

**INTERLOCAL AGREEMENT FOR THE  
JUVENILE TRUANCY AND WELLNESS PROGRAM  
BETWEEN  
THE CITY OF DESOTO  
AND  
DESOTO INDEPENDENT SCHOOL DISTRICT**

This Interlocal Agreement (“**Agreement**”) is made by and between the City of DeSoto (the “**City**”) and the DeSoto Independent School District (the “**District**”), (individually as the “**Party**” or collectively as the “**Parties**”), acting by and through their authorized representatives.

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, authorizes governmental entities to contract with each other to perform government functions and services; and

**WHEREAS**, the City desires to implement the Juvenile Truancy and Wellness Program (the “**Program**”); and

**WHEREAS**, the Program offers a uniquely tailored mentorship program, a six-week behavior management course, professional counseling services, and parent trainings to District students who are at risk of being truant, are currently considered truant, and/or have truant history; and

**WHEREAS**, the Parties deem it to be in the best interest of both entities to enter into this Agreement and agree that cooperation between them is in the public interest.

In consideration of the foregoing and further consideration of the mutual promises, covenants, and conditions herein, the Parties hereby agree as follows:

**1. PURPOSE**

**1.1** Establish guidelines and procedures between the City and the District to accommodate and facilitate the implementation of the Program within District campuses.

**1.2** Establish guidelines and procedures to accommodate and facilitate the exchange of applicable data between the Parties for the purpose of carrying out program objectives.

**2. SCOPE OF SERVICE**

**2.1** The City will:

**2.1.1** Provide personnel for the management of the Program and data collection for reporting purposes.

**2.1.2** Through the DeSoto Police Department (the “**Department**”), conduct necessary background check measures for volunteers and/or mentors associated with the Program to ensure safety and liability for the Department.

**2.1.3** Use Department grant funds to cover the costs of Program activities, professional services offered, trainings, and materials and supplies necessary.

**2.1.4** Provide designated personnel who will be responsible for referring students and families to counseling services and ensuring they receive such services.

**2.1.5** Provide designated personnel who will be responsible for compiling and reporting data for project target outputs and outcomes to ensure grant compliance with the Office of the

Governor, including, among other things, grant progress reports and financial expenditures.

- 2.1.6 Develop a mechanism and/or system for the electronic exchange and organization of information necessary for the Program objectives.

**2.2** The District will:

- 2.2.1 Conduct necessary background check measures within the District for volunteers and/or mentors to ensure the safety of students and the liability for the District.
- 2.2.2 Assist the City, as needed, in the development of a mechanism and/or system for the electronic exchange of information.
- 2.2.3 Provide personnel and/or administrative support for Program implementation within the District at various campuses and monitor the activity of mentors while interacting with students within the campus building(s).
- 2.2.4 Provide space at various District campuses for students and mentors to meet, as well as space for students to receive professional counseling services, if applicable.
- 2.2.5 Provide laptops and/or other resources needed to conduct virtual counseling sessions while students are at school.
- 2.2.6 Conduct and execute initial truancy prevention measures included in an attendance improvement plan prior to Program referral.
- 2.2.7 Provide access to necessary demographic, academic, and/or truancy related information for students being referred to the Program to designated City personnel.

**3. TERM**

- 3.1 The Initial Term for this Agreement will commence upon approval of the agreement, and shall continue until the end of the grant period on September 1, 2026. After this time, this Agreement should be reevaluated. [Either Party may terminate this Agreement by providing the other Party ninety (90) days prior written notice.]

**4. COMPENSATION**

- 4.1 Each Party represents and covenants that its respective financial obligations and liability hereunder shall constitute operating expenses of such Party payable from funds annually budgeted and appropriated therefore.

**5. GOVERNMENTAL IMMUNITY**

- 5.1 It is expressly understood and agreed that in the execution of this Agreement, the Parties hereto do not intend to waive, nor shall be deemed to waive, any immunity or defense at law or in equity, that would otherwise be available to each against claims arising in the exercise of governmental powers and functions including the defense of governmental immunity.

**6. DISTRICT'S OBLIGATIONS UNDER STATE AND FEDERAL LAW**

- 6.1 The City acknowledges that the District is subject to the Texas Public Information Act (“TPIA”). As such, upon receipt of a request under the TPIA, the District may be required to release documents to the requestor. The City agrees to fully cooperate with the District in responding to public

information requests involving this Agreement or the services provided herein. The City acknowledges that it has the responsibility to brief the Attorney General's Office on why the documents identified as confidential or proprietary fall within an exception to public disclosure.

