

STATE OF TEXAS §
 §
COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT FOR SCHOOL RESOURCE INVESTIGATOR

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

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County, 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 County and the District pursuant to the Interlocal Cooperation Act of the V.T.C.A. Government Code § 791; and

WHEREAS, the County and the District desire to improve the efficiency and effectiveness of local governmental entities by acknowledging the need for ONE (1) SCHOOL RESOURCE INVESTIGATOR and all equipment necessary for the prompt and effective utilization of such investigator; and

NOW THEREFORE, for and in consideration of the mutual covenants, promises, and agreements contained herein, and for other good and valuable consideration, the County 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 **October 1, 2018** and will continue through **September 30, 2019**, at which time it will terminate. In the event a new Inter-local Agreement is not executed prior to the expiration of this Agreement, and the Sheriff's Office continues to provide the School Resource Investigator services, the District shall reimburse and compensate the County for the services at the rate set by the Denton County Commissioners Court for the next fiscal year.

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, County 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 County 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, County shall forward to District a final invoice for reimbursement to the County 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 County 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 **COUNTY LIAISON:** The County shall designate the Sheriff of Denton County, or his designated substitute, to act on behalf of Denton County and the Denton County Sheriff's Office, and to serve as "Liaison" for the County with and between County and District. The Sheriff, or his designated substitute, shall insure the performance of all duties and obligations of the County herein stated; and, shall devote sufficient time and attention to the execution of said duties on behalf of the County in full compliance with the terms and conditions of the Agreement; and, shall provide immediate and direct supervision of the Denton County Sheriff's Office 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 County 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 County, and the Denton County Sheriff's Office, to insure the performance of all duties and obligations of County 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 County.

2.3 District and County 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 County 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 Investigator and the Denton County Sheriff's Office support services for the School Resource Investigator, the District agrees to pay the County a sum totaling the reasonable and necessary expenses more fully described in ***Exhibit "A", Denton County Budget Impact Statement***. Said payments made by District to County shall be used by the County for reasonable and necessary law enforcement equipment and requirements to support the law enforcement efforts of the School Resource Investigator.

3.2 **ATTENDANCE/LEAVE TIME.** District and County agree that the Investigator will be compensated for any overtime worked in accordance with the Denton County Attendance/Leave Time/Overtime policy as it applies to Non-exempt law enforcement personnel. ***See Exhibit "B", Denton County Attendance/Leave Time/Overtime Policy.***

3.2.1 District agrees that it will reimburse the County for the overtime rate of the Investigator if District requests that the Investigator work overtime for reimbursement, pending both District and County supervisor approval of such work.

3.2.2 District agrees that it will reimburse the County for the overtime rate of the Investigator if the Investigator accrues the maximum allowable number of comp

time hours and County is required to pay Investigator for any further overtime work performed.

- 3.2.3 District agrees that it will reimburse the County for the overtime rate of the Investigator for all accrued comp time 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 County for all expenditures necessary including workers compensation, disability, and FML to implement and maintain the services as stated in the agreement and set forth in Texas Local Government Code § 362.003© and in the Denton County Budget Impact Statement (Exhibit A). Therefore, District agrees not to unreasonably withhold the compensation paid to County in the event that the School Resource Investigator assigned to fill the County's obligations under this Agreement receive an annual salary adjustment or raise during the term of this Agreement. County will give District thirty (30) days notice of any such adjustment or raise. County must obtain District's written agreement to the change in annual salary before District is obligated to pay County any increase provided herein.

3.4 **SCHOOL RESOURCE INVESTIGATOR TRAINING AND EDUCATION:** Both the District and the County will bear an equitable portion of the cost of the School Resource Investigator 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 Investigator 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 Investigator. Any reimbursement due to the School Resource Investigator will be payable within thirty (30) days of his written claim.

3.5 **PAYMENT DATES:** The first monthly payment shall be made by District to County within 15 days of execution of this Agreement. Thereafter, such monthly payments shall be due and payable on the 15th day of each month for every month over the term of this one (1) year Agreement. Any and all payments made by District to County shall be made payable to the Denton County Treasurer and mailed to the Denton County Auditor's Office, 401 W. Hickory, Denton, Texas 76201.

3.6 **DELINQUENT PAYMENTS:** If District fails to make payment to County within thirty (30) days from the date of execution of this Agreement or if such monthly payments become sixty (60) days delinquent, the County 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 INVESTIGATOR

4.1 A School Resource Investigator is an Investigator Sheriff of the Denton County Sheriff's Office. This Agreement includes one (1) School Resource Investigator. The job description and classification for one School Resource Investigator will be consistent with an Investigator position for the Denton County Sheriff's Office. *See attached Job Description, Exhibit "C"*. The function of a School Resource Investigator is to act as an educator, investigator, and law enforcement official on the campuses of Denton Independent School District. The School Resource Investigator will be a licensed peace officer under the laws of the State of Texas.

