

STATE OF TEXAS

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COUNTY OF DALLAS

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**INTERLOCAL COOPERATION AGREEMENT
SCHOOL RESOURCE OFFICERS PROGRAM**

SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT

This Interlocal Cooperation Agreement ("Agreement") is made by and between the City of DeSoto, Texas ("City") and DeSoto Independent School District ("DISD"), (individually as the "Party" or collectively as the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, Chapter 791 of the Texas Government Code, as amended, provides authorization for units of local government to enter into Interlocal Cooperation Agreements to perform governmental functions and services; and

WHEREAS, the City desires to provide peace officers to DISD; and

WHEREAS, DISD desires to use City peace officers at DISD campuses and facilities; and

WHEREAS, the Parties desire to enter into this Agreement to jointly fund the School Resource Officer Program ("SROP");

NOW THEREFORE, in consideration of the mutual promises and benefits contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follow:

**Article I
Term**

- 1.1 The Initial Term of this Agreement is for one (1) year, commencing on the last date of its execution by all Parties, and shall automatically renew for successive one-year terms on the anniversary date of the expiration of the Initial Term unless either Party provides to the other Party written notice to terminate ninety (90) days prior to the expiration of the then-current term. Either Party may terminate this Agreement by providing the other Party ninety (90) days prior written notice.
- 1.2 Either Party may terminate this Agreement by giving the other Party ninety (90) days prior written notice thereof. Any fees due or owed by DISD under this Agreement as of the date of termination shall be paid by DISD to City within thirty (30) calendar days after receipt of final invoice from City.

Article II Financial Obligation

Each Party represents and covenants that its respective financial obligations and liability hereunder shall constitute operating expenses of such Party payable from funds annually budgeted and appropriated therefore.

Article III School Resource Officer Program

- 3.1 City and DISD agree to jointly fund the School Resource Officer Program ("SROP") in accordance with the terms set forth herein.
- 3.2 City agrees to assign four (4) full time police officer to serve as School Resource Officer who shall be, at all times, under the control and supervision of the City. The City shall provide the full time School Resource Officer with a motor vehicle and other materials and equipment normally furnished to City police officers. Full time City personnel who are assigned to perform School Resource Officer duties pursuant to this Agreement shall receive the same wage, salary, pension, and other compensation for the performance of such duties, including injury or death benefits, and worker's compensation benefits as though the service had been rendered to the City. All medical expenses, wages and disability payments, pension payments, damage to equipment and clothing expenses shall be paid by the City. DISD shall bear the cost of school related training, travel and lodging for training related to SRO duties and functions. Costs for other police related training shall be paid by the City. Any property or equipment furnished by the City for use by a School Resource Officer in carrying out the duties set forth under this Agreement shall be owned and maintained by the City during the time services are being performed.
- 3.3 DISD agrees to provide each School Resource Officer with an adequate office, a personal computer and computer support, supplies and equipment as needed. DISD shall be responsible for any equipment provided the School Resource Officer beyond the normal issuance of equipment for a City police officer. Such costs shall be approved by DISD prior to purchase and included in the monthly invoice as provided by Section 3.5 hereof.
- 3.4 City and DISD shall bear the cost of the funding of the salary (including overtime with prior approval), and other benefits for each full time City police officer assigned duties as a School Resource Officer pursuant to this Agreement. DISD shall pay fifty percent (50%) for funding the School Resource Officer's salary, and the City shall pay the remaining fifty percent (50%). DISD shall pay eighty percent (80%) for funding the School Resource Officer's overtime, and the City shall pay the remaining twenty percent (20%). The total cost to DISD for services included in this agreement shall not exceed two hundred forty seven thousand two hundred twenty-five dollars (\$247,225). If DISD requests additional Officers, other than the four (4) assigned to work as School Resource Officers as provided by Section 3.2, then DISD shall bear the total costs, including overtime, for those officers not assigned as School Resource Officers. City shall, on the 15th day of each month, provide DISD with a detailed itemized

invoice for its respective share of the cost of the salary, overtime compensation and other benefits for each City police officer assigned duties as a School Resource Officer for the previous calendar month which shall be due upon receipt. DISD shall pay the City the monthly invoice in full within thirty (30) calendar days after receipt of such invoice.

3.5 City police officers shall have the SRO Program as their primary duty and will not be regular assigned additional police duties. City reserves the right, however, to reassign any or all officers temporarily in the event of an emergency. City Police officers assigned duties as a School Resource Officer shall:

- a. develop contacts with all principals on all DISD campuses and assist in providing proactive responses to any school crime problems;
- b. assist DISD with its Gang Resistance Prevention Program and comprehensive safety program;
- c. work closely with and coordinate with the Youth Services Investigator;
- d. provide law enforcement services to include, but not limited to, the investigation, detection and enforcement of State and local criminal laws at DISD campuses and facilities;
- e. provide assistance in the intervention of failure to attend school issues, including residence verification;
- f. provide assistance, but not perform, student or administrative searches of DISD facilities, students or personnel;
- g. monitor campuses during transition periods and lunch as often as possible; and
- h. be visible during class transition times where students are in hallways, corridors, and other commons areas as often as possible.
- i. Build positive relationships with students, parents, and DISD personnel to serve as a resource for the school community.

Article IV Miscellaneous

4.1 Notice. Any notice, demand or request required or permitted to be delivered hereunder shall be deemed received when delivered in person or sent by United States mail, postage prepaid, certified mail, addressed to the party at the address set forth below:

To DISD: Superintendent of Schools
 DeSoto ISD
 200 E. Belt Line Road
 DeSoto, Texas 75115

To City: Chief of Police
 City of DeSoto
 211 East Pleasant Run Road
 DeSoto, TX 75115

Any Party may, at any time, by written notice to the other Party, designate different or additional persons or different addresses for the getting of notices hereunder.

- 4.2 **Legal Construction.** No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date of this Agreement and duly executed by both parties.
- 4.3 **Governing Law.** The obligation and undertakings of each of the Parties to this Agreement are and shall be performed in Dallas County, Texas. The validity of this Agreement and any of its terms and provisions, as well as the right and duties of the parties, shall be governed by the laws of the State of the Texas; and any venue for any action concerning this Agreement shall be in Dallas County, Texas.
- 4.4 **Entire Agreement.** This Agreement embodies the complete understanding of the Parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties and relating to the matters in this Agreement.
- 4.5 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if valid, illegal, or unenforceable provision had never been contained in this agreement.
- 4.6 **Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 4.7 **Immunity.** Nothing in this agreement, or any other attachment, shall be construed to affect, alter, or modify the immunity of either party under the Texas Civil Practice and Remedies Code.
- 4.8 **Third Parties.** This Agreement does not create any third-party beneficiaries. Nothing in this Agreement, or in the Administrative Regulations, or any other attachment shall be construed to create, expand, or form a basis for liability to any third-party under any theory of law against either City or DISD unless such a basis exists independent of this Agreement under State and Federal Law.

Approved as to form:

By: Cynthia Rincon 7/30/2023
General Counsel, DeSoto Independent School District

Joseph G. P. P.
Attorney for City of DeSoto

EXECUTED this 23 day of July 2023.

City of DeSoto, Texas

By: [Signature]

Name: Rachel Proctor

Title: Mayor - City of DeSoto

EXECUTED this 23 day of July 2023.

DeSoto Independent School District

By: [Signature]

Name: Dr. Usamah Rodgers

Title: Superintendent

ATTEST:

Secretary, Board of Trustees