INTERLOCAL AGREEMENT FOR PROFESSIONAL SERVICES RELATING TO A SCHOOL RESOURCE OFFICER PROGRAM BETWEEN THE TOWN OF LITTLE ELM AND THE FRISCO INDEPENDENT SCHOOL DISTRICT

THE STATE OF TEXAS)

) INTERLOCAL COOPERATION AGREEMENT:

COUNTY OF DENTON)

THIS INTERLOCAL PRAGREEMENT (**"Agreement"**) is made and entered into with the effective date of the **1st** day of **August**, **2026**, by and between the **TOWN OF LITTLE ELM** (hereinafter called **"TOWN"**) and the **FRISCO INDEPENDENT SCHOOL DISTRICT** (hereinafter called **"FISD"**).

WITNESSETH:

WHEREAS, the TOWN and FISD desire to enter into this Agreement relating to the provision of certain police services by TOWN to FISD in accordance with the program description and details entitled School Resource Officer Program (see Exhibit A).

NOW, THEREFORE, the parties hereby do mutually agree as follows:

I.

Scope of Agreement: TOWN shall provide one (1) licensed police officer to be assigned duties as described in Exhibit A, attached hereto, and incorporated herein for all purposes.

II.

Term of Agreement: The term of this Agreement shall be for a period of one (1) year beginning on the Effective Date of August 1, 2026, and ending July 31, 2027. This Agreement will be reviewed by all parties annually and revised by mutual agreement, as necessary. Subject to Section VI, Availability of Funds, and Section VII, Termination, the Agreement may be renewed for subsequent two (2) year terms by written agreement of both parties.

III.

Payment for Services: In consideration of the services provided pursuant to this Agreement, FISD shall pay to TOWN the sum of $____2500.00____. annually to be used for training of the SRO assigned to Frisco ISD, payable within 30 days of receiving an invoice from TOWN.

FISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event that TOWN exercises its right to temporarily reassign the resource officer when, in the sole judgment of TOWN, their services are required in response to a TOWN-wide or major emergency, or in the event that the resource officer is absent due to sickness, injury, training, or court appearances.

IV.

Independent Contractor: TOWN is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which the officer is assigned to the School Resource Officer Program and the way TOWN 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 FISD and TOWN or any of TOWN's agents or employees. TOWN assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. TOWN, its agents and employees, shall not be entitled to any rights or privileges of FISD employees and shall not be considered in any manner to be FISD employees.

V.

Insurance: TOWN is insured, and upon request by FISD shall provide FISD documentation of its coverage, said coverage to meet the reasonable approval of FISD. TOWN shall also provide, during the term of this Agreement, worker's compensation insurance, including liability coverage, in the amounts required by Texas state law, for any employee engaged in work under this Agreement. As to all insurance provided by TOWN, it shall provide FISD with documentation upon request indicating such coverage prior to the beginning of any activities under this Agreement.

VI.

Availability of Funds: Funds are not presently budgeted for performance under this Agreement beyond the end of the **2026-2027** fiscal year. FISD shall have no liability for payment of money for services performed after the end of any fiscal year.

VII.

Termination: This Agreement may be terminated by either party at its sole option and without prejudice by giving one hundred eighty (180) days prior written notice of termination to the other party. Upon termination of this Agreement, the TOWN will

assume any and all fiscal responsibilities for each officer. The Agreement shall automatically terminate, without notice, on the first day of any subsequent fiscal year in the event FISD does not budget for full payments of services to TOWN for such fiscal year and FISD does not may full payment to TOWN for services upon demand by TOWN. FISD shall be responsible for making full payment to TOWN for services actually rendered under the terms of this Agreement.

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.

IX.

Waiver: No waiver of a breach or any provision of this 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 provisions of this Agreement shall not be construed as a waiver thereof.

X.

Place of Performance/Venue: All obligations of each party to this Agreement 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.

XI.

Notices: Notices to FISD shall be deemed given when delivered in person to the Superintendent of Schools of FISD, or on the next business day after the mailing of said notice addressed to said FISD, care of the Superintendent of Schools of FISD, by United States mail certified or registered mail, return receipt requested, and postage paid at 5515 Ohio Drive, Frisco, Texas 75035**.**

Notices to TOWN shall be deemed given when delivered in person to the Town Manager, or on the next business day after the mailing of said notice addressed to said TOWN, care of the Town Manager, by United States mail, certified or registered mail, return receipt requested, and postage paid at 100 W. Eldorado Parkway, Little Elm, Texas 75068.

XII.

Severability Provisions: If any provisions of this Agreement are 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 provisions 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.

XIII.

