

STATE OF TEXAS §
 §
CITY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT FOR SCHOOL RESOURCE OFFICER

This INTERLOCAL COOPERATION AGREEMENT FOR SCHOOL RESOURCE OFFICER, hereinafter referred to as "Agreement", is made by and between City of Oak Point, a political subdivision of the State of Texas, hereinafter referred to as the "CITY", and the DENTON INDEPENDENT SCHOOL DISTRICT, an Independent School District, hereinafter referred to as the "DISTRICT".

WHEREAS, the City is a duly organized political subdivision of the State of Texas engaged in the administration of City government and related services for the benefit of the citizens of the City of Oak Point, Texas; and

WHEREAS, the District is a political subdivision of the State of Texas, located in Denton County, and a legally constituted independent school district, engaged in the provision of education and related services for the benefit of the citizens of the Denton Independent School District; and

WHEREAS, this Agreement is made under the authority granted to the City and the District pursuant to the Interlocal Cooperation Act of the V.T.C.A. Government Code § 791; and

WHEREAS, the City and the District desire to improve the efficiency and effectiveness of local governmental entities by acknowledging the need for ONE (1) SCHOOL RESOURCE OFFICER whose primary office shall be established at Dr. Rudy and Rosemary Rodriguez Middle School and all equipment necessary for the prompt and effective utilization of such officer; and shall, as time permits, also perform service at Cross Oak Elementary School.

NOW THEREFORE, for and in consideration of the mutual covenants, promises, and agreements contained herein, and for other good and valuable consideration, the City and the District for mutual consideration hereinafter stated, agree and understand as follows:

1. TERM OF AGREEMENT

1.1 This term of this Agreement will be for one (1) year beginning July, 2017 and will continue through June, 2018, at which time it will terminate.

1.2 TERMINATION: This Agreement may be terminated at any time, by either party giving thirty (30) days advance written notice to the other party. In the event of such termination by either party, City shall be compensated for all services performed to termination date, together with any reimbursable expenses then due and as authorized by this Agreement. In the event of such termination by either party, should City be overcompensated for all services performed to termination date, and/or be overcompensated for reimbursable expenses as authorized by this Agreement, then District shall be reimbursed for all such over compensation. Acceptance of said reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement. Within thirty (30) days of termination under this provision, City shall forward to District a final invoice for reimbursement to the City for personnel expenditures and District shall remit payment in full within thirty (30) days after the date of receipt of such invoice.

1.3 DEFAULT: District or City is required to give written notice of default under this Agreement, including either party's failure to comply with, or breach of this Agreement, to the

defaulting party, which details such default, omission or oversight. Such notice must be provided in writing in accordance with the notice provision of this Agreement. No oral notices will be recognized as a formal notice of default. The defaulting party has a reasonable period of time, not to exceed thirty (30) calendar days, to cure the default or to take corrective measure to correct the default. If the defaulting party fails to cure the default or to take corrective measures, the party giving notice may reduce or withhold payments or services to the defaulting party for an agreed period or amount which will not exceed thirty (30) days. Thereafter, the party giving notice may terminate this Agreement in accordance with the termination requirements of this Agreement.

2. DESIGNATION OF LIAISON

2.1 CITY LIAISON: The City shall designate the Director of Public Safety for the City, or his designated substitute, to act on behalf of City of Oak Point and the Oak Point Department of Public Safety, and to serve as "Liaison" for the City with and between City and District. The Director, or his designated substitute, shall insure the performance of all duties and obligations of the City herein stated; and, shall devote sufficient time and attention to the execution of said duties on behalf of the City in full compliance with the terms and conditions of the Agreement; and, shall provide immediate and direct supervision of the Oak Point Department of Public Safety 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 City and District.

2.2 DISTRICT LIAISON: The District shall designate the Superintendent, or his designee, to act on behalf of District, and to serve as "Liaison" for the District with and between City, and the Oak Point Department of Public Safety, to insure the performance of all duties and obligations of District herein stated, and said Liaison, or his designated substitute shall devote sufficient time and attention to the execution of said duties on behalf of District in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of District employees, agents, contractors, and/or laborers, if any; in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of District and City.