**6.2** The City acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act ("**FERPA**"). The City will receive student information from the District in compliance with the requirements and exceptions outlined in FERPA. The City acknowledges and agrees to comply with said law and safeguard student information. The City may not redisclose student information to a third party without prior written consent from the parent or eligible student. Furthermore, the City must destroy any student information received from the District when no longer needed for the purposes listed in this Agreement.

## **7. NOTIFICATION OF SECURITY BREACH**

**7.1** If City becomes aware of a disclosure of security breach concerning any District data covered by this Agreement, City shall immediately notify the District and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If there is a "breach of system security" where "sensitive personal information" is breached, both as defined in Tex. Bus. & Com. Code §§ 521.002, 521.053, City shall proceed with notification requirements as required therein. The Parties agree that any breach of the privacy and/or confidentiality obligations set forth in this Agreement may, at the District's sole discretion, result in the District's immediately terminating this Agreement.

## **8. SPECIAL CONDITIONS**

### **8.1 Student Records**

**8.1.1** All student records must be kept in a secure location preventing access by unauthorized individuals. The City will maintain an access log delineating date, time, agency, and identity of any individual accessing student records that is in the direct employ of the City. The District will have the right to inspect and audit the City's use of student records at any time upon twenty-four (24) hours' notice. The City agrees to provide access to and copies of student records to the District and/or the parents/guardians or the student. The City must not forward to any other person other than the parents/guardians or the District any student record without the written consent of the parent/guardian and the District, as required by FERPA and all other state or federal privacy laws. Upon completion or termination of this Agreement, the City must turn over to the District all student records for the District's eligible students to whom the City has provided services under this Agreement.

**8.1.2** The City agrees to comply with all applicable Protection of Pupil's Rights Amendment provisions, as found in 20 U.S.C.S. § 1232h, and applicable Code of Federal Regulations sections promulgated by the United States Department of Education.

**8.1.3** The City may collect, use, and disclose "personal information," as defined in the Children's Online Privacy Protection Act ("**COPPA**"), from students under the age of thirteen (13) only to the extent permitted by COPPA. The City must comply with other applicable provisions of COPPA and all other state or federal privacy laws.

### **8.2 Criminal Background Check**

- 8.2.1** The City must conduct a criminal background check of its employees and volunteers, and, upon receipt of those checks, certify to the District that no employee or volunteer of the City working with the students of the District has a conviction for a felony, a crime against people, an offense that poses a risk to children, a job-related crime, repeated arrests, or any other criminal activity judged by the District to be inappropriate for someone working with its students. The City must supply the District with a list of names of those employees or volunteers who are cleared to work with students of the District. The cost of the criminal background check will be borne by the City.
- 8.2.2** The City must certify to the District before beginning work, and at no less than an annual basis thereafter, that criminal history record information has been obtained regarding all employees and volunteers working with students of the District. The City must immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or other location where students are regularly present. The District must be the final judge of what constitutes a "location where students are regularly present." The City's violation of any portion of this section constitutes a breach of contract.
- 8.2.3** The City agrees that its employees and volunteers will not work with the District's students prior to the receipt of acceptable results of the employees' or volunteers' criminal background check.

### **8.3 Accident and Incident Reporting**

- 8.3.1** The City agrees to notify the District immediately of any accident or incident where a student has suffered an injury, a student has injured another individual, an activity has occurred requiring notification of law enforcement or emergency personnel, or the City has information that may be detrimental to the health or safety of any students or that may inhibit the City's performance of this Agreement.
- 8.3.2** The City must further require that all employees, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures as required by state law. When the goods or services are to be provided at a District campus or facility where students are present, the City agrees to provide annual training to all its employees regarding the mandated reporting of child abuse and missing children. Where applicable, the City agrees that all staff members will abide by such laws in a timely manner.
- 8.3.3** The City must submit immediately by email, facsimile, or mail, within twenty-four (24) hours, an accident or incident report to the District when it is notified or otherwise becomes aware of circumstances including, but not limited to the following: all allegations of molestation, child abuse, or missing children under the City's supervision.

### **8.4 Inappropriate Behavior**

- 8.4.1** Sexual harassment of employees of the City, employees of the District, or students of the District by the City's employees is strictly forbidden. Any employee of the City who is found to have engaged in such conduct is subject to immediate removal from District property.
- 8.4.2** The City and all individuals under its control must comply with District Board Policies, which are available at the following web address:

<https://pol.tasb.org/PolicyOnline?key=362>. In the event that the City or an individual under its control violates a District Board Policy, the District may terminate this Contract without penalty, or otherwise require the City to exclude the violating individual from performing services under this Agreement.

