

**CITY OF AUBREY, TEXAS**

**RESOLUTION NO. 594-13**

**A RESOLUTION OF THE CITY OF AUBREY, TEXAS APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES WITH THE DENTON INDEPENDENT SCHOOL DISTRICT AND AUTHORIZING THE MAYOR TO EXECUTE SAME.**

**WHEREAS**, Denton Independent School District ("District") desires to provide its students and staff at the premises of the Navo Middle School with full-time law enforcement protection and services and seeks to enter into an interlocal cooperation agreement with the City of Aubrey, Texas ("City") under Chapter 791 of the Texas Government Code; and

**WHEREAS**, the City is agreeable to provide such full-time law enforcement protection and services to the District; and

**WHEREAS**, the City Council for the City of Aubrey, Texas ("City Council") has determined that entering into the Interlocal Cooperation Agreement for Law Enforcement Services (the "Interlocal Agreement"), attached hereto as Exhibit A and incorporated herein by reference for all purposes, with the District as provided by Chapter 791 of the Texas Government Code is beneficial to the health, welfare and safety of the City and its citizen; and

**WHEREAS**, the City Council desires to enter into the Interlocal Agreement between the City and the District and hereby authorizes the Mayor's execution of said Interlocal Agreement.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, THAT:**

**Section 1. Recitals Incorporated.**

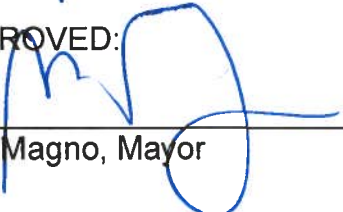
The recitals above are incorporated herein as if set forth in full for all purposes.

**Section 2. Approval and Authorization.**

The City Council hereby approves the Interlocal Agreement with the District; and, further authorizes the Mayor of the City of Aubrey, Texas to execute same on behalf of the City, subject to the City Attorney's approval as to form—and subject to the Mayor's approval as to substance and content—of same.

**PASSED AND APPROVED** by the City Council of the City of Aubrey, Texas this the 17 day of September 2013.

APPROVED:

  
\_\_\_\_\_  
Roy Magno, Mayor

ATTESTED:

  
\_\_\_\_\_  
Isaac Linton, City Secretary

**INTERLOCAL COOPERATION AGREEMENT  
FOR LAW ENFORCEMENT SERVICES  
2013-2014**

THIS INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES (this "Agreement"), is made and entered into by the City of Aubrey, Texas, a municipal corporation, (the "City"), and the Denton Independent School District (the "DISD").

WHEREAS, DISD is desirous of providing its students and staff at Navo Middle School with full-time law enforcement protection and services; and

WHEREAS, the City is desirous of furnishing such full-time law enforcement protection and services to DISD; and

WHEREAS, the parties hereto desire to enter into this Agreement to provide law enforcement protection and services at the highest level possible for both parties in accordance with the terms and conditions set forth herein; and

WHEREAS, all payments to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, the parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder and is in the best interest of each party; and

WHEREAS, this Agreement shall be in conformance with Chapter 791 of the Texas Government Code, more commonly known as the "Interlocal Cooperation Act."

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES HERETO AGREE TO THE FOLLOWING:**

- Section 1. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Section 2. **Term.** This Agreement shall be for a term commencing on August 22, 2013 ("Effective Date"), and ending on May 31, 2014. The City agrees to prepare and have submitted to DISD its proposal for each renewal year not later than August 1<sup>st</sup> of the then current year. Notwithstanding anything herein to the contrary, however, this Agreement may be terminated pursuant to the provisions of Section 6.
- Section 3. **Scope of Services.** The City hereby agrees to provide DISD the following services, to be performed solely at the premises of the DISD Navo Middle School ("Navo Campus"), said services hereinafter collectively referred to as "Police Service." Said Police Service includes the services described below in subsection 3.a.-3.j.
  - a. All City personnel assigned to perform SRO services for DISD at the Navo campus shall have valid licenses issued by the Texas Commission on Law Enforcement.
  - b. Services performed by an SRO include providing routine campus patrols, crime prevention/awareness, criminal investigations, classroom instruction, and enforcement of the laws of the State of Texas in such a manner as to provide adequate law enforcement to the Navo Campus while school is in session and during the SRO's normal (non-overtime) working hours. It is specifically understood that a single City police officer acting in the role of SRO shall be assigned to cover the Navo Campus. It is further

understood that: (i) the SRO assigned to the Navo Campus may, from time to time, be required to respond to calls or otherwise provide services outside of the Navo Campus or outside of the DISD; and (ii) from time to time, a City police officer other than the SRO may be provided by the City to function under this Agreement in place of the SRO. The parties agree that the coverage described hereinabove constitutes adequate Police Service, and that the City in no way warrants or guarantees the outcome or results of any situation involving the Police Service described in or required under this Agreement.