4.2 The School Resource Investigator will be an employee of County and the Denton County Sheriff's Office and the District will be the supervisor of the work activities.

4.3 The County will select the investigator from the eligible applicants for employment. The District will provide input to the County regarding the selection, with the final decision regarding employment being the County's decision. The District, by and through the Superintendent, or his designee, will assign the work duties in compliance with the law and work schedule of the School Resource Investigator.

4.4 The School Resource Investigator will be in the chain of command at the Sheriff's Office and will report to the Sheriff of Denton County. The School Resource Investigator will follow all guidelines with regards to the Denton County Personnel Policies, Denton County Sheriff's Office General Manual, Policy, & Procedures, and the Civil Service Rules of the Denton County Sheriff's Office Civil Service Commission. District will provide the School Resource Investigator 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 County, the policies and procedures of the County prevail.

4.5 The District will have the authority to create work schedules and make job assignments. Any conflict of such schedules or assignments will be referred to the County and District Liaisons for resolution. While on duty for the District, the School Resource Investigator shall perform and otherwise fulfill the following duties and obligations including, but not limited to the following:

- 4.5.1 Act as a resource person in the area of law enforcement education;
- 4.5.2 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
- 4.5.3 Make arrests and referrals of criminal law violators within the discretion of the School Resource Investigator;
- 4.5.4 Conduct or assist in criminal investigations of violations of law on District property;
- 4.5.5 Provide a law enforcement resource when necessary to maintain the peace on the District's property;
- 4.5.6 Perform other duties mutually agreed upon by the District and the County, 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 County;
- 4.5.7 Follow and conform to all policies and procedures of the District that do not conflict with the policies and procedures of the County. The parties to this Agreement shall abide by all rules, regulations and procedures as outlined in the Civil Rights Act;
- 4.5.8 Develop, evaluate and assist in implementation of security programs within the campuses and schools of the District;
- 4.5.9 Coordinate with school administrators, staff, other law enforcement agencies and courts to promote order and security on District campuses;
- 4.5.10 Accompany and provide protection for students and District personnel on curricular and extracurricular trips inside and outside of Denton County.
- 4.5.11 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 as possible that are possible within the guidelines of the Denton County Personnel policies;
- 4.5.12 Any other duties consistent with law enforcement requested by the District or County.

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

5. COUNTY RESPONSIBILITIES

5.1 For the purposes and consideration herein stated and contemplated, the County 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 County will accept applications and interview candidates for the position of School Resource Investigator;

- 5.1.2 Due to Denton County Sheriff's Office Civil Service Rules, County will be responsible to select the investigator from the eligible candidates. District may provide County with input regarding candidate selection or replacement;
- 5.1.3 County will install the necessary equipment for the vehicle provided by District;
- 5.1.4 County will provide uniforms and other equipment as provided within the guidelines of the General Manual of the Sheriff's Office;
- 5.1.5 County will administer employee benefits to the School Resource Investigator, including, but not limited to vacation time, compensation time, sick leave, health insurance, dental insurance, etc.
- 5.1.6 County will encourage and assist the School Resource Investigator to make a good faith effort to obtain vacation leave, compensation 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 County will provide District with a copy of the Denton County Personnel Policies, Denton County Sheriff's Office General Manual, Policy, & Procedures, and the Civil Service Rules of the Denton County Sheriff's Office Civil Service Commission.
- 5.1.8 County will provide School Resource Investigator with the customary support services including, but not limited to, backup, dispatch, crime scene investigations, forensics, 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 County 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 Sheriff or the Sheriff's Office Liaison regarding the patrol investigator assigned to work in District pursuant to this Agreement. If, in the event the District should request reassignment of investigator working pursuant to this Agreement, District agrees to cooperate with the Sheriff's management of employees through the established policies and procedures for Denton County, the Denton County Sheriff's Office and the Denton County Sheriff's Office Civil Service Commission.
- 6.1.2 District will provide School Resource Investigator 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 Investigator with access to designated school campuses;
- 6.1.4 District and County agree that the Investigator will be compensated for any overtime worked in accordance with the Denton County Attendance/Leave Time/Overtime policy as it applies to Non-exempt law enforcement personnel. ***See Exhibit "B"***.
- 6.1.5 District will coordinate job assignments and work schedules with the School Resource Investigator in accordance with the Denton County Personnel Policies. District agrees that School Resource Investigator will not be used as a crossing guard.
- 6.1.6 District will have a superior right to set the work schedules for the School Resource Investigator. The County may only infringe on the right of the District to assign in compliance with the law the activities of the School Resource Investigator during (1) a law enforcement emergency or (2) if the work schedule of the School Resource Investigator falls below the minimum number of hours for a full time employee of County.
- 6.1.7 District will comply with the time keeping requirements for County 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 Investigator to work paid overtime, the District agrees that it will reimburse the

County for the overtime rate of the Investigator 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 grant. Any one time or single purchase is itemized in the Budget Impact Statement, *Exhibit "A"*.
- 6.1.9 District will notify County if the need for any further Interlocal Agreements is necessary to fully utilize the School Resource Investigator. Any further Interlocal Agreements must be approved by the Denton County Commissioners Court and District.

