

INTERLOCAL AGREEMENT

This Interlocal Agreement entered into this ___ day of _____, 2013 by and between the TOWN OF ANTHONY, TEXAS a political subdivision of the State of Texas (the Town”) and the CANUTILLO INDEPENDENT SCHOOL DISTRICT, EL PASO COUNTY, TEXAS (the “School District”).

1. Recitals.

Whereas, the Town wishes to better serve the citizens of Anthony and El Paso County under CISD; **and**

Whereas, the School District wishes to have a school resource officer (“SRO”) on campus; and
Whereas, the Town and the School District are authorized to enter into this Agreement by Section 791.001, Texas Government Code;

Whereas, the agreement set forth in this Interlocal Agreement will provide efficiencies and cost savings to both the Town and the School District and will benefit the taxpayers and residents of the Town and the School District.

NOW, THEREFORE, for and in consideration of the recitals, agreements and covenants set forth herein, the parties hereby agree as follows:

2. **SRO Officer.** The Town shall assign a full-time certified peace officer to the School District to serve as a School Resource Officer (SRO). The Chief of Police shall select the person who shall serve as the SRO, subject to the consent of the School District, which shall not be unreasonably withheld. The SRO shall remain an employee of the Town and shall not be an employee of the School District during the term hereof.
3. **Duties of SRO.** The SRO shall work at the School District on a full-time basis and be present each day that the School District is open with students attending commencing at 8:30 a.m. and completing at 4:30 p.m. The SRO will not be summoned out of the campus by the ANTXPD. The SRO shall perform such duties as are assigned from time to time by the School administrators. The SRO shall coordinate with the principal of the campus. The SRO shall perform, among other duties, the following:
 - Crime prevention classes
 - Provide a high profile, at the school and on district property, as a positive role model and deterrent to drug activities and violent acts.
 - Coordinate resources to address individual and campus needs.
 - Coordinate resources along with the Anthony TX PD to address crisis situations at the district’s schools or on district property.
 - Assist the campus administrators in developing and executing the campus safety plan.
 - Be available to council students as needed based on the referral of the campus administrator or counselor.

- Education
- Safety

- 4. Salary and Benefits of SRO.** All salary and benefits of the SRO shall be paid by the Town. The School District shall have no obligation for any direct payments of salary or providing any benefits to the SRO. The School District shall pay to the Town of Anthony the sum of \$36,482.37 which shall represent the total amount due from CISD under this agreement. This amount shall be divided into and payable in twelve (12) monthly billed payments. The Town of Anthony will pay for the SRO to attend specialized training during the summer vacation if the program is extended to the following year. One (1) Police unit is provided.
- 5. Obligations of the School District.** The School District shall provide necessary resources for the SRO in the form of an office and/or desk for the SRO to perform work, a telephone in the office, office supplies, and support from the School District staff as needed. The School District shall not be obligated to provide the SRO with a vehicle, weapon or uniforms. These items shall be provided in accordance with the rules and regulations of the Town. To the extent that the SRO needs any further support or facilitates to provide the services required under this agreement, the School District and the Town shall negotiate and agree on providing such support and facilities. The School District shall have the right but not the obligation, to employ the SRO to provide security at after school or extracurricular activities in accordance with the School District's normal procedures. The SRO shall be paid by the School District such additional amounts are customarily paid for the officers performing after duty services.
- 6. Term.** The Term of this agreement shall be one (1) year, commencing on the 19 day of August, 2013 and concluding on same date of the following year.
- 7. Termination.** Either the School District or the Town may terminate this Agreement with or without cause upon 90 days written notice to the other party.
- 8. Risk Allocation.** This agreement is not intended to alter or reallocate any defense or immunity presently authorized by law, or to create or transfer any liability arising under the law. The School District and the Town will each bear liability or risk of loss for claims arising from the acts or omissions of their respective employees or agents. Each party agrees that it shall be responsible for its own Officers, agent and employees who are performing duties under this agreement, and neither shall be liable or responsible for the acts or omissions of the other's officers, agents and employees. Further, the Town shall be solely responsible and liable for any acts or omissions of the SRO while performing

the duties hereunder. The School District shall have no liability or responsibility for the acts of the SRO.

9. Miscellaneous.

- A. **Entire Agreement.** This agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings and may be amended or supplemented only by an instrument in writing and signed by both parties.
- B. **Due Authorization.** The Town Council and the Board of Trustees of the School District have duly authorized the execution of this agreement and the performance of the obligations hereunder.
- C. **Notices.** Any notice authorized or required to be given under this agreement shall be delivered or sent to the following addresses:

Town:	Town of Anthony, Texas PO BOX 1269 Anthony, Texas 79821 Attn: Mayor Luis Vela
School District:	Canutillo Independent School District 7965 Artcraft Rd El Paso, TX 79932 Attn: _____, Superintendent

- D. **Compliance with the Law.** The parties agree to comply with all local, state and federal laws, ordinances, regulations and orders.
- E. **Governing Law.** This agreement shall be governed in all respects, including effect, validity, and interpretation and shall be enforceable in accordance with the laws of the State of Texas. Venue shall be in El Paso County, Texas for any issue.
- F. **Time of the Essence.** The parties agree that time is of the essence to this Agreement and each and every provision hereof.
- G. **Severability.** If any provision of this agreement shall be held to be invalid, illegal or enforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.
- H. **Assignment Prohibited.** This agreement, its rights, duties and responsibilities may not be assigned without the prior written agreement of the parties.
- I. **Counterparts.** This agreement is being executed in, multiple counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- J. **The Police Department will provide weekly district related activity recap report.**

EXECUTED on this day and year first written above.

CANUTILLO INDEPENDENT SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: PRESIDENT, BOARD OF TRUSTEES

ATTEST:

Name

SECRETARY, BOARD OF TRUSTEES

TOWN OF ANTHONY

BY: _____

NAME: _____

TITLE: MAYOR, TOWN OF ANTHONY, TX

ATTEST:

NAME: _____

TOWN CLERK, TOWN OF ANTHONY