

**STATE OF TEXAS
COUNTY OF DENTON**

**INTERLOCAL AGREEMENT BETWEEN THE
DENTON INDEPENDENT SCHOOL DISTRICT AND CITY OF DENTON, TEXAS**

This Agreement is between the Denton Independent School District (Denton ISD), for and on behalf of the LaGrone Academy Practicum of Law, Public Safety, Corrections, and Security Program, hereinafter sometimes referred to as “School” in this Agreement, and City of Denton, Texas, on behalf of the Denton Police Department, hereinafter sometimes referred to as “Facility” in the Agreement, is entered into pursuant to the Texas Government Code Chapter 791, Interlocal Cooperation Contracts. Denton ISD and the City of Denton are referred to individually as “Party” and are collectively referred to herein as “Parties.”

WITNESSETH:

WHEREAS, it is agreed by the parties to be of mutual interest and advantage that the students and faculty of the school be given opportunity to utilize the Facility as a practice laboratory and for educational purposes.

NOW, THEREFORE, for and in consideration of the foregoing and in further consideration of the mutual benefits, the parties to the Agreement agree as follows:

(1) The term of this Agreement shall be in effect through the 2021/2022; 2022/2023; 2023/2024 school terms. This Agreement shall commence on September 1, 2021 and expire on May 31, 2024.

(2) Definitions:

(a) “Student” shall mean an individual enrolled with the Denton ISD pursuant to Denton ISD Policy FD (Legal and Local), and individuals from other school districts enrolled in the Career & Technical Education programs of the Denton ISD who are participating in the LaGrone Academy Law Enforcement Internship.

(b) “Faculty” means an individual who is employed by School.

(3) The Facility will permit students of the School to observe routines and procedures under the direct supervision and responsibility of an employee of the Facility. Students may, at the discretion of the Facility, perform any duties that the Facility deems safe and legal (not involving invasive procedures or dealing with private personnel information).

(4) The number of students in the Facility will be mutually agreed upon between the School and the Facility at the beginning of each semester.

(5) The period of assignment shall be during regular School academic sessions except in the instance of special arrangements, such as for workshop participants.

(6) The School will provide the Facility with the names of the students who are enrolled in the Denton Independent School Districts Practicum of Law, Public Safety, Corrections and Security Program.

(7) The School will not discriminate against any applicant for enrollment in its course of study because of race, color, creed or national origin.

(8) The School shall take/make all reasonable efforts to see that all student and faculty members are instructed in the need to respect the confidential nature of all information which may come to them with respect to any records. A copy of the Criminal Justice Information Security policy is attached hereto as Exhibit A. Any student or faculty member found to be in violation of the Facility's confidentiality requirements will be summarily dismissed. Facility shall not disclose student records, as defined by Denton ISD Policy FL (Legal), attached as Exhibit B, without the prior written approval of Denton ISD.

(9) Representatives of the School and the Facility shall meet as often as necessary to study the Practicum of Law, Public Safety, Corrections, and Security Education Program and terms of this Agreement and make such suggestions and changes as needed.

(10) It is understood between the Parties that under no circumstances shall any member of the School's student body or faculty be considered an agent or employee of the Facility. This will be stated on the individual's name tag.

(11) School personnel, faculty and students will be subject to the rules and regulations established by the Facility or the division within the Facility to which they are assigned.

(A) The facility will charge the School no fees for the Practicum of Law, Public Safety, Corrections and Security experience afforded the students;

(B) The students will provide transportation to and from the Facility.

(12) The Facility shall provide a safe working environment and intern assignments should be hazard-free duty within the assigned unit of the Facility. In the event one or more of the students should, outside of regular school hours and independent of the Agreement, be employed by the Facility on a part-time or full-time basis, this article shall not apply during the hours in which such student is performing his/her duties at the Facility.

(13) The salaries and expenses of any faculty, whether instructor, supervisor or other employee of the School will be paid by the School. The school agrees that members of its faculty will serve as consultants and on its committees of the Facility when requested by the Facility.

(14) The Denton Police Department further agrees to assume the following responsibilities:

(A) To be responsible for providing a safe environment for the student internship.

(B) To directly supervise students in performance of all skills and procedures.

(C) To explain Facility routines, procedures, and policies followed in the Facility,

- (D) To assist in evaluating students' progress and performance.
- (E) The School and the Denton Police Department Facility each have a distinct, yet cooperative responsibility for the education of each student. The Facility will provide progress reports as needed if there are areas of concern regarding the Student's attitude or performance. The Facility retains the right to request Reassignment of the student.
- (F) Reassignment request shall be in writing and shall state the basis for the request.