7. SCHOOL RESOURCE INVESTIGATOR VEHICLE

7.1 County and District understand and agree that this Agreement provides funding for the expenses for the County to provide a suitable vehicle, equipment, facilities, maintenance, repair, and service of the vehicle for the performance of all duties and obligations of County as stated herein during the period of this Agreement.

7.2 The County will:

- 7.3.1 coordinate the purchase of liability insurance coverage via the County's Fleet Policy.
- 7.3.2 provide routine maintenance, repairs, and fuel costs of the vehicle.
- 7.3.3 purchase, if necessary, and install the necessary equipment to make the vehicle ready for use by the Investigator.

7.4 The School Resource Investigator shall have the full authority to use the vehicle in accordance with the Sheriff's Office General Manual. This includes, but is not limited to allowing the Patrol Investigator to take the vehicle home, within a reasonable distance.

7.5 District is not responsible for any costs the County determines are attributable to the School Resource Investigator's misuse of the vehicle in violation of this Agreement and the Sheriff's Office General Manual.

8. LEGAL PROCEEDINGS

8.1 **COUNTY LIABILITY:** The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the District. The County 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 County. The District shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County 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 County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation and may be appealed to the court of jurisdiction in Denton County. 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 County 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 preformed 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 according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

9. COUNTY POLICIES

9.1 Each School Resource Investigator shall have the duties outlined under this Agreement as their primary duty, and will not regularly be assigned additional police duties. The County reserves the right, however, to reassign the Investigator temporarily in the event of an emergency, or when other circumstances require an enhanced police presence elsewhere in the county and/or when the District is not in session. The County will make every effort to minimize mandatory absences by each Investigator from the school campuses. However, there may be occasions due to mandated training requirements, court attendance, or other situations beyond the control of an Investigator, which will require his/her absence. Each Investigator will keep the principals at the campuses informed of any of these absences when they occur. All comments, criticisms, suggestions, and recommendations for Investigator 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 grant funding is no longer available, removed or discontinued, such as through loss of a contract or grant funding, the employees assigned to that activity or function will be reassigned to other open classified positions of the same rank in the Sheriff's Office. Such reassignments may involve intra-divisional transfer. 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 within the Sheriff's Office.

9.3 Denton County Civil Service. The parties recognize the authority, rules, regulations, and procedures of the Denton County Personnel Policies, Denton County Sheriff's Office General Manual, Policy, & Procedures, and the Civil Service Rules of the Denton County Sheriff's Office Civil Service Commission. The rules, regulations, and procedures promulgated by those entities are provided to guide supervisors in management of employees. Occasions may arise that require the parties to investigate incidents in order to properly supervise employees. All parties to this contract agree to cooperate fully in any investigation, or employee review of any kind, that may determine if a violation of the rules, regulations, and procedures has occurred, and in the recommendation or selection of disciplinary action necessary to deter repeated violations and maintain the integrity and community respect for the Office.

10. INDEPENDENT CONTRACTOR

10.1 County 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 investigator is assigned to the school district and the way the County 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 County or any of County's agents or employees. County assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. County, 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 County nor District shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of its officers, members, agents, servants, employees, or officers of the other.

11. INSURANCE

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

12. NON-DISCRIMINATION

12.1 County 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 County 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 County 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:

COUNTY ADDRESS

Honorable Andy Eads
Denton County Judge

AND

Sheriff Tracy Murphree
Denton County Sheriff's Office

Courthouse-on-the-Square
110 West Hickory
Denton, Texas 76201
Telephone (940) 349-2820

127 North Woodrow Lane
Denton, Texas 76205
Telephone (940)349-1620

DISTRICT ADDRESS

Jeff Russell, Area Superintendent
Denton Independent School District
1307 North Locust
Denton, TX 76201
(940) 369-0038

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** - Denton County Budget Impact Statement ~ School Resource Investigator
- EXHIBIT B** - Denton County Attendance/Leave Time/Overtime Policy
- EXHIBIT C** - Investigator Job Description

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 County Judge, or the Presiding Officer of the Denton County Commissioner's Court, is granted the authority to execute this agreement upon the approval of the Denton County Commissioner's Court of this contract.

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.

DENTON COUNTY, TEXAS

DENTON INDEPENDENT SCHOOL DISTRICT

Andy Eads, County Judge
Denton County Commissioners Court
110 West Hickory, Room #207
Denton, Texas 76201
(940)349-2820

Denton Independent School District
Central Services Center Office
1307 North Locust
Denton, TX 76201
(940) 369-0000

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Attorney for Denton Independent
School District