2.3 District and City covenant and agree to fully cooperate with the other party in monitoring the effectiveness of the services and work to be performed under this Agreement, and City and District shall have access at all reasonable hours to offices and records of the other party, its officers, members, agents, employees and subcontractors for the purpose of such monitoring, such access being subject to the limitations and requirements under the Texas Public Information Act and the Family Education Rights and Privacy Act.

3. FINANCIAL PROVISIONS

3.1 COMPENSATION: In exchange for the provision of the One (1) School Resource Officer and the Oak Point Department of Public Safety support services for the School Resource Officer, the District agrees to pay the City a sum totaling the reasonable and necessary expenses more fully described in *Exhibit "A", City of Oak Point Budget Impact Statement*. Said payments made by District to City shall be used by the City for reasonable and necessary law enforcement equipment and requirements to support the law enforcement efforts of the School Resource Officer.

3.2 ATTENDANCE/LEAVE TIME. District and City agree that the Officer will be compensated for any overtime worked in accordance with the City of Oak Point Attendance/Leave Time/Overtime policy as it applies to Non-exempt law enforcement personnel in the City's Human Resource Manual.

- 3.2.1 District agrees that it will reimburse the City for the overtime rate of the Officer if District requests that the Officer work overtime for reimbursement, pending both District and City supervisor approval of such work.
- 3.2.2 District agrees that it will reimburse the City for the overtime rate of the Officer if the Officer accrues the maximum allowable number of hours and City is required to pay Officer for any overtime work performed for the District.
- 3.2.3 District agrees that it will reimburse the City for the overtime rate of the Officer for all accrued overtime balances if District should cancel or terminate this agreement prior to the expiration date as stated in the agreement.

3.3 REIMBURSEMENT: District agrees and understands that the intent of this agreement is to fully reimburse City for all expenditures. Therefore, District agrees not to unreasonably withhold the compensation paid to City in the event that the School Resource Officer assigned to fill the City's obligations under this Agreement receives an annual salary adjustment or raise during the term of this Agreement. City will give District thirty (30) days' notice of any such adjustment or raise. City must obtain District's written agreement to the change in annual salary before District is obligated to pay City any increase provided herein.

3.4 SCHOOL RESOURCE OFFICER TRAINING AND EDUCATION: Both the District and the City will bear an equitable portion of the cost of the Officer's continuing education and any specialized training courses for school law enforcement officers. The designated Liaisons shall agree to courses and expenses for the School Resource Officer and each party will be responsible for payment of such expenses, either directly to the provider of such continuing education or as reimbursement to the School Resource Officer. Any reimbursement due to the School Resource Officer will be payable within thirty (30) days of his written claim.

3.5 PAYMENT DATES: Quarterly payments shall be made by District to City in the months of July and October of 2017 and January and April of 2018. Thereafter, such quarterly payments shall be due and payable on the 15th day of each designated month over the term of this one (1) year Agreement. All payments made by District to City shall be made payable to the City of Oak Point and mailed to the City of Oak Point, 100 Naylor Rd. Oak Point Texas, 75068.

3.6 DELINQUENT PAYMENTS: If District fails to make payment to City within thirty (30) days from any of the quarterly dates identified in 3.5, or if such quarterly payments become sixty (60) days delinquent, the City may terminate this Agreement by giving notice as provided in this agreement. District shall be liable for all services rendered up to the time of termination.

4. SCHOOL RESOURCE OFFICER

4.1 A School Resource Officer is an Officer of the Oak Point Department of Public Safety. This Agreement includes one (1) School Resource Officer. The job description and classification for one School Resource Officer will be consistent with an Officer position for the Oak Point Department of Public Safety. The function of a School Resource Officer is to act as an educator, Officer, and law enforcement official on the campuses of Denton Independent School District. The School Resource Officer will be a licensed peace officer under the laws of the State of Texas.

4.2 The School Resource Officer will be an employee of City and the Oak Point Department of Public Safety and the Department will be the supervisor of the work activities.

4.3 The City will select the Officer from the eligible applicants for employment. The District may provide input to the City regarding the selection, with the final decision regarding employment being the City's decision following its policies. The City, by and through the Director, or his designee, and working with the Superintendent or his designee, will assign the work duties in compliance with the law and work schedule of the School Resource Officer.