- c. It is recognized that DISD may from time to time make requests for the services of the SRO or other City police personnel for events outside of the SRO'S normal (non-overtime) working hours and beyond the SROs' normal duties under this Agreement, including without limitation: sporting events, educational events, and extracurricular events or activities (collectively, "Special Event Services"). However, such services are beyond the scope of this Agreement and the City shall not provide any Special Event Services unless under a separate, duly adopted agreement between DISD and the City that governs the provision of and payment for Special Event Services.
- d. Arranging for and/or coordinating jail capacity and services for housing arrestees/prisoners, including booking services, subject to limits or conditions of the Denton County Sheriff's Office.
- e. All human resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide Police Services under this Agreement, including providing all employee policies and procedures and the administration thereof.
- f. All general and personal liability coverage of City personnel providing said Police Service at the same level of protection afforded officers and employees while performing the same or similar duties in the City, provided however, that neither party shall be responsible for the other party's employee health, retirement and/or pension benefits.
- g. Conduct all crime reporting and maintain the City's standard law enforcement activity reports/statistics pertinent to DISD for the purpose of providing DISD performance measures relating to Police Service provided by the City in accordance with this Agreement.
- h. The Chief of Police for the City's Police Department, subject to the authority of the City's Mayor and City Council, will be solely responsible for planning, organizing, assigning, directing and supervising the City's personnel under this Agreement. The rendition of service, the standard of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed will be determined, directed and performed by the City's Police Department, subject to the authority of the City's Mayor and City Council.
- i. Give prompt consideration to all Police Service requests from DISD that shall be routed through a person to be designated by the DISD as the DISD Liaison Officer. The City will make every reasonable effort to comply with such requests as long as they are consistent with the law and the City regulations, subject to the limitations of Section 4.b. of this Agreement.
- j. Submit written reports of any and all activity within the Navo Campus as soon as reasonably possible after the 10<sup>th</sup> of the month for Police Service provided during the prior month. Such reports shall include the response time for all activity reported within the Navo Campus.
- k. At the DISD's sole expense, add and maintain a DISD logo, acceptable to the City, to any patrol vehicles utilized at the Navo Campus. This logo will be no larger than the City's official logo and will be in a contrasting color from the City's Police Department logo and will not be the primary visual focus on the patrol vehicles. At no time will the

police insignia that is worn by the officers of the City's Police Department be changed except under renegotiation of this Agreement.

**Section 4. DISD's Obligations.** DISD agrees to perform the following:

- a. Pay the sum of \$66,000.00 to the City for the Police Service for the ten-month period beginning with the Effective Date, and ending May 31, 2014, said sum to be paid in four equal installments of \$16,500.00 payable, respectively, on or before September 1, 2013; December 1, 2013, March 1, 2014; and May 1, 2014. During any renewal terms of this Agreement (per Section 2), DISD's payment obligation shall be as set forth in the proposal submitted by the City for such Term pursuant to the terms of Section 2. The amounts due for each Term shall be payable in four equal installments on September 1, December 1, March 1, and May 1 of such Term.
- b. In addition to the sums due under 4.a., DISD must pay any actual, out-of-pocket non-personnel costs incurred by the City in connection with any criminal matters and/or investigations undertaken by, for or within the Navo Campus or any of its property or facilities.
- c. Pay all jail fees associated with persons arrested in or upon any Navo Campus property or facilities or during any DISD event or activity.
- d. DISD shall make any and all payments of any kind that may be due or become under this Agreement in the form of an DISD check made payable to "City of Aubrey" and sent or delivered to the City Secretary.
- e. Designate a Liaison to act on behalf of DISD, and to serve as "DISD Liaison Officer" for the community. The DISD Liaison Officer will devote sufficient time and attention to the execution of said duties on behalf of DISD's employees, agents, contractors, and/or laborers, if any, in the furtherance of the purpose, terms and conditions of this Agreement for the mutual benefit of DISD and the City. DISD will notify the City as to the designation of "DISD Liaison Officer" for DISD if the DISD Liaison Officer is a person other than the Superintendent of DISD. All requests or communications from the DISD Liaison Officer regarding this Agreement and Police Services shall be in writing and sent to the Chief of Police with a full, true and correct copy sent to the Mayor and the City Secretary, except in cases of emergency, in which case the request or communication shall be, as soon as is practicable after the emergency, memorialized in writing and sent to the Chief of Police with a full, true and correct copy sent to the Mayor and the City Secretary. The City may change the person(s) to whom the written communications under this Section 4.f. must be sent by providing written notice from the Mayor to the DISD.
- f. DISD shall not request from any City employee or officer to perform any Special Event Services or any other services requiring overtime hours, pay or compensation, and shall not allow the provision of any such services by any City employee or officer unless under a separate, duly-adopted written agreement between the City and DISD.

