

POLICE / SCHOOL LIAISON INTERLOCAL AGREEMENT

This Police/School Liaison Interlocal Agreement (“Agreement”) is entered into this day of _____, 2016, between the Town of Little Elm, a home rule city, in Denton County, Texas (hereinafter called the “TOWN”) and the Denton Independent School District, an independent school district of Denton County, Texas (hereinafter called the “DISD”). Together, the TOWN and the DISD shall be referred to as the "Parties" and individually as a “Party.”

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), authorizes local governments to contract with each other to facilitate the provision of governmental functions and services of said local governments under the terms of the Act; and

WHEREAS, the TOWN and the DISD are both local governments as defined by Section 791.003 (4) (A) of the Act engaged in the provision of governmental functions and services to whom they serve; 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 Officers (the “SROs”), the TOWN, and the 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. The TOWN shall provide two (2) certified police officers licensed by the Texas Commission on Law Enforcement (TCOLE) for the School Liaison Program for the TOWN's 2016-2017 fiscal year, to serve as school resource officers, assigned to the following duties in and on the grounds of Navo Middle School and Braswell High 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 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. The DISD shall furnish a suitable office space and telephones, and one (1) fully equipped police vehicle for use by the SROs but all other operational expenses shall be paid by the TOWN. The TOWN will allow the DISD to participate in the selection of SROs; however, the Town of Little Elm Chief of Police (“Police

Chief”) reserves the right to make the final decision and appointment of any SRO. The Police Chief shall meet and confer with the campus principals from time to time, to establish mutually agreeable operational policies for the SROs and SRO Sergeant. Nothing in this Agreement, however, shall abridge the right and responsibility of the Police Chief to assign, replace, discipline or otherwise supervise the activities of the SRO or SRO Sergeant. Further, nothing in this Agreement shall require TOWN to provide continuous police presence on any certain campus of the DISD during every school day when an SROs or SRO Sergeant 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 TOWN to provide an SRO, SRO Sergeant or other police presence at any school activities or events outside of regular school hours.

- C. Other than in the event of an emergency situation, the Town will provide no less than a three (3) business day notice to the DISD that an SRO will not be on-duty because of necessary court appearance, training, administrative duties, or other official duties. Such notice shall be provided to the principal of the school to which the SRO is assigned.
- D. Information Sharing:
 - 1. The Little Elm Police Department (“the 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. The 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 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 will by law share the information, based on all laws and regulations.
- E. The SROs shall report to the Sergeant of the Operational Support Unit, Lieutenant of the Operational