisions, expiration dates or deadlines set forth in this Agreement.

**DENTON COUNTY FRESH  
WATER SUPPLY DISTRICT  
No.10,**

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Rob Adams, President  
DCFWS No. 10

ATTEST:

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Robert Tague, Secretary  
DCFWS No.10

**DENTON INDEPENDENT  
SCHOOL DISTRICT**

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Barbara Burns, Board President  
Denton ISD

ATTEST:

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Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Exhibit “A”

### Denton County Water District Police Department

#### School Resource Officer Program Guidelines Savannah Elementary School

##### I. Objectives:

- a. The main objective of the school resource officer (SRO) position is to ensure the safety and security of the students and faculty.
  - i. Be visible
  - ii. Ensure random patrols are conducted equally on both the interior and exterior of the facility.
  - iii. The SRO may assist from time to time during the day with the registration of campus visitors. This duty shall only be performed at peak times and is not intended to be the main objective or function of the SRO position.
  - iv. Ensure the police car is parked in highly visible areas near main entry and exit doors.
- b. The secondary objective is to build positive relationships with the students, faculty and parents.
  - i. SRO shall communicate with the students and faculty to ensure any problems or issues are handled in a timely manner. If at any time clarification or assistance is needed on any school related matters, please ensure that both the school administrator(s) and Chief are contacted.

##### II. Protocols:

- a. SRO should remain available throughout the day and be prepared to respond to any emergency as quickly as possible.
- b. School faculty understands that on occasion, SRO may be required to leave the campus to perform patrol or law enforcement related duties within the District as determined by the Police Chief.
- c. School faculty should communicate any lockdown and fire drills with the on-duty SRO prior to the initiation of the drills. SRO should assist faculty as needed in these drills.

- d. SRO should communicate any non-functioning doors, door locks or other security concern immediately to school administration.
- e. It is not the position of the SRO to enforce administrative school rules. SRO will also not be used to assist with routine disciplinary matters. SRO will not be required to assist with combative special needs students unless there is imminent danger of serious bodily injury to another student, faculty member or other person.