

JOINT INTERLOCAL COOPERATION AGREEMENT FOR
SCHOOL RESOURCE OFFICER SERVICES

This Joint Interlocal Cooperation Agreement for School Resource Officer Services hereinafter referred to as “Agreement”, is made by and between Denton Independent School District (“DISD”), a political subdivision of the State of Texas, and Denton County Fresh Water Supply District No. 8-A (“No. 8-A”), Denton County Fresh Water Supply District No. 8-B (“No. 8-B”), Denton County Fresh Water Supply District No. 11-A (“No. 11-A”), Denton County Fresh Water Supply District No. 11-B (“No. 11-B”), and Denton County Fresh Water Supply District No. 11-C (“No. 11-C”). No. 8-A, No. 8-B, No. 11-A, No. 11-B, and No. 11-C hereinafter collectively referred to as “Districts”.

WHEREAS, the Districts are each a political subdivision of the State of Texas created pursuant to Article XVI, Section 59 of the Texas Constitution and operating pursuant to Chapters 49, 51, and, for limited purposes, 53, Texas Water Code as amended; and

WHEREAS, the Districts’ corporate boundaries contain a portion of DISD, including two elementary schools, Catherine Bell Elementary and Paloma Creek Elementary (the “Schools”); and

WHEREAS the Districts have determined that the Schools are in need of assistance for safety and security; and

WHEREAS, pursuant to Section 49.216, Texas Water Code, the Districts are authorized to contract for or employ their own peace officers; and

WHEREAS DISD has heretofore established, and is expected to continue, an Interlocal relationship with the Town of Little Elm (the “Town”) for the provision of providing School Resource Officers and police vehicles to enhance the safety and security of public schools, including an agreement (the “Town Agreement”) for the Town to provide two (2) additional Town of Little Elm Police Department certified peace officers to serve as School Resource Officers (the “Officers”) at the Schools, and one (1) additional fully equipped police vehicle (the “Patrol Vehicle”); and

WHEREAS the Districts desire to assist both DISD and the Town with maintaining safety and security for the Schools, including assistance with the costs of the Officers and Patrol Vehicle;

NOW THEREFORE, DISD and the Districts, for the mutual consideration hereinafter stated, agree and understand as follows:

TERM.

The term of this Agreement shall commence on August 28, 2018, and shall continue thereafter for a term of three (3) years. After the expiration of the initial three (3) year term, this Agreement shall automatically renew on a year-to-year basis unless a party gives ninety (90) day written notice of its intention not to renew. The Districts may only terminate this Agreement prior to the end of a term if all Districts act to terminate and give DISD ninety (90) days' written notice of such intent to terminate this Agreement. This Agreement shall automatically terminate should DISD and the Town terminate the Town Agreement or should the Town Agreement expire. A true and correct copy of the Town Agreement is attached to this Agreement as "Exhibit A" and is incorporated by reference.

CONTRACT FUNDING AMOUNT.

The Districts agree to pay to DISD an annual sum of One Hundred Thirty-Nine Thousand Eight Hundred Thirty-Nine and 36/100 Dollars (\$139,839.36), [the "Annual Funds"] for the first year of this Agreement and for the remaining years the Town's Agreement remains in effect for the purpose of assisting DISD in the costs of the Officers. Districts acknowledge and understand that the Town's Agreement provides that the Town will provide DISD with an annual invoice on or before May 31st of each year. DISD agrees to provide Districts with a copy of said invoice upon its receipt of same from the Town and in the event the invoice reveals an increase in costs to DISD, then the Districts, if sufficient funds exist and upon approval of the invoice by each District, shall increase their contribution that year in a proportional amount.

Throughout the term of this Agreement, the Annual Funds shall be paid in quarterly installments beginning no later than the fifteenth (15th) day of the months of October, January, April, and July.

The Districts also agree to make a one-time payment of Fifty-Seven Thousand Seven Hundred and no/100 Dollars (\$57,700.00) for the purchase of one Patrol Vehicle (the "Vehicle Funds").

The payments (the "Payments") of the Annual Funds and Vehicle Funds shall be made by District No. 11-A, on behalf of the Districts. Districts No. 8-A, No. 8-B, No. 11-B, and No. 11-C shall reimburse District No. 11-A for their respective shares of the Payments in accordance with the determination of pro-rata shares detailed in that certain Agreement for Independent Contractor Services Relating to District Management, as amended, entered into between the Districts and Advantage Leadership Resources.

PAYMENT DUE DATE.

The Vehicle Funds and first payment of the Annual Funds shall be due within thirty (30) days of the date of the last party's execution of this Agreement. Future payments of the Annual Funds during the term of this Agreement shall be made quarterly as described in the previous section of this Agreement, with the first payment for each new school year being on July 1st of the new

school year, until this Agreement expires or is terminated. The payments of the Annual Funds and Vehicle Funds shall be delivered to DISD at the address listed in the Notices section of this Agreement.

USE OF PAYMENT

DISD agrees to expend the Annual Funds and Vehicle Funds solely for the costs incurred to provide the Officers and Patrol Vehicle to the Schools under the Town Agreement.

DISD SERVICES.