**8.4.3** The City must enforce the District’s alcohol-free, drug-free, tobacco-free, harassment-free, and weapon-free policies and zones, which will require compliance with those policies and zones by the City’s employees, contractors, and all other people carrying out this Agreement. The City must also require adequate and appropriate dress and identification of the City’s employees, contractors, and all other persons carrying out work under this Agreement. When the goods or services contracted for are to be provided at a District campus or facility where students are present, the City must further ensure that no on-site fraternization will occur between personnel under the City’s supervision and the District’s students, employees, or the general public. Failure of an individual to adhere to these standards of conduct will result in immediate removal from the site.

**8.5 Applicable Law.** The City agrees to be bound by any amendments to any Federal, State, or County laws, regulations, or ordinances referenced in this Agreement or which affect the services described herein upon the effective date of such amendments.

## **9. MISCELLANEOUS**

**9.1 Confidentiality.** The City understands that the City is serving as a fiduciary of the District and hereby agrees not to divulge any proprietary or confidential information to any person without written authorization from the District. For purposes of FERPA and the Health Insurance Portability and Accountability Act (“HIPPA”), the City agrees to comply with all relevant confidentiality requirements regarding a student’s personally identifiable information and individually identifiable health information including entering into any additional agreements related to the care and confidentiality of such information.

**9.2 Proprietary Rights.** With the exception of previously registered copyright or trademark materials of the City, the City agrees that all reports, studies, plans, models, drawings, specifications, and any other information or data of any type relating to its activities hereunder, will remain the property of the District and must not be used or published by the City or any other party related to the City without the express prior written consent of the District. Furthermore, the City understands that products produced as a result of this Agreement are the sole property of the District and may be reused by the District at any time without further compensation and without any restrictions.

**9.3 Relationship of Parties.** The Parties agree that in performing services specified in this Agreement, that each is an independent contractor and shall have control of its work and the manner in which it is performed. Neither Party, its agents, employees, volunteers, or any other person operating under this Agreement, shall be considered an agent or employee of the other and neither shall be entitled to participate in any pension or other benefits that the other provides its employees.

**9.4 Insurance.** Each Party shall be responsible for obtaining and maintaining its own liability and property insurance against losses or liability related to this Agreement.

**9.5 Assignment.** The rights, responsibilities, and duties under this Agreement are personal to the City and must not be transferred or assigned without the express prior written approval of the District.

- 9.6 Governing Law and Venue.** This Agreement and all of the rights and obligations of the Parties and all of the terms and conditions hereof must be construed, interpreted, and applied, in accordance with and governed by and enforced under the laws of the State of Texas. The Parties here agree that venue must be in Dallas County, Texas.
- 9.7 Entire Agreement Modifications.** All oral or written agreements between the Parties hereto relating to the subject matter of this Agreement have been reduced to writing and are contained herein. This Agreement supersedes all prior agreements, written or oral, between the City and the District and must constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions must be binding upon the Parties and may not be waived, modified, amended, or altered except by a written amendment signed by the District and the City.
- 9.8 Captions.** The captions of paragraphs in this Agreement are for convenience only and must not be considered or referred to in resolving questions of interpretation or construction.
- 9.9 Severability.** In case any provision hereof will, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability must not affect any other provision hereof, and this Agreement must be construed as if such invalid or unenforceable provision had not been included herein.
- 9.10 Force Majeure.** Neither Party will be liable to the other Party hereunder or in default under this Agreement for failures of performance from acts of events beyond the reasonable control of such Party including, by way of example and not limitation, acts of God, civil disturbances, war, and strikes.
- 9.11 Notice.** All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement must be in writing and must be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

**9.11.1 To District:** DeSoto Independent School District  
Superintendent of Schools  
200 E. Belt Line Road  
DeSoto, Texas 75115

**9.11.2 To City:** DeSoto Police Department  
Police Chief  
714 E. Beltline Rd.  
DeSoto, TX 75115

**9.11.3** Any Party may, at any time, by written notice to the other Party, designate different or additional persons or different addresses for the getting of notices hereunder.

#### **ELECTRONIC SIGNATURE**

The Parties agree here to execute this Agreement either in writing or by electronic signature. Pursuant to the Texas Business & Commerce Code Ann., § 322.007, an electronic signature of this Agreement satisfies the legal requirements of signatures by the Parties.

In witness of the Agreement above, the Board of Education of the DeSoto Independent School District and the City, acting by their duly assigned and authorized representatives, have executed this Agreement to be effective as of the latest date on which it is signed by the authorized representatives of the Parties.

BY SIGNING, THE PARTIES AGREE UNDER PENALTY OF PERJURY UNDER THE LAWS OF TEXAS THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

**FOR DISTRICT:**

*Signed:* \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FOR CITY:**

*Signed:* \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_