

POLICE/SCHOOL LIAISON INTERLOCAL AGREEMENT

This Agreement is entered into this date, between the City of Aubrey, a home rule city, Denton County, Texas (hereinafter called "City") and the Denton Independent School District, an independent school district of Denton County, Texas (hereinafter called "DISD"). Together, the City 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 the City 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, the City, and DISD;

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

I. SCOPE OF AGREEMENT

A. City shall provide a certified police officer employed full-time by City and licensed by the Texas Commission on Law Enforcement (TCOLE) to serve in the School Liaison Program for the City's 2022-2023 fiscal year to serve as a School Resource Officer ("SRO") for each of the following schools: Providence Elementary School and Sandbrock Ranch Elementary School. The assigned School Resource Officers shall have the following duties in and on the grounds of the respective school campuses during normal teacher workdays in the active school year:

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 suitable office space and a telephone for the use of each SRO, but all other operational expenses shall be paid by the City. The City of Aubrey Chief of Police ("Chief") shall meet and confer with the campus principals from time to time, to establish mutually agreeable operational policies for SRO conduct. However,

nothing in this Agreement shall abridge the right and responsibility of the Chief to assign, replace, discipline, or otherwise supervise the activities of an SRO. Any SRO assigned to DISD shall be subject to the approval of the DISD Superintendent or his designee. DISD understands that the Chief may rotate or change any officer assigned to serve as an SRO; provided, however, that DISD may refuse any particular officer assigned as an SRO and request assignment of a different officer. Further, nothing in this Agreement shall require City to provide continuous police presence on the campus of Providence Elementary School or Sandbrock Ranch Elementary School during the entirety of every school day when the SRO may be away from a campus for court, training, administrative duties, arrest processing, or other official duties. Further, nothing in this Agreement shall obligate the City to provide an SRO or other police presence at any school activities or events outside of regular school hours, unless otherwise agreed by the parties. Nothing in this Agreement prevents DISD from hiring off-duty police officers to provide security at sporting events or other special events. This Agreement shall not govern off-duty police officers hired for these purposes. An SRO should arrive on time at Providence Elementary School and Sandbrock Ranch Elementary School and should not leave early except for unforeseen circumstances or pursuant to the circumstances previously described in this paragraph.

C. Information Sharing:

1. The Aubrey Police Department will share all information to the extent permitted by law, pertinent to the safety of any party that DISD is responsible for, and all information pertinent to an investigation.
2. DISD will share all information to the extent permitted by law that is needed to resolve an issue. In the event that educational records or personally identifiable information (as defined by the Family Educational Rights and Privacy Act ["FERPA"]), is provided to the SRO, the SRO and the Aubrey Police Department agree not to disclose such information to any other party without prior consent of the parent or as required or allowed by law. If a student is involved in illegal activity, regardless of whether school is in session, the DISD and the SRO, and vice versa, will, to the extent permitted by law, share the information, but only in compliance with all laws and regulations.

D. All SROs shall report to the Chief of Police or his designee. While on campus, SROs will confer directly with the assistant principal and principal regarding the daily routine and communication issues on campus and then report to the DISD superintendent.

E. All SROs shall act as any other City of Aubrey paid full-time police professional. SROs are 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. SROs shall follow the policies and procedures of DISD to the extent those policies do not conflict with the policies and procedures of the City or Chief of Police. The SRO's main purpose while on school campuses is to provide the services

described in this Agreement, not the enforcement of school rules.

II. TERM OF THE AGREEMENT

The term of this Agreement shall commence on the ___ day of _____ 2022, and will end at midnight, _____, 20___, unless earlier terminated as provided herein.

III. PAYMENT FOR SERVICES

Costs for SRO services will be absorbed by City. It is noted that City has existing police services agreements with Providence Village and Sandbrock Ranch. SRO services are provided by officer funded from the existing police services agreement. City will not separately charge DISD for SRO services.

IV. INDEPENDENT CONTRACTOR

City 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 Liaison 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 DISD and City or any of City's agents or employees, or between DISD and the SRO. City assumes exclusive responsibility for the acts of its employee as they relate to the services provided during the course and scope of his employment. City, its agents and employees, including SROs, 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

City is self-insured and shall provide DISD documentation of its coverages, said coverages to meet the approval of DISD. City shall maintain, during the term of this Agreement, workers' compensation insurance, general liability coverage, and auto liability coverage for its employees engaged in work under this Agreement. Upon request, City 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 City and DISD in fulfilling their obligations hereunder shall be paid only from current revenues legally available to each party.

VII. TERMINATION

This Agreement may be terminated by either party at any time, at its sole option, with or without cause.

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. Denton County, Texas shall constitute the exclusive venue for any legal proceedings involving this Agreement.

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, to DISD Central Offices, 1307 N Locust St., Denton, Texas 76201.

D. Notices to City shall be deemed given when delivered in person to the City Administrator of City or on the next business day after the mailing of said notice addressed to said City by United States mail, certified or registered mail, return receipt requested, to 107 S. Main Street, 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. This Agreement is the entire agreement between DISD and City as to the subject matter hereof, is the sole and only agreement of the parties, and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument duly approved and executed by both parties.

G. This Agreement inures to the benefit of and obligates only the parties executing this Agreement. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in opposing

any attempt by any third person or entity to claim any benefit, protection, release or other consideration under 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 City and all of its officials, officers, agents, and 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.

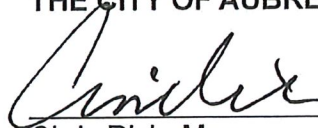
B. To the extent allowed by law, City does hereby agree to waive all claims against, release, and hold harmless DISD and all of its officials, officers, agents, and employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' 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 and/or governmental 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 City 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.

THE CITY OF AUBREY, TEXAS


Chris Rich, Mayor

ATTEST:


Jenny Huckabee, City Secretary



**DENTON INDEPENDENT SCHOOL
DISTRICT**

BY: _____

ATTEST:

Printed Name: _____
Title: _____