The services provided by DISD under this Agreement shall consist of DISD's obligations and services under the Town Agreement, which is attached as Exhibit "A." DISD agrees that it shall comply with its obligations under the attached Town Agreement, and DISD acknowledges that the Districts shall look to DISD to be responsible for cooperating with the Town for the planning, organization, assignment, direction, and supervision of Town personnel. DISD acknowledges that its failure to comply with its obligations under the attached Town Agreement shall constitute a default of this Agreement.

LIAISONS.

DISD shall designate a liaison to act on behalf of DISD, and to serve as "DISD Liaison Officer" for DISD. The DISD Liaison Officer will make or receive requests and confer upon matters concerning the delivery of security services to the Schools. The Districts will observe and utilize the DISD Liaison Officer who will devote sufficient time and attention to the execution of said duties on behalf of DISD in the furtherance of the purposes, terms, and conditions of this Agreement for the mutual benefit of DISD and Districts.

DISD Liaison Officer:

Jeff Russell, Area Superintendent
Dennis E. Stephens Central Administration Building
1307 North Locust Street
Denton, Texas 76201
Telephone Number: (940) 369-0039
Fax. Number: (940) 369-4984
Email: JRussell@Dentonisd.org

Districts shall designate as representative to act on behalf of Districts, and to serve as "District Liaison Officer" for the Districts. The Liaison Officer will devote sufficient time and attention to the execution of said duties on behalf of Districts in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of Districts and DISD.

District Liaison Officer:

RESPONSIVENESS.

DISD will give prompt consideration to all requests from Districts routed through the District Liaison Officer regarding delivery of services under this Agreement. DISD will make every effort to comply with these requests as long as they are consistent with the law and the operations of the Town.

LIABILITY.

DISD understands and agrees that DISD, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of Districts. DISD shall not be required to indemnify nor defend the Districts for any liability arising out of the wrongful acts of employees or agents of the Districts to the extent allowed by Texas law. The Districts shall not be required to indemnify nor defend DISD for any liability arising out of the wrongful acts of the Officers, or employees or agents of DISD, to the extent allowed by Texas law.

This Agreement is made for the express purposes of providing public safety services, which both parties recognize to be a governmental function. Except as hereinafter provided neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any cause of action for the benefit of third parties.

NOTICES.

The Parties designate the following addresses for notices required by this Agreement:

DISTRICTS:

Jonathan Finke
c/o Crawford & Jordan, LLP
19 Briar Hollow Lane, Suite 245
Houston, Texas 77027
Telephone Number: (713) 621-3707
Fax Number: (713) 621-3909

DISD:

Jeff Russell, Area Superintendent
Dennis E. Stephens Central Administration Building
1307 North Locust Street
Denton, Texas 76201
Telephone Number: (940) 369-0039
Fax. Number: (940) 369-4984
Email: JRussell@Dentonisd.org

TIME AWAY FROM WORK.

DISD agrees and understands that upon being timely notified by the Town it will notify the District Liaison Officer three (3) business days before an Officer takes vacation or training leave. DISD upon being notified by the Town will promptly notify the District Liaison Officer in the event an Officer is requesting sick leave.

RECOURSE.

Districts' recourse for DISD and the Town reducing the number of Officers or police motor vehicles will be the right to make proportionate reduction in the funds to be paid as provided herein. The proportionate reduction will be determined by mutual agreement of DISD and Districts, or their designees.

DISPUTES.

Any dispute arising from the failure of either DISD or the Districts to agree on proportionate reduction will be determined by mutual agreement of the DISD Liaison Officer and the District Liaison Contact, and/or their designees.

Any dispute arising from the failure of either DISD or the Districts to agree on proportionate reduction in fees will be first submitted to non-binding mediation. Each party will pay one-half (1/2) of the cost of expense of said mediation.

It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning proportionate reduction in fees and duty to pay. Any other disputes or conflicts involving damages or claimed remedies outside the scope of disputes concerning proportionate reduction in fees and duty to pay will be referred to a court of competent jurisdiction.

VENUE.

This agreement will be governed and construed according to the laws of the State of Texas. This Agreement shall be performed in Denton County, Texas.

SEVERABILITY.

The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between DISD and the Districts and supersedes all prior negotiations, representations and/or agreements, either written or oral as pertaining to the subject matter of this Agreement. The terms and conditions in this Agreement may be amended only by written instrument signed by both DISD and the Districts.

AUTHORIZED OFFICIALS.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

ASSIGNMENT.

The rights and obligations of a Party under this Agreement may not be assigned without the prior written consent of all the other Parties, which shall not be unreasonably withheld. This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the Parties.

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DENTON INDEPENDENT SCHOOL DISTRICT

Mia Price, President
Board of Trustees

ATTEST:

Barbara Burns, Secretary

**Denton County Fresh Water Supply
District No. 8-A**

_____, President
Printed Name

**Denton County Fresh Water Supply
District No. 8-B**

_____, President
Printed Name

**Denton County Fresh Water Supply
District No. 11-A**

_____, President
Printed Name

**Denton County Fresh Water Supply
District No. 11-B**

_____, President
Printed Name

**Denton County Fresh Water Supply
District No. 11-C**

_____, President
Printed Name