Entire Agreement of Parties: This Agreement and any exhibits shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire agreement between the parties. No other agreements, oral or written, pertaining to the performance of the Agreement exists between the parties. This Agreement can be modified only by an agreement in writing, signed by both parties.

XIV.

Immunity: TOWN and FISD agree that neither party has waived its respective sovereign immunity by entering into and performing the obligations under this Agreement.

[Remainder of Page Intentionally Blank. Signature Page Attached.]

IN WITNESS WHEREOF, the parties have executed this Agreement with an effective date in the year and day first written above.

FRISCO INDEPEDNENT SCHOOL DISTRICT

By: _____
Keith Maddox, President, Board of Trustees

ATTEST:

By: _____
Dynette Davis, Secretary, Board of Trustees

APPROVED AS TO FORM ONLY:

By: _____
Esther Kolni, General Counsel

TOWN OF LITTLE ELM

By: _____
_____, Town Manager

ATTEST:

By: _____
_____, Town Secretary

Exhibit A

DEFINED TERMS

Capitalized terms not defined in this Exhibit A shall have the meaning provided to them in the body of the Agreement.

PURPOSE

The primary purpose of the School Resource Officer Program is the reduction and prevention of crime committed by juveniles and young adults. This is accomplished by assigning patrol officers to school facilities on a permanent basis. The SRO Program accomplishes its purpose by achieving the established goals and objectives. Goals and objectives are designed to develop and enhance rapport between youth, police officers and school administrators. Officers who are chosen for this program are responsible for establishing the communication links and creating a free flow of information between all parties involved.

GOALS

1. Reduction of criminal offenses committed by juveniles and young adults.

2. Establish rapport with the students.

3. Establish rapport with the parents, faculty, staff, administrators and other adults.

4. Create and expand programs with vision and creativity to increase student participation, which will benefit the students, the school district, the police department, and the community.

5. Present a as a positive role model, demonstrate personal integrity, and exemplify good moral character for students and adults, and treat the peace officer badge as a symbol of public faith and enduring public trust.

6. Provide safety for students, faculty, staff and all persons involved with the school district.

ORGANIZATIONAL STRUCTURE

1. Uniformed police officer(s) designated as School Resource Officers (singularly, an **SRO** or together, **SROs**) will be assigned to Frisco Independent School District (**FISD**) campuses.

2. SROs are police officers first, employed by the Little Elm Police Department (**Little Elm PD**) and are responsible for carrying out all duties and responsibilities where

criminal matters are concerned. The expectations toward SRO consultation and education are more formally established in the school setting.

3. SROs are not school disciplinarians and should not assume this role. When a school administrator is conducting an interview in connection with a school disciplinary investigation, an SRO may be present at the request of an administrator for safety purposes, however, SROs shall refrain from questioning students while a school administrator is conducting a student discipline interview.

4. In the event an SRO needs to question a student in connection with a law enforcement matter, other than a child abuse investigation, the school administrator shall make reasonable efforts to notify the student's parent. However, if the SRO raises a valid objection to the notification, the parent shall not be notified and the SRO who raised the valid objection shall confirm that objection in writing to the school administrator. While an SRO conducts a law enforcement interview, a school administrator shall ordinarily be present. However, if the SRO raises a valid objection to a third-party's presence, the interview may be conducted by the SRO without the administrator present and the SRO who raised the valid objection shall confirm that objection in writing to the school administrator. In most cases, an interview without either a parent or a school administrator present should not be conducted on FISD property, unless such questioning is immediately necessary for a safety purpose, as determined by the SRO. At no time should school administrators and SROs simultaneously conduct student interviews for both school discipline and law enforcement investigative purposes.

5. SROs report directly to Little Elm PD Administration regarding all matters pertinent to their position and function. SROs will not involve themselves in administrative or personnel matters of FISD which are not criminal offenses.

DUTIES AND RESPONSIBILITIES

Basic responsibilities of the SROs will include but will not be limited to:

- Complete all background check requirements which apply to persons who have or will have continuing duties under a contract with a school district and who have or will have direct contact with students as described in Texas Education Code Chapters 22 and 22A, as may be amended, and the guidelines, regulations, and/or forms published by the Texas Education Agency for this purpose. Unless otherwise required by law or judicial order, TOWN will maintain records of SRO compliance with the background check requirements described herein and will provide records confirming such compliance in connection with a mandatory report and/or state-level investigation into allegations of SRO misconduct.
- Take enforcement action on criminal offenses when appropriate.
- Provide information concerning questions about law enforcement topics to students and staff.
- Provide classroom instruction on various criminal law-related topics.

