

POLICE / SCHOOL LIAISON INTERLOCAL AGREEMENT

This Agreement is entered into this 6th day of July, 2017, between the City of Corinth, 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 considerations, 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) for the School Liaison Program for the CITY's 2017-2018 fiscal year, to serve as a school resource officer, assigned to the following duties in and on the grounds of the Bettye Myers Middle School during normal teacher workdays in the active school year, which generally includes 187 days during each calendar 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 a suitable office space and telephones for the use by the School Resource Officer, (SRO), but all other operational expenses shall be paid by the CITY. The City of Corinth Chief of Police ("Chief") shall meet and confer with the campus principals from time to time, to establish mutually agreeable operational policies for the SRO. However, nothing in this Agreement shall abridge the right and responsibility

of the Chief to assign, replace, discipline or otherwise supervise the activities of the SRO. The SRO assigned to DISD shall be subject to the approval of the DISD Superintendent. 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 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 Bettye Myers Middle School during 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 peace officers hired for these purposes. The SRO should arrive on time at Bettye Myers Middle School and should not leave early except for unforeseen circumstances.

C. Information Sharing:

1. The Corinth 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 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 Corinth Police Department agrees 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 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. The SRO shall report to the Lieutenant of Support Service, Assistant Chief of Police, and the Chief. While on campus, the SRO will report directly to the assistant principal and principal regarding the daily routine and communication issues on campus and then report to the DISD superintendent.

E. The SRO shall act as any other Corinth paid full-time police professional. The SRO is 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. The SRO 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 at Bettye Myers Middle School is to provide the services described in this Agreement, not the enforcement of traffic violations except where the public safety may be at risk.

II. TERM OF THE AGREEMENT

The term of this Agreement shall commence on the 1st day of July 2017, and will end at midnight, June 30, 2022, unless earlier terminated as provided herein.

III. PAYMENT FOR SERVICES

- A. DISD shall pay CITY the sum of \$82,854.00 for services rendered for 2017-18 (the Annual Payment) no later than October 15, 2017. The Annual Payment formula and calculation for this payment is set forth in Exhibit A attached hereto and incorporated by reference herein. The calculation is based upon 75% of the cost of the current salary and benefits of a full-time officer at the 9th pay step level of a police officer, current as of the date this agreement is signed by both parties and, for each following year the salary and benefits of a full-time officer at the 9th pay step level of a police officer as of May 31 for that year.
- B. For years two through five of this Agreement, on or before each May 31, the CITY shall provide DISD an invoice of the costs to be paid for funding the SRO for the following fiscal year. DISD shall notify the CITY in writing, as provided in Section IX, no later than July 15 of each year, of its election to terminate the Agreement. If the number of SROs is changed, the amount owed under this Agreement shall be changed by mutual agreement of the parties.
- C. DISD shall not be relieved of its obligation to pay the amounts described in this Agreement in the event a SRO is absent due to sick leave, subpoena or court appearance, worker's compensation, or emergency, military, or bereavement leave. However, if the SRO is absent more than 5 (five) consecutive school days, the SRO shall be replaced with a suitable replacement or payment shall be reduced on a prorated basis. The parties agree that every effort should be made to schedule and/or designate vacation days, compensatory time, and other days off at times when school is not in session or at other times when the absence of the SRO will not otherwise create an unnecessary risk or hamper school operations.
- D. In the event CITY exercises its right to reassign the officer when in the sole judgment of CITY his services are required in response to a citywide or major emergency for more than 5 (five) consecutive school days, payment for service shall be reduced on a prorated basis.

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 the SRO, 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 employee 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, and without prejudice by giving ninety (90) days' written notice of termination. No termination will relieve the obligation of DISD to pay CITY of any amounts due and payable for services performed hereunder prior to termination. CITY shall refund to DISD any pro rata pre-paid amounts for services after the date of termination. This Agreement may be terminated by any party upon no less than thirty (30) days written should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

- 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 P.O. Box 2387, Denton, Texas 76202.
- D. Notices to CITY shall be deemed given when delivered in person to the City Manager 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 3300 Corinth Parkway, Corinth, Texas 76208.
- 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, and 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, 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, 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 CORINTH, CITY

Bob Hart, City Manager

ATTEST:

Kim Pence, City Secretary of Corinth

**DENTON INDEPENDENT
SCHOOL DISTRICT, DISD**

Dr. Jamie Wilson
Superintendent, Denton ISD

ATTEST:

Printed Name: _____

Title: _____

"Attachment A"

School Resource Officer Rates for FY 2017-18

<i>Base Salary</i>	\$66,706.00
<i>Overtime Pay</i>	\$3,573.00
<i>Certification Pay</i>	\$1,080.00
<i>Longevity</i>	\$720.00
<i>Health Insurance</i>	\$22,129.00
<i>Dental Insurance</i>	\$992.00
<i>Life & Disability</i>	\$293.00
<i>IPS Fees</i>	\$208.00
<i>PHS Fees</i>	\$114.00
<i>TMRS</i>	\$11,481.00
<i>EAP Fees</i>	\$19.00
<i>Cobra Fees</i>	\$7.00
<i>Workers Comp</i>	\$1,888.00
<i>Medicare</i>	\$1,083.00
<i>TEC</i>	\$180.00
<i>Total Wages & Benefits:</i>	\$110,473.00

Contributions from Both Parties

<i>Denton ISD (75% of total wages and benefits):</i>	\$82,854.00
<i>City of Corinth (25% of total wages and benefits):</i>	\$27,619.00
<i>Total Wages and Benefits:</i>	\$110,473.00