4.4 The School Resource Officer will be in the chain of command at the Oak Point Department of Public Safety and will report to the Director of the Oak Point Department of Public Safety. The School Resource Officer will follow all guidelines with regards to the City Oak Point Personnel Policies, Oak Point Department of Public Safety General Manual, Policy, & Procedures.

4.5 Civil Service Commission. District will provide the School Resource Officer with the policies and procedures of the District. To the extent, the District's policies and procedures conflict with the policies and procedures of the City, the policies and procedures of the City prevail.

4.6 The City will create work schedules and make job assignments with input from the District. Any conflict of such schedules or assignments will be referred to the City and District Liaisons for resolution. While on duty for the District, the School Resource Officer shall perform and otherwise fulfill the following duties and obligations including, but not limited to the following:

- 4.6.1 Act as a resource person in the area of law enforcement education;
- 4.6.2 Cooperate and assist, in any manner assigned in compliance with the law by the District, in any District efforts, programs, or classes to educate students on law enforcement and criminal justice issues; and
- 4.6.3 Make arrests and referrals of criminal law violators within the discretion of the School Resource Officer;
- 4.6.4 Conduct or assist in criminal investigations of violations of law on District property;
- 4.6.5 Provide a law enforcement resource when necessary to maintain the peace on the District's property;
- 4.6.6 Perform other duties mutually agreed upon by the District and the City, so long as the performance of such duties is legitimately and reasonably related to the purposes of this Agreement and so long as such duties are consistent with state and federal law and the policies and procedures of the District and the City;
- 4.6.7 Follow and conform to all policies and procedures of the District that do not conflict with the policies and procedures of the City. The parties to this Agreement shall abide by all rules, regulations and procedures as outlined in the Civil Rights Act;
- 4.6.8 Develop, evaluate and assist in implementation of security programs within the campuses and schools of the District;
- 4.6.9 Coordinate with school administrators, staff, other law enforcement agencies and courts to promote order and security on District campuses;
- 4.6.10 Accompany and provide protection for students and District personnel on curricular and extracurricular trips inside and outside of the City.
- 4.6.11 Attend and provide protection at any school related functions, including, but not limited to, sporting events, class dances and socials, and other social or educational gatherings within District campuses within the guidelines of the Oak Point Department of Public Safety Personnel policies as scheduling permits;
- 4.6.12 Any other duties consistent with law enforcement requested by the District or City.

4.7 In the unlikely event that the work schedule of the School Resource Officer does not fulfill the full-time requirements of a City employee, City retains the right to direct the activities of the School Resource Officer in order to comply with the full-time requirements.

5. CITY RESPONSIBILITIES

5.1 For the purposes and consideration herein stated and contemplated, the City shall provide the following necessary and appropriate services for District to the maximum extent authorized by this Agreement and state or federal law, without regard to race, religion, color, age national origin; to wit.

- 5.1.1 City will accept applications and interview candidates for the position of School Resource Officer;
- 5.1.2 The City will be responsible for selection of the Officer. District may provide City with input regarding candidate selection or replacement;
- 5.1.3 City will install the necessary equipment for the vehicle provided pursuant to the terms of this Agreement;
- 5.1.4 City will provide uniforms and other equipment as provided within the guidelines of the General Manual of the Oak Point Department of Public Safety;
- 5.1.5 City will administer employee benefits to the School Resource Officer, including, but not limited to vacation time, sick leave, health insurance, dental insurance, etc., per City policies.
- 5.1.6 City will encourage and assist the School Resource Officer to make a good faith effort to obtain vacation leave, and training and education time that will coincide with times when the District is not in scholastic session or otherwise open for the operation of school related business;
- 5.1.7 City will provide District with a copy of the City Oak Point Personnel Policies, Oak Point Department of Public Safety General Manual, Policy, & Procedures at their request.
- 5.1.8 City will provide School Resource Officer with the customary support services including, but not limited to, backup, dispatch, crime scene investigations, Investigative services, etc.

6. DISTRICT RESPONSIBILITIES

6.1 For the purposes and consideration herein stated and contemplated, the District shall provide the following necessary and appropriate services for City to the maximum extent authorized by this Agreement and state or federal law, without regard to race, religion, color, age national origin; to wit.

