

POLICE / SCHOOL LIAISON INTERLOCAL AGREEMENT

This Agreement is entered into this 20th day of June, 2013, between the City of Corinth, a home rule city, Denton County, Texas (hereinafter called "City") and the Denton Independent School District, an independent school district of Denton County, Texas (hereinafter called "DISD"). Together, the CITY and DISD shall be referred to as the "parties."

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act; and

WHEREAS, DISD and the CITY have the authority to enter into this Agreement under the Interlocal Cooperation Act (Chapter 791 of the Texas Government Code); and

WHEREAS, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignment, responsibilities and obligations of the School Resource Officer, the CITY, and DISD. **NOW, THEREFORE**, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable considerations, the parties agree as follows:

I. SCOPE OF AGREEMENT

- A. CITY shall provide a certified police officer licensed by the Texas Commission on Law Enforcement Standards and Education (TCLEOSE) for the School Liaison Program to serve as a school resource officer, ("School Resource Officer or "SRO") assigned to the following duties in and on the grounds of the Bettye Myers Middle School:
1. Education of teachers and students regarding the law, investigation of criminal activity on school grounds, drug prevention, and crisis intervention.
 2. Interaction with the student body, faculty, and visitors by providing the following: education in crime prevention, student awareness of drugs and crimes, and an enhanced communication between the police and the student body.
 3. Assist in security efforts at the designated school.
- B. DISD shall furnish a suitable office space and telephones for the use by the School Resource Officer, but all other operational expenses shall be paid by the CITY. The Chief of Police for the City of Corinth (hereinafter referred to as "Chief") shall meet and confer with the campus principals from time to time, to establish mutually agreeable operational policies for the SRO. However, nothing in this Agreement shall abridge the right and responsibility of the Chief to assign, replace, discipline or

otherwise supervise the activities of the SRO. Further, nothing in this Agreement shall require CITY to provide continuous police presence on the campus of Bettye Myers Middle School during every school day when the SRO may be away from a campus for court, training, administrative duties, arrest processing or other official duties. Further, nothing in this Agreement shall obligate the CITY to provide an SRO or other police presence at any school activities or events outside of regular school hours.

C. Information Sharing:

1. The Corinth Police Department will share all information to the extent permitted by law, pertinent to the safety of any party that the DISD is responsible for, and all information pertinent to investigation.
2. DISD will share all information to the extent permitted by law, that is needed to resolve an issue. In the event that educational records or personally identifiable information (as defined by the Family Education Rights and Privacy Act [FERPA] 20 US 1232g, et seq.), is provided to the SRO, the Corinth Police Department agrees not to disclose such information to any other party, other than necessary law enforcement entities, without prior consent of the parent, or as required by law. If a student is involved in illegal activity regardless whether school is in session, the DISD and the SRO and vice versa will by law share the information; based on all laws and regulations.

- D. The SRO shall report to the Lieutenant of Support Services, Captain, and the Chief of Police. While on campus, the SRO will report directly to the assistant principal and principal regarding the daily routine and communication issues on campus and then report to the DISD superintendent or the superintendent's designee.
- E. The SRO shall act as any other Corinth paid full-time police professional. The SRO is governed by the same laws, policies, and procedures and will use discretionary powers in enforcing all local, state and federal laws, including the Texas Education Code.

II. TERM OF THE AGREEMENT

The term of this Agreement shall commence on the 1st day of July, 2013 and will end at midnight, September 30, 2017, unless earlier terminated as provided herein.

III. PAYMENT FOR SERVICES

- A. On or before July 15, 2013, DISD shall pay CITY the sum of \$24,430 for services rendered for the remainder of the CITY's current 2012-13 fiscal year. These funds will allow for the funding of a new officer from July 1, 2013 through September 30, 2013 to serve as the SRO that will be selected, trained and assigned to Bettye Myers

Middle School. The calculation for this initial payment is based upon 1/4 of the annual salary and benefits for a full time officer at the maximum pay level, as set forth in Exhibit A, attached hereto and incorporated herein. This represents compensation for SRO training and services commencing July 1, 2013 and continuing through midnight, September 30, 2013.

- B. DISD shall pay CITY the sum of \$97,720 for services rendered for CITY's fiscal year 2013-14 (the "Annual Payment") no later than October 15, 2013. The Annual Payment formula and calculation for this payment and for future years is set forth in Exhibit A.
- C. The calculation is based upon the cost of the current salary and benefits of a full time officer at the maximum pay level of a police officer.
- D. For future years of this Agreement, on or before each May 31, the CITY shall provide DISD an invoice for the Annual Payment due for the CITY's following fiscal year. DISD shall notify the CITY in writing, as provided in Section IX, no later than July 15 of each year, of its election to terminate the Agreement. Unless DISD sends notice to CITY, on or before each July 15 that it intends to terminate the Agreement as of September 30, DISD shall make the Annual Payment for the upcoming fiscal year on or before October 15 of the year in which the invoice is sent.
- E. DISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event a SRO is absent due to sick leave, training, subpoena or court appearance, compensatory time, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave. If the liaison officer is absent more than 15 consecutive school days, the SRO shall be replaced or payment shall be reduced on a prorated basis.
- F. In the event CITY exercises its right to reassign the officer when in the sole judgment of CITY his services are required in response to a citywide or major emergency for more than 15 consecutive school days, payment for service shall be reduced on a prorated basis.