**Section 5. Revenues Retained.** All revenues, fines, and forfeitures that may be generated by the performance of Police Service within the boundaries of the Navo Campus shall be retained by the City.

**Section 6. Termination**

- a. This Agreement may be terminated at any time, by either party giving 90 days written notice to the other party to the addresses provided herein. In the event of such

termination by either party, the City will be compensated for all Police Service performed to the termination date, which will be the date 90 days after the date of the notice of termination, together with any payments then due and as authorized by this Agreement.

- b. If DISD fails to make the payments required by Section 4.a. as and when due or fails to make any other payment due under the terms of this Agreement to the City within 30 days after the date of billing for any invoiced amounts, the City, at its discretion, may suspend all Police Service until payment is received or may terminate this Agreement by giving proper notice. DISD will not be entitled to a reduction in the amounts due under Section 4,a, for any period during which Police Service are suspended for non-payment.
- c. DISD's recourse for failure of the City to furnish Police Service under this Agreement will be the right to make a proportionate reduction in the fee to be paid (as determined by mutual agreement of the parties) or to terminate this Agreement by giving proper notice.
- d. Upon termination, any vehicles, equipment or other items of personal property purchased by the City will remain the property of the City and will be relinquished to the City upon the City's request.

Section 7. **Notices.** All written notices shall be sent to the following parties by postage prepaid, U.S. certified mail-return receipt requested:

**The City**

Mayor  
Chief of Police  
City Secretary  
City of Aubrey  
107 S. Main St.  
Aubrey, TX 76227

**DISD**

Superintendent  
Denton Independent School District  
1307 N. Locust St  
Denton, TX 76201

Section 8. **Dispute Resolution.** In order to ensure an effective relationship between the parties and to provide the best possible Police Service, it is mutually agreed that all questions arising under this Agreement shall be handled and resolved between the City's Mayor and DISD Superintendent (with such resolution only being effective if duly ratified by both the respective governing bodies). Any issues not resolved under the terms of this section shall be referred to the respective governing bodies for resolution, and the parties hereby agree to the appointment of a court-certified mediator to assist in resolving said dispute as a prerequisite to the filing of any lawsuit over such issues. Any such mediation shall be held within 30 days of a demand therefore by any party. If one party fails or refuses to mediate within such 30-day period, the other party may proceed to enforce its rights in a court of competent jurisdiction.

Section 9. **Jurisdiction.** By this Agreement, DISD grants full and complete authorization and jurisdiction to the City for all Police Service provided by the City contained in this Agreement. Said jurisdiction shall apply to the NAVO Campus.

Section 10. **Venue.** Venue for any legal dispute arising pursuant to this Agreement shall be in Denton County, Texas.

Section 11. At all time during the term of this Agreement, all police officers and employees shall be solely under the supervision and control of the City's Chief of Police and his/her duly authorized representative, subject to the authority of the Mayor and the City Council.

Section 12. Both parties mutually agree that (i) the City is an independent contractor, (ii) that the City shall have exclusive control of the performance of Police Service hereunder, and (iii) that employees of the City in no way are to be considered employees of DISD. This Agreement confers no rights on any person not a party to this Agreement.

Section 13. **Indemnification.** DISD agrees to hold harmless, save and indemnify the City for any and all claims for damages, personal injury and/or death that may be asserted against the City arising from DISD's negligence or its performance hereunder, save and except for intentional acts or acts of gross negligence by the City. The City agrees to hold harmless, save and indemnify DISD for any and all claims for damages, personal injury and/or death that may be asserted against DISD arising from the City's negligence or its performance hereunder, save and except intentional acts or acts of gross negligence by DISD. The foregoing notwithstanding, the parties hereto reserve the right to assert all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to these parties.

The provisions of this indemnification are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any person or entity.

Section 14. **Waiver of Breach.** No waiver by either party of any default or breach of a term or condition of this Agreement by the other party may be treated as a waiver of any subsequent default or breach of the same or any other term or condition of this Agreement.


Section 15. This Agreement may only be modified, changed or altered at any time upon mutual agreement of the parties, provided that any such modification, change, and/or alteration be reduced to writing and approved by the governing bodies of the City and DISD.

Section 16. This Agreement contains the entire agreement and understanding between the parties, is contractual and not mere recital, and shall be binding upon and inure to the benefit of the parties. This Agreement renders any inconsistent prior agreements and understandings, written or oral, regarding the subject matter of this Agreement between the parties void.

IN WITNESS WHEREOF, we have hereunto set our hands this the 17 day of September, 2013, in duplicate originals.

CITY OF AUBREY, TEXAS

DENTON INDEPENDENT SCHOOL DISTRICT

  
\_\_\_\_\_  
Roy Magno, Mayor  
ATTEST:

\_\_\_\_\_  
Superintendent  
ATTEST:

  
\_\_\_\_\_  
Isaac Linton, City Secretary

\_\_\_\_\_  
Secretary