(15) This Agreement provides for continuing communication between the Facility and the School as necessary to provide optimum experience for student learning. An annual evaluation and review of this Agreement is expected.

(16) This Agreement shall remain effective until terminated. Either party may terminate the Agreement without cause, upon thirty (30) days written notice to the other party. Notice shall be given by registered or certified mail to the other party at the addresses set out below:

School: Superintendent
Denton Independent School District
1307 N. Locust
Denton, Texas 76201

Facility: Chief of Police
Denton Police Department
601 E. Hickory, Suite E
Denton, Texas 76205

(17) The Facility, including all portions thereof and all equipment provided by the Facility for use, are provided "As Is." The Facility does not make any representations, warranties, or guarantees, express or implied, including, without limitation, the warranty of merchantability and the warranty of fitness for a particular purpose, relating to the Facility's premises or equipment, or Denton ISD's or its employees' or students' use of the Facility's premises or equipment thereof.

(18) To the extent authorized by law and without waiving any governmental immunity, Denton ISD agrees to hold harmless the Facility, its officers, agents, and employees from and against any and all claims or suits for injuries, damage, loss, or liability of whatever kind or character, arising out of or in connection with performance by Denton ISD, including all such claims or causes of action based upon common, constitutional, or statutory law, or based, in whole or in part, upon allegations of negligent or intentional acts of Denton ISD, its officers, employees, agents, subcontractors, licensees, and invitees.

(19) To the extent authorized by law and without waiving any governmental immunity, City agrees to hold harmless the Denton ISD, its officers, agents, and employees from and against any and all claims or suits for injuries, damage, loss, or liability of whatever kind or character, arising out of or in connection with performance by City or Facility, including all such claims or cause of action based

upon common, constitutional, or statutory law, or based, in whole or in part, upon allegations of negligent or intentional acts of City or Facility, its officers, employees, agents, subcontractors, licensees, and invitees.

(20) The Parties at their respective sole cost and expense, shall procure and maintain in full force and effect for the term of this Agreement adequate commercial general liability insurance coverage, including but not limited to general liability insurance coverage with bodily injury, with limits that are reasonable and customary for its business to cover liabilities and claims which may arise in relation to or in connection with this Agreement, but in no event less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Also, the Parties' insurance coverage must include property damage limits of not less than \$250,000 per occurrence, and not less than \$500,000 aggregate. DISD may, at its sole discretion, choose to self-insure the requirements of this provision. The Parties agree to 1) provide the other Party within five (5) business days upon the receipt of a written request from the other Party, with a Certificate of Insurance with respect to all liability insurance required under this Agreement, and 2) maintain the foregoing policy or policies of insurance without material change or cancellation except upon 24 hours written notice to the other Party. The Parties may, at their sole discretion, provide their respective standard letter of self-insurance in satisfaction of this provision.

(21) This Agreement **SHALL NOT** be construed or interpreted to modify, waive, change or alter any privileges, immunities, or rights granted to, or retained by the Denton Independent School District by virtue of the statutory or common law of the State of Texas or the United States of America in regards to the learning environment and course expectation.

(22) This Agreement **SHALL NOT** be construed or interpreted to modify, waive, change or alter any privileges, immunities, or rights granted to, or retained by the City of Denton, Texas by virtue of the statutory or common law of the State of Texas or the United States of America.

(23) If either Party fails to fulfill its obligations hereunder when such failure is due to an event of Force Majeure, said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the Parties to resume performance under this Agreement. Events of Force Majeure shall mean any contingency or cause beyond the reasonable control of a Party, including, but not limited to, acts of God, riot, civil commotion, insurrection, fire, explosions, rain, or other circumstance beyond its reasonable control.

(24) If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

(25) This Agreement may not be assigned in whole or in part by any of the Parties without prior written consent of the other Party.

(26) This Agreement is entered into subject to the City Charter and Ordinances of the City of Denton as they may be amended from time to time and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and Federal law. Denton ISD enters

into this Agreement subject to its policy and applicable laws, both state and federal. Situs of this Agreement is agreed to be Denton County, Texas, for all purposes including performance and execution.

EXECUTED in duplicate originals by the parties on the day and year set forth below.

AUTHORIZED SIGNATURES:

Doug Chadwick, Board President
Denton Independent School District
1307 N. Locust
Denton, TX 76201

Date

Sara Hensley, Interim City Manager
City of Denton
215 E. McKinney
Denton, TX 76201

Date

ATTEST:

Rosa Rios, City Secretary
City of Denton

APPROVED AS TO FORM:

Aaron Leal, City Attorney
City of Denton