- Coordinate investigative procedures between police and school administration and maintain appropriate separation between criminal investigation and school disciplinary investigation processes.
- Provide limited support to students with personal problems.
- Consult with parents and staff as necessary.
- Handle initial police reports of crimes committed on campus.
- Wear police uniform at all times, or other apparel as approved by both the police department and school district.
- Provide a police presence during events and functions, as appropriate, when requested by the principal and as approved by the SRO Lieutenant, SRO Sergeant(s), or Police Administration.
- Keep school administration/office staff informed when off-campus.
- When practical, attend all school special events.
- When possible and practical, divert juveniles out of the criminal justice system into other social agencies.
- Provide instructional teaching services in the areas of narcotics, safety, public relations, occupational training and leadership and life skills.
- Prepare lesson plans as necessary for the presentation of approved topics.

Basic responsibilities of the Little Elm PD Administration will include but will not be limited to:

- Serve as the liaison between FISD, campus administrators, and the Little Elm Police Department.
- Coordinate work assignments of the SROs between various campuses.
- Coordinate scheduling and work hours of the SROs. (Vacation requests, sick leave, rescheduled time, etc.)
- Approve police reports written by the SROs for school related offenses at their campuses.
- Ensure SRO compliance with the Little Elm Police Department's general orders.
- Take enforcement action on criminal matters when appropriate.

SCHOOL DISTRICT RESPONSIBILITIES

FISD shall provide the SRO of each campus the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- Access to an air-conditioned and properly lighted private office with hallway or direct access to students during passing periods. Such office space shall be large enough to conduct interviews of multiple persons, including students, parents, and school staff.
- The SRO office should not (when practical) be placed in the main office unless multiple officers are assigned to the campus with one office having direct hallway access.

- A location for files and records, which can be properly locked and secured.
- A desk with drawers, chair, worktable or desk, filing cabinet, and office supplies.
- Access to a computer and telephone for general business purposes.
- The opportunity for classroom participation by SROs when appropriate.
- The opportunity for SROs to address teachers and school administrators about the SRO program, its goals and objectives, and criminal justice issues relating to students.

ADMINISTRATIVE

SROs are not intended to be used to fill in for, or in place of school administrators and should not be utilized in that role.

STUDENT CONSULTATION

SROs are not intended to replace any school counselor nor are they to conduct or offer any psychological, mental health, or emotional counseling.

SROs will advise students on responsibilities and procedures concerning criminal matters.

SROs will give advice to help resolve issues between students that involve matters that may result in criminal violations, disturbances or disruptions.

SROs should not, in most cases, go to the homes of students except in actual emergencies or under conditions that warrant such a visit, including but not limited to, conducting arrests or referrals when a student's individualized circumstances or the nature of the criminal matter require parental involvement. Should a school administrator request an SRO make or accompany school staff on a home visit, SROs should notify an SRO Sergeant or appropriate supervisor prior to the visit. Under emergency or exigent circumstances, such notification may occur after the fact.

ENFORCEMENT

Although SROs have been placed in a formal educational environment, they are not relieved of the official duties as an enforcement officer. Decisions to intervene normally will be made when it is necessary to prevent violence, a breach of the peace, personal injury or loss of property. Citations should be issued and arrests made when appropriate and under department policy. When immediate law enforcement action is needed and an SRO is not available, another officer may be dispatched to the school.

SROs should investigate and prepare reports on minor offenses committed at schools. Other department personnel may be summoned to assist, as the SROs deem necessary.

FAMILY EDUCATION RIGHTS AND PRIVACT ACT (FERPA) 20 USC 1232(g)

FISD shall designate SROs as "school officials" for purposes of access to student information governed by the Family Educational Rights and Privacy Act (FERPA) 20 USC 1232(g) when providing services under this Agreement. Student education records and personally identifiable information under the maintenance and control of FISD may be accessed by school officials only for a legitimate educational purpose. The legitimate educational purpose for which an SRO may access or use educational records is to promote school safety and the physical security of FISD students and staff. An SRO shall not access education records or personally identifiable information of students for any other purpose, including law enforcement investigation, except in compliance with FERPA, including, but not limited to, access made in connection with a health or safety emergency (20 U.S.C. 1232g(b)(1)(I) and 34 CFR §§ 99.31(a)(10) and 99.36) or with a judicial order or a lawfully issued subpoena (20 U.S.C. 1232g(b)(1)(J) and (b)(2) and 34 CFR § 99.31(a)(9)).

PROGRAM FUNDING

The SRO Program will begin August 1, 2026. The current year program will be jointly funded by the TOWN and FISD in accordance with the Agreement executed by both parties and shall be for the term of August 1, 2026, through July 31, 2027.