

SAN DIEGO INDEPENDENT SCHOOL DISTRICT

INTER-GOVERNMENTAL PARTICIPATION AGREEMENT

This Inter-Governmental Participation agreement (the "Agreement") is made and entered into by and between San Diego Independent School District. Whose mailing address is 609 Labbe Ave, San Diego, Texas, 78384 (hereinafter referred to as the "District"), and the City of San Diego, whose mailing address is 404 S. Mier, San Diego, Texas 78384 (hereinafter referred to as the "City") in an effort to serve the needs of the District.

I. RECITALS

WHEREAS, a local government entity is authorized to agree with other local government entities to provide change to certain contacted services; and

WHEREAS, the District and the City have discussed the details of this intergovernmental agreement and the mutual benefits to be derived from such agreement; and

WHEREAS, the purpose of this Agreement is to renew and secure the professional services of a School Resources Officer (SRO), said officer to being a current licensed and certified police officer employed by the City of San Diego Police Department (hereinafter referred to as San Diego Police Department(, and

NOW THEREFORE, in consideration of this Agreement, promises and obligations contained herein, the District and the City agree to the following terms and conditions:

II. TERMS AND CONDITIONS

1. **Approve an Inter-governmental Agreement.** The District and the City by execution and acceptance of this Agreement hereby agree to share the salary of the District's SRO, as more fully set forth in Paragraph 5 hereinbelow.
2. **Term.** The Initial term of this Agreement shall commence on the date it is executed by both parties and shall renew automatically each year thereafter unless sooner terminated in accordance with the provision of this Agreement.
3. **Services.** The San Diego Police Department, under the supervision/direction of the City shall make available and provide the services of a School Resources Officer (DRO); said services shall include, but shall not be limited to;
 - a. Offenses, allegations, investigations or presentations involving Theft; Assault; Disorderly Conduct Issues; Classroom Observations; Counseling; Truancy Checks; Terrorist Threats; Anti Drug & Alcohol Presentations; Bullying Presentations; Tobacco Use Prevention; Criminal Trespass Issues; Medical Responses; Reckless Driving Issues. Threats; Security at Home & Out-of-Town extracurricular activities; and any other Law Enforcement issues the District Administration deems necessary and that occur with the scope and purview of the District's legal authority and jurisdiction.

- b. Taking a proactive, preventative approach to crime in our schools, the purpose and goal of such approach shall be to build a rapport with school personnel and students, while seeking to create a safe learning environment.

4. Termination

- a. **By the San Diego Independent School District.** This agreement may be terminated by the District at any time for cause, provided the District gives thirty (30) days prior written notice to the City.

Absent a finding of cause, this agreement shall be terminated by giving thirty (30) days prior written notice to the City before the annual renewal as renewal as provided in Section II, Paragraph 2 herein.

- b. **By the City.** This Agreement may be terminated by the City at any time for cause, provided the City gives thirty (30) days notice to the District.

Absent a finding of cause, this Agreement shall be terminated by giving thirty (30) days prior written notice to the District before the annual renewal as provided in Section II, Paragraph 2 herein.

5. Payments by the District for SRO Services.

- a. The City shall pay the SRO a Salary, Social Security, Workman's Compensation, Retirement, and Health Insurance, as provided under the terms and provisions of the SRO's employment with the City.
- b. The District shall pay the City a portion of the SRO's salary, as a contracted service, said portion to be allocation for the academic year 2015-2016 in the amount of \$23,331.20 commencing on August _____, 2015, and thereafter, the City shall provide the District by no later than August 1 of each calendar year the amount of the SRO's salary, including benefits, for which the District Shall be liable under this Agreement.
- c. Any increase in the salary amount provided in subsection (b) above, shall be subject to approval of the District. Failure of the District to provide written notice of the termination of this Agreement as provided herein, or failure to approve the salary increase provided in subsection (b), shall automatically renew this Agreement with the current salary amount paid by the District.

6. **Prior Agreements.** This Agreement constitutes the sole and only agreement of the parties to the Agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

7. **Amendment.** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

8. **Notice.** All notices required under this Agreement must be giving by certified mail or registered mail, addressed to the proper party, postage prepaid, at the following addresses:

DISTRICT:

San Diego Independent School District
609 Labbe Ave.
San Diego, Texas 78384
Attn: Samuel Bueno, Superintendent of Schools

CITY:

City of San Diego
404 S. Mier
San Diego, Texas 78384+
Attn: Mayor of the City of San Diego

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

9. **Effective Date of Agreement.** The undersigned parties execute this Agreement in duplicate originals on the _____ day of _____ 2015 in San Diego, Duval County, Texas but same shall be made effective as of the 1st day of August, 2015

CITY OF SAN DIEGO

BY: _____

DATE: _____

ATTEST:

City Secretary

THE STATE OF TEXAS §

COUNTY OF DUVAL §

This instrument was acknowledged before me on the _____ day of _____, 2015, by Rupert Canales, III., Mayor of the City of San Diego, on behalf of said City of San Diego.

Notary Public, State of Texas

SAN DIEGO INDEPENDENT SCHOOL DISTRICT

By: _____

DATE: _____

BY: _____

DATE: _____

THE STATE OF TEXAS §

COUNTY OF DUVAL §

This instrument was acknowledged before me on the _____ day of _____, 2015, by _____, Rupert Canales, Jr., Board President of the San Diego Independent School District, on behalf of said School District.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF DUVAL §

This instrument was acknowledged before me on the _____ day of _____, 2015, by _____, Dr. Samuel Bueno, Superintendent of the San Diego Independent School District, on behalf of said School District.

Notary Public, State of Texas