INTERLOCAL AGREEMENT FOR PROFESSIONAL SERVICES RELATING TO A SCHOOL RESOURCE OFFICER PROGRAM BETWEEN THE CITY OF MCKINNEY AND THE FRISCO INDEPENDENT SCHOOL DISTRICT

THE STATE OF TEXAS)

) INTERLOCAL COOPERATION AGREEMENT:

COUNTY OF COLLIN)

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

WITNESSETH:

WHEREAS, the CITY and FISD desire to enter into this Agreement relating to the provision of certain police services by CITY 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: CITY shall provide two (2) licensed police officers for the School Resource Officer Program in the 2026-2027 school year 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 will automatically renew on August 1 of each year, for subsequent twelve (12) month periods. Renewals of the Agreement shall be at the then current actual costs for officers, as determined by the CITY.

III.

Payment for Services: FISD shall pay CITY the sum of on-half of the non-grant funded Salary Expenses of the school resource officer ("SRO") for the full term of the Agreement to be paid at the end of the school year, on or before September 1, 2027. "Salary Expenses" include, but are not limited to, salary, benefits, insurance, etc. FISD shall pay CITY the sum of $_____ for the twelve (12) months for services rendered. This payment is for 50% of two (2) certified officers at pay step 7 provided by the CITY described in Exhibit B, attached hereto and incorporated herein for all purposes.

In addition, FISD shall pay the CITY the sum of one-half of the yearly cost of purchasing two (2) fully equipped police pursuit vehicles as currently outfitted by the CITY for the full term of this Agreement to be paid at the end of the school year, on or before September 1, 2027. The yearly cost of purchasing vehicles shall be calculated using a six-year functional life expectancy. Each SRO shall be provided one (1) fully equipped police pursuit vehicle in support of the SRO Program. FISD shall pay $_____ toward the expense of providing vehicles for the SRO program as described in Exhibit C.

FISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event that CITY exercises its right to temporarily reassign the resource officer when, in the sole judgment of CITY, their services are required in response to a CITY-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: CITY 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 CITY 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 CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. CITY, 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: CITY is insured, and upon request by FISD shall provide FISD documentation of its coverage, said coverage to meet the reasonable approval of FISD. CITY 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 CITY, 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 CITY 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 CITY for such fiscal year and FISD does not may full payment to CITY for services upon demand by CITY. FISD shall be responsible for making full payment to CITY 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 Collin 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 Collin 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 CITY shall be deemed given when delivered in person to the City Manager, or on the next business day after the mailing of said notice addressed to said CITY, care of the City Manager, by United States mail, certified or registered mail, return receipt requested, and postage paid at 6942 Maple St., Frisco, Texas 75034.

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: CITY 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

CITY OF MCKINNEY

By: _____
_____, City Manager

ATTEST:

By: _____
_____, City Secretary

"Exhibit A"
SCHOOL RESOURCE OFFICER PROGRAM

DEFINED TERMS

Capitalized terms not defined in this Exhibit A shall have the meaning provided to them in that certain Professional Contract for Services Relating to a School Resource Officer Program Between the City of McKinney and the Frisco Independent School District for the 2026-2027 School Year.

PURPOSE

The primary purpose of the School Resource Officer (SRO) 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 below. 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 as a positive role model, demonstrate personal integrity, 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 campuses, and will directly report to an SRO Sergeant.

2. SROs are police officers first, employed by the McKinney Police Department and are responsible for carrying out all duties and responsibilities as a police officer. SROs have enforcement 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 an administrator is conducting a student discipline investigation 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 an objection to the notification, the parent shall not be notified and the SRO who raised said 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 an objection to the presence of a third party, the interview may be conducted by the SRO without the administrator present and the SRO who raised said 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 be conducted off Frisco ISD property, unless such questioning is immediately necessary for a safety purpose, as solely determined by the SRO. At no time should school administrators and SROs simultaneously conduct student interviews for both school disciplinary and law enforcement investigative purposes.