- 6.1.1 District retains the right to meet and confer with the Director or His Liaison regarding the patrol Officer assigned to work in District pursuant to this Agreement. If, in the event the District should request reassignment of Officer working pursuant to this Agreement, District agrees that selection of the Officer is the sole responsibility of the City.
- 6.1.2 District will provide School Resource Officer with sufficient office space, desk, chairs, secure filing cabinets, a school district issued standard desktop computer, and telephone;

- 6.1.3 District will provide the School Resource Officer with access to designated school campuses;
- 6.1.4 District and City agree that the Officer will be compensated for any overtime worked in accordance with the City's Attendance/Leave Time/Overtime policy as it applies to Non-exempt law enforcement personnel.
- 6.1.5 District will coordinate job assignments and work schedules with the School Resource Officer in accordance with the City Personnel Policies. District agrees that School Resource Officer will not be used as a crossing guard or for the direction of traffic off school property.
- 6.1.6 District will have input in the setting the work schedules for the School Resource Officer. The City may only infringe on the right of the District for service in compliance with the law, during (1) a law enforcement emergency or (2) if the work schedule of the School Resource Officer falls below the minimum number of hours for a full-time employee of City.
- 6.1.7 District will comply with the time keeping requirements for City employees, which includes, but is not limited to the signing of overtime slips, verifying time slips, and prompt and efficient record keeping. If the District requests the Officer to work paid overtime, the District agrees that it will reimburse the City for the overtime rate of the Officer following submission of approved written requests for payment.
- 6.1.8 District understands that there may be one time or single purchases as set up costs for required equipment to fulfill this agreement. Any one time or single purchase is itemized in the Budget Impact Statement, *Exhibit "A"*.
- 6.1.9 District will notify City if the need for any further Interlocal Agreements is necessary to fully utilize the School Resource Officer. Any further Interlocal Agreements must be approved by the City Council and District.

7. SCHOOL RESOURCE OFFICER VEHICLE

7.1 The City and District understand and agree that this Agreement provides funding for the expenses of the City to provide a suitable vehicle, equipment, facilities, maintenance, repair, and service of the vehicle for the performance of all duties and obligations of City as stated herein during the period of this Agreement. The City will purchase the vehicle and the District will pay quarterly payments over 4 years for the lease of the vehicle as determined by its initial cost. The vehicle will be replaced following the City's Vehicle Equipment Replacement Schedule. An approximate impact of costs is provided in *Exhibit "B" "School Resource Officer Vehicle"*.

- 7.2 The City will:
 - 7.2.1 coordinate the purchase of liability insurance coverage via the City's Fleet Policy.
 - 7.2.2 provide routine maintenance and repair of the vehicle.
 - 7.2.3 purchase, if necessary, and install the necessary equipment to make the vehicle ready for use by the Officer.

7.3 The School Resource Officer shall have the full authority to use the vehicle in accordance with the Oak Point Department of Public Safety General Manual.

7.4 District is not responsible for any costs the City determines are attributable to the School Resource Officer's misuse of the vehicle in violation of this Agreement and the Oak Point Department of Public Safety General Manual.

8. LEGAL PROCEEDINGS

8.1 CITY LIABILITY: The City understands and agrees that the City, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the District. The City shall not be required to indemnify nor defend District for any liability arising out of the wrongful acts of employees or agents of District to the extent allowed by Texas law.

8.2 DISTRICT LIABILITY: The District understands and agrees that the District, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the City. The District shall not be required to indemnify nor defend City for any liability arising out of the wrongful acts of employees or agents of City to the extent allowed by Texas law.

8.3 RECOURSE: Recourse for failure to performance or duty to pay or entitlement, furnish payments or services under this Agreement shall be determined by mutual agreement of the respective liaisons in accordance with the default provisions of this Agreement.