IV. INDEPENDENT CONTRACTOR

CITY is at all times 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 Liaison Program and the way 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 DISD and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employee as they relate to the services provided during the course and scope of his employment. CITY, its agents and employees, shall not be entitled to any rights or privileges of DISD employees and shall not be considered in any manner to be a DISD employee.

V. INSURANCE

CITY is self-insured, and shall provide DISD documentation of its coverages, said coverages to meet the approval of DISD. CITY shall maintain, during the term of this Agreement, workers' compensation insurance, general liability coverage, and auto liability coverage for its employee engaged in work under this Agreement. Upon request, CITY shall provide DISD with Certificates of Insurance indicating such coverage prior to the beginning of any activities under this Agreement.

VI. AVAILABILITY OF FUNDS

All expenditures made by CITY and DISD, in fulfilling their obligations hereunder, shall be paid only from current revenues legally available.

VII. TERMINATION

This Agreement may be terminated by either party at any time, at its sole option, with or without cause, and without prejudice by giving ninety (90) days' written notice of termination. As both entities have approved tax rates and budgets based in part on this Agreement, there will be no refunds as a result of termination during a fiscal year. On the effective date of this Agreement, the City of Corinth and the Town of Shady Shores have entered into an Interlocal Contract for Corinth to provide police services for Shady Shores (the "Interlocal Contract"). The City of Corinth does not object to Denton ISD entering into a similar contract with the Denton County Sheriff's Office for the provision of an SRO in the event the Interlocal Contract between the Town of Shady Shores and Corinth is terminated.

VIII. ASSIGNMENT OF AGREEMENT

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.

IX. GENERAL PROVISIONS

- A. No waiver of a breach or any provision of the Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.
- B. All obligations of each party shall be performed in Denton County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Denton County, Texas.
- C. Notices to DISD shall be deemed given when delivered in person to the Superintendent of Schools of DISD or on the next business day after the mailing of said notice addressed to said DISD by United States mail, certified or registered mail,

return receipt requested, and postage paid at P.O. Box 2387, Denton, Texas 76202.

- D. Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after the mailing of said notice addressed to said CITY by United States mail, certified or registered mail, return receipt requested, and postage paid at 3300 Corinth Parkway, Corinth, Texas 76208.
- E. The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.
- F. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable, (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement, and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

X. MUTUAL HOLD HARMLESS

- A. To the extent allowed by law, DISD does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
- B. To the extent allowed by law, CITY does hereby agree to waive all claims against, release, and hold harmless DISD and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
- C. It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents. The parties hereby agree that they have not waived their sovereign immunity by entering into and performing its obligations under this Agreement.

XI. DISPUTE RESOLUTION

Should a dispute arise between the parties regarding this Interlocal Agreement, or the terms contained herein, the parties shall first attempt to resolve the dispute through

direct discussions in a spirit of mutual cooperation. If such discussions fail to resolve the dispute, the parties hereto agree that they shall submit such dispute to non-binding mediation with a mutually agreeable mediator. Said mediation shall be conducted within thirty (30) days following written notice of a demand for mediation by either party, unless the parties agree to a shorter or longer period, and the costs of such mediation shall be borne by the party demanding same. The purpose of this section is to reasonably ensure that the CITY and DISD in good faith utilize mediation before pursuing litigation. The parties' participation in, or the results of any mediation under this section shall not be construed as a waiver by the parties of any rights, privileges, defenses, remedies or immunities available to the parties as governmental entities, nor waiver of any termination provisions, expiration dates or deadlines set forth in this Agreement.

THE CITY OF CORINTH, CITY

ATTEST:

Jim Berzina, Interim City Manager


Kim Pence, City Secretary of Corinth

**DENTON INDEPENDENT
SCHOOL DISTRICT, DISD**



Dr. Jamie Wilson
Superintendent of Schools

ATTEST:



Printed Name: Kim STEVENSON
Title: Exec. Asst.

"Attachment A"

Calculation for Cost Per Full-Time Officer Salary and Benefits Fiscal Year 2013/2014

Annual Fringe Benefits:

<i>Health Insurance</i>	<i>\$19,611.00</i>
<i>Dental</i>	<i>\$936.00</i>
<i>Medicare</i>	<i>\$922.00</i>
<i>Retirement</i>	<i>\$8580.00</i>
<i>Worker's Comp</i>	<i>\$3235.00</i>
<i>Life & Disability</i>	<i>\$398.00</i>
<i>IPS Consulting</i>	<i>\$208.00</i>
<i>FSA Premium</i>	<i>\$67.00</i>
<i>Employee EAP</i>	<i>\$18.00</i>
<i>Annual COBRA</i>	<i>\$7.00</i>
<i>TEC</i>	<i>\$180.00</i>
<i>Longevity</i>	<i>\$876.00</i>
<i>Professional Cert.</i>	<i>\$1,080.00</i>
<i>Overtime</i>	<i>\$2,758.00</i>
<i>Base Salary:</i>	<i>\$58,843.00</i>
<i>Total Salary</i>	<i>\$97,720.00</i>