

**City of Aubrey**  
**107 S Main**  
**Aubrey, TX 76227**  
**940-440-9343 (Office)**

**940-365-1215 (Fax)**

**Nancy Downes**  
**City Secretary** PH 2: 39  
**nmdownes@aubreytx.net**  
**940-391-7847 (Cell)**

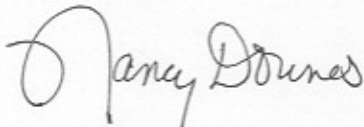
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*August 26<sup>th</sup>, 2009*

Please return one executed copy of Interlocal Cooperation Agreement to the following address:

City of Aubrey  
Nancy Downes  
107 South Main  
Aubrey, TX 76227

Thank you,



*"Employees Working TOGETHER As a Team"*

**Resolution Number 400-09**  
**INTERLOCAL COOPERATION AGREEMENT**  
**FOR LAW ENFORCEMENT SERVICES**  
**NAVO SRO**

THIS AGREEMENT (hereinafter referred to as the "Agreement"), is made and entered into by the City of Aubrey, Texas, a municipal corporation, (hereinafter referred to as "Aubrey"), and the Denton Independent School District

**RECITALS:**

WHEREAS, Denton Independent School District is desirous of providing its students and staff with full-time law enforcement protection and services; and

WHEREAS, Aubrey is desirous of furnishing full-time law enforcement protection and services to Denton Independent School District; and

WHEREAS, the parties hereto desire to enter into this Agreement to provide law enforcement protection and services at the highest level possible for both parties in accordance with the terms and conditions set forth herein; and

WHEREAS, all payments to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, the parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder and is in the best interest of each party; and

WHEREAS, this Agreement shall be in conformance with Chapter 791 of the Texas Government Code, more commonly known as the "Interlocal Cooperation Act."

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES HERETO AGREE TO THE FOLLOWING:**

- Section 1. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Section 2. **Term.** This Agreement shall be for a term of twelve (12) months commencing on September 1, 2009 ("Effective Date"), and ending on August 31, 2010. Aubrey agrees to prepare and have submitted to Denton Independent School District its proposal for each renewal year not later than August 1st of the then current year. Notwithstanding anything herein to the contrary, however, this Agreement may be terminated pursuant to the provisions of Section 7.
- Section 3. **Scope of Services.** Aubrey hereby agrees to provide Denton Independent School District the following equipment, services, and personnel, (Section 3, a. – m. hereinafter collectively referred to as "police services"):

- a. (i) A School Resource Officer to provide routine campus patrols, crime prevention/awareness, criminal investigations, classroom instruction, and otherwise enforce the laws of the State of Texas in such a manner as to provide adequate police services considering factors such as, but not limited to, housing densities, commercial development, roadway conditions, and traffic flow. It is specifically understood that one (1) officer shall be assigned to a district that includes all of Denton Independent School District Campuses in the Aubrey Area. It is further understood that (A) the officer assigned to the Denton Independent School District may, from time to time, be required to respond to calls or otherwise provide services outside of the Denton Independent School District and (B) that, from time to time, an officer assigned to another district in Aubrey may provide services in the Denton Independent School District. The parties agree that the coverage described hereinabove constitutes adequate police services.  
(ii) Upon the specific request from Denton Independent School District and subject to the availability of police personnel, Aubrey shall make available additional police personnel at the overtime rate set forth in Section 4(d) herein. Manual traffic control and direction shall be provided at the overtime rates specified herein.
- b. Answering and/or responding to calls for police assistance on a 24-hour basis.
- c. Arranging for and/or coordinating jail capacity and services for housing Denton Independent School District prisoners, including providing booking services.
- d. All human resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide services to Denton Independent School District, including providing all employee policies and procedures and the administration thereof.
- e. All general and personal liability coverage necessary for the adequate protection of Aubrey personnel providing said police services to Denton Independent School District at the same level of protection afforded officers and employees while performing the same or similar duties in Aubrey, provided however, that neither party shall be responsible for the other party's employee retirement and/or pension benefits.
- f. Conduct all crime reporting and maintain Aubrey's standard law enforcement activity reports/statistics pertinent to Denton Independent School District for the purpose of providing Denton Independent School District performance measures relating to services provided by Aubrey in accordance with this Agreement.
- g. Designate the Mayor of Aubrey (or a Council Member appointed by the Mayor) to act on behalf of Aubrey, and to serve as "Aubrey Liaison Officer" for Aubrey. The Aubrey Liaison Officer will make or receive requests and confer upon matters concerning the delivery of law enforcement services to Denton Independent School District. The Aubrey Liaison Officer will devote sufficient time and attention to the execution of said duties and will provide immediate and direct supervision of the Aubrey Police Department employees, agents, contractors, sub-contractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of Denton Independent School District and Aubrey. The Aubrey Liaison Officer will cause the Aubrey Police Department to respond to any non-emergency inquiries from the Denton Independent School District Liaison Officer within 24 hours from the receipt of the inquiry.