8.4 DISPUTES: Any dispute arising from the failure of either District or City to perform and/or agree on proportionate reduction in fees shall be submitted to mediation and may be appealed to a court of jurisdiction in Denton County, Texas. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

8.5 AMENDMENTS: This Agreement may be amended only by written instrument signed by both City and District.

8.6 SEVERABILITY: The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

8.7 THIRD PARTY: This Agreement is not intended to create any liability for the benefit of third parties.

8.8 ORAL AGREEMENTS: There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

8.9 VENUE: This agreement will be governed and construed per the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

9. CITY POLICIES

9.1 Each School Resource Officer shall have the duties outlined under this Agreement as their primary duty, and may not regularly be assigned additional police duties while assigned as SRO for the district. The City reserves the right, however, to reassign the Officer temporarily in the event of an emergency, or when other circumstances require an enhanced police presence elsewhere in the City and/or when the District is not in session. The City will make every effort to minimize mandatory absences by each Officer from the school campuses. However, there may be occasions due to mandated training requirements, court attendance, or other situations beyond the control of an Officer, which will require his/her absence. Each Officer will keep the principals at the campuses informed of any of these absences when they occur. All comments, criticisms, suggestions, and recommendations for Officer assignments or performance shall be immediately referred, without delay to the appropriate Liaison. The Liaison will be given an opportunity to take the appropriate action to resolve the problems or investigate complaints prior to any other action or decision.

9.2 Reduction in Force. The parties recognize that in the event a contract or other funding is no longer available, removed or discontinued, such as through loss of a contract or funding, the employees assigned to that activity or function will be reassigned to other open classified positions of the same rank in the Oak Point Department of Public Safety. If there are no appropriate open positions available and a reduction in force is necessary, then the provisions for layoffs and dismissals will be used to accomplish the reduction in force.

10. INDEPENDENT CONTRACTOR

10.1 City is and at all times shall also be 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 district and the way the 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 District and City or any of City's agents or employees. City assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. City, its agents and employees, shall not be entitled to any rights or privileges of District employees and shall not be considered in any manner to be District employees. Neither City nor District shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of its officers, members, agents, servants, employees, or officers of the other.

11. INSURANCE

11.1 The City shall provide, during the term of this Agreement, workers compensation insurance in the amounts required by Texas state law, for all City employees engaged in work under this Agreement. As to all other insurance provided by City, upon request by District, it shall provide District with documentation indicating coverage at the Districts request.

12. NON-DISCRIMINATION

12.1 City and District covenant that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this Agreement shall in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

12.2 City and District, in the execution, performance or attempted performance of this Agreement, will not discriminate against any person or persons because of sex, race, religion, color or national origin, nor will either party permit its agents, employees, subcontractors or program participants to engage in such discrimination.

13. ASSIGNMENT

13.1 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.

14. WAIVER

14.1 The failure of City or District to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

15. NOTICE

15.1 All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier at the following addresses:

CITY ADDRESS

City Manager Luke Olson
City of Oak Point
100 Naylor Rd
Oak Point Texas 75068
Telephone (972) 294-2312

AND

Director Michael Shackelford
Oak Point Department of Public Safety
100 Naylor Rd
Oak Point, Texas 75068
Telephone (972)294-0000

DISTRICT ADDRESS

Gene Terronez
Denton Independent School District
Central Services Center Office

AND

James K. Wilson, III, Ed.D
Superintendent
Denton Independent School District

1307 North Locust
Denton, TX 76201
(940) 369-0000

1307 North Locust
Denton, Texas 76201
940-369-0002

16. EXHIBITS

16.1 Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference:

EXHIBIT A - Oak Point Budget Impact Statement ~ School Resource Officer

17. AUTHORIZED OFFICIALS

17.1 The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

17.2 The City Manager, is granted the authority to execute this agreement upon the approval of the City of Oak Point City Council.

17.3 The President, or the Presiding Officer of the School Board, is granted the authority to execute this agreement upon the approval of the Denton Independent School District.

EXECUTED in duplicate originals as described below.

CITY OF OAK POINT, TEXAS

DENTON INDEPENDENT SCHOOL DISTRICT

City Manager Luke Olson
City of Oak Point
100 Naylor Rd
Oak Point Texas 75068
Telephone (972) 294-2312

Barbara Burns, President
Board of Trustees
Denton Independent School District
Central Services Center Office
1307 North Locust
Denton, TX 76201
(940) 369-0000

EXECUTED duplicate originals on this

Date: _____

Approved as to form:

Attorney for City of Oak Point

EXECUTED duplicate originals on this

Date: _____

Approved as to form:

Attorney for Denton Independent
School District