5. SROs report directly to an SRO Sergeant, who in turn reports to Police Administration, regarding all matters pertinent to their position and function. SROs will not involve themselves in administrative or personnel matters of the Frisco Independent School District which are not criminal offenses.

SELECTION

When a SRO position becomes available, notice will be made to all sworn employees through regular postings. Applicants should have at least two years' experience with the McKinney Police Department or a combination of at least four years police experience. Interested officers should indicate interest in an SRO position by sending a memo requesting consideration to the Chief of Police or his designee. The school district will be consulted about the selection, and officers tentatively selected to fill vacant SRO positions will meet with school officials prior to final staffing. The Chief of Police will be the final deciding authority on SRO staffing. Annually, an SRO Sergeant will conduct a review of SRO assignments in conjunction with FISD. Selection criteria will include but will not be limited to:

- Oral presentation
- Performance reports
- Experience
- Interpersonal skills

DUTIES AND RESPONSIBILITIES OF SROs

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

- Complete and provide records confirming completion of 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 related guidelines and/or regulations published by the Texas Education Agency. 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 law enforcement 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.
- Prepare lesson plans as necessary for the presentation of approved topics.

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

- Serve as the liaison between FISD, campus administrators, and the McKinney 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 police department's general orders.
- Take enforcement action on criminal matters when appropriate.

SCHOOL DISTRICT RESPONSIBILITIES

FISD shall grant all sworn McKinney Police Officers access to school campuses and administrative facilities as necessary to provide services under the Agreement or to perform law enforcement functions. FISD will also provide the SRO of each campus and the SRO Sergeant the following materials and facilities, which are deemed necessary to the performance of the SROs 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.

CITY RESPONSIBILITIES

The City, by and through its Police Department, will complete and maintain the Texas Commission on Law Enforcement Background Confirmation Form (BCF 24.005) confirming completion of all background check requirements for officers assigned to the SRO unit and available upon request to the Texas Education Agency. The City acknowledges that under Texas Education Code chapters 22 and 22A, the Texas Education Agency created and requires the use of a Texas Education Agency published pre-service affidavit for all persons performing services under a contract to a public school. The City further acknowledges that the Law Enforcement Background Confirmation Form (BCF 24.005) may not be used in lieu of the Texas Education Agency's pre-service affidavit. As such, all persons performing services under the Agreement must complete the Texas Education Agency's pre-service affidavit prior to providing services to Frisco ISD under the Agreement. The City will maintain such completed pre-service affidavits and provide copies of such pre-service affidavits upon request by the Texas Education Agency in accordance with law.

ADMINISTRATION

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 contract. 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)).

SCHEDULING

Hours - Normally the SRO will work school hours Monday through Friday. However, there may be occasions when this schedule is altered because of court appearances, sickness, injury, training and special assignments. SROs are considered non-exempt employees under the Fair Labor Standards Act (FLSA) and are subject to FLSA provisions as well as department and city policy relating to overtime. **All overtime requests will be reviewed and approved by Police Administration.**

Holidays and Vacation (PTO) - SROs will accrue holidays and vacation at the rate allowed by CITY policy. However, they should be scheduled to coincide with school holidays or when schools are closed/not in session, to the greatest extent possible. SRO training should be accomplished during school holidays or when schools are closed/not in session.

Substitution - Substitution for the SRO by another officer will be in the sole discretion of the McKinney Police Department.

SUMMER ACTIVITY

SROs should accomplish as much of their required training as possible during the summer months when school is not in session. SROs may be involved in some summer projects with the school district; however, they will spend the majority of the summer months on non-FISD police department assignments.

PROGRAM FUNDING

The SRO Program will begin one week before the first day of school through the last day of school along with Summer Activities. The current year program will be jointly funded by the City of McKinney and Frisco ISD with such agreement being included in an Interlocal Agreement agreed to by both parties.