- h. The Chief of Police for the Aubrey Police Department will be solely responsible for planning, organizing, assigning, directing and supervising the Aubrey personnel under this Agreement. The rendition of service, the standard of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed will be solely determined, directed and performed by the Aubrey Police Department; provided however, that the Aubrey Police Department may consult with the Denton Independent School District Liaison Officer concerning such matters.
- i. Give prompt consideration to all requests from Denton Independent School District routed through the Denton Independent School District Liaison Officer or dispatch regarding the delivery of law enforcement services under this Agreement. Aubrey will make every reasonable effort to comply with such requests as long as they are consistent with the law and the Policy Manual of the Aubrey Police Department.
- j. Submit written reports of any and all activity within Denton Independent School District as soon as reasonably possible after the 10<sup>th</sup> of the month for the services provided during the prior month. Such reports shall include the response time for all activity reported within Denton Independent School District.
- k. Add and maintain a Denton Independent School District logo, acceptable to the parties, to any patrol vehicles utilized in Denton Independent School District. This logo will be no larger than the official City of Aubrey logo and will be in a contrasting color from the Aubrey Police Department logo and will not be the primary visual focus on the patrol vehicles. At no time will the police insignia that is worn by the officers of the Aubrey Police Department be changed except under renegotiation of this Agreement.
- l. Provide staff and/or students of Denton Independent School District with the same access to Aubrey's Police chief, officers, and employees as is provided to Aubrey's citizens and residents.

Section 4. **Denton Independent School District' Obligations.** Denton Independent School District agrees to perform the following:

- a. Pay the sum of Sixty eight Thousand One Hundred Ninety Eight Dollars and 70 Cents (\$68,198.70) to Aubrey for the police services described in Section 3(a)(i) for the twelve-month period beginning with the Effective Date, and ending August 31 2010, said sum to be paid in four equal installments of Seventeen Thousand forty nine Dollars and 68 Cents) payable on or before September 1, 2009; December 1, 2009; March 1, 2010; and May 1, 2010. During any renewal terms of this Agreement (per Section 2), Denton Independent School District' payment obligation shall be as set forth in the proposal submitted by Aubrey for such year pursuant to the terms of Section 2. The amounts due for each year shall be payable in four (4) equal installments on September 1, December 1, March 1, and May 1 of such year.
- b. Pay any actual, out of pocket non-personnel costs incurred by the Aubrey Police Department in connection with any criminal matters and/or investigations undertaken by, for or within Denton Independent School District.
- c. Pay all jail fees associated with persons arrested in Denton Independent School District.
- d. In the event Denton Independent School District specifically requests police overtime or any of the services described in Section 3(a)(ii) or in the event Aubrey provides the

services described in Section 3 (l), pay any overtime charge for Aubrey Police personnel at the actual overtime rate for the officer(s) performing the requested service. Denton Independent School District shall pay for any such overtime charges upon receipt of an invoice issued by Aubrey.

- e. Designate a Liaison to act on behalf of Denton Independent School District, and to serve as "Denton Independent School District Liaison Officer" for the community. The Denton Independent School District Liaison Officer will devote sufficient time and attention to the execution of said duties on behalf of Denton Independent School District and will provide immediate and direct supervision of Denton Independent School District ' employees, agents, contractors, and/or laborers, if any, in the furtherance of the purpose, terms and conditions of this Agreement for the mutual benefit of Denton Independent School District and Aubrey. Denton Independent School District will notify Aubrey as to the designation of "Denton Independent School District Liaison Officer" for Denton Independent School District if the Denton Independent School District Liaison Officer is a person other than the Superintendent of Denton Independent School District.

Section 6. **Revenues Retained.** All revenues, fines, and forfeitures that may be generated by the performance of law enforcement duties within the boundaries of Denton Independent School District Aubrey area campuses shall be retained by Aubrey Police Department.

Section 7. **Termination**

- a. This Agreement may be terminated at any time, by either party giving 90 days written notice to the other party to the addresses provided herein. In the event of such termination by either party, Aubrey will be compensated for all services performed to the termination date, which will be the date 90 days after the date of the notice of termination, together with any payments then due and as authorized by this Agreement.
- b. If Denton Independent School District fails to make the payments required by Section 4(a) as and when due or fails to make any other payment due under the terms of this Agreement to Aubrey within thirty (30) days after the date of billing for any invoiced amounts, Aubrey, at its discretion, may suspend all services until payment is received or may terminate this Agreement by giving proper notice. Denton Independent School District will not be entitled to a reduction in the amounts due under Section 4(a) for any period during which service is suspended for non-payment.
- c. Denton Independent School District ' recourse for failure of Aubrey to furnish law enforcement services under this Agreement will be the right to make a proportionate reduction in the fee to be paid (as determined by mutual agreement of the parties) or to terminate this Agreement by giving proper notice.
- d. If this Agreement is terminated, the vehicle and equipment purchased for the Denton Independent School District Aubrey area campuses pursuant to Section 4(e) will be relinquished to The City of Aubrey provided however, that any equipment purchased by the City of Aubrey for use in said vehicle shall be retained by Aubrey.

Section 8. **Notices.** All written notices shall be sent to the following parties by certified mail-return receipt requested:

**Aubrey**  
Mayor  
City of Aubrey  
107 S. Main ST  
Aubrey, Texas 76227

**Denton Independent School District**  
Superintendent  
Denton Independent School District  
1307 N. Locust St  
Denton TX, 76201

- Section 9. **Dispute Resolution.** In order to ensure an effective relationship between the parties and to provide the best possible police services, it is mutually agreed that all questions arising under this Agreement shall be handled and resolved between the Mayor of Aubrey and Denton Independent School District (as ratified by the respective governing bodies). Any issues not resolved under the terms of this section shall be referred to the respective governing bodies for resolution, and the parties hereby agree to the appointment of a court-certified mediator to assist in resolving said dispute as a prerequisite to the filing of any lawsuit over such issues. Any such mediation shall be held within thirty (30) days of a demand therefore by any party. If one party fails or refuses to mediate within such thirty (30) day period, the other party may proceed to enforce its rights in a court of competent jurisdiction.
- Section 10. **Jurisdiction.** By this Agreement, Denton Independent School District grants full and complete authorization and jurisdiction to Aubrey for all police services provided by Aubrey contained in this Agreement. Said jurisdiction shall apply to the Aubrey Area Campuses of the Denton Independent School District.
- Section 11. **Venue.** Venue for any legal dispute arising pursuant to this Agreement shall be in Denton County, Texas.
- Section 12. At all times during the term of this Agreement, all police officers and employees shall be solely under the supervision and control of the Chief of Police of Aubrey or his/her duly authorized representative.
- Section 13. Both parties mutually agree that (i) Aubrey is an independent contractor, (ii) that Aubrey shall have exclusive control of the performance of services hereunder, and (iii) that employees of Aubrey in no way are to be considered employees of Denton Independent School District.
- Section 14. **Indemnification.** Denton Independent School District agrees to hold harmless, save and indemnify Aubrey for any and all claims for damages, personal injury and/or death that may be asserted against Aubrey arising from Denton Independent School District ' negligence or its performance hereunder, save and except for intentional acts or acts of gross negligence by Aubrey. Aubrey agrees to hold harmless, save and indemnify Denton Independent School District for any and all claims for damages, personal injury and/or death that may be asserted against Denton Independent School District arising from Aubrey's negligence or its performance hereunder, save and except intentional acts or acts of gross negligence by Denton Independent School District . The foregoing notwithstanding, the parties hereto reserve the right to assert all available legal defenses and all protections and limitations of liability provided by the Texas Tort Clams Act and the Texas Constitution relative to these parties.

The provisions of this indemnification are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any person or entity.

Section 15. Waiver of Breach. No waiver by either party of any default or breach of a term or condition of this Agreement by the other party may be treated as a waiver of any subsequent default or breach of the same or any other term or condition of this Agreement.

Section 16. This Agreement may only be modified, changed or altered at any time upon mutual agreement of the parties, provided that any such modification, change and/or alteration be reduced to writing and approved by the governing bodies of Aubrey and Denton Independent School District .

IN WITNESS WHEREOF, we have hereunto set our hands this the \_\_\_\_ day of \_\_\_\_\_, 2009, in duplicate originals.

CITY OF AUBREY, TEXAS

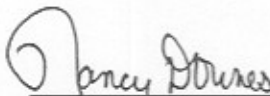
DENTON INDEPENDENT SCHOOL DISTRICT , TEXAS

  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Superintendent

ATTEST:

ATTEST:

 8/18/09  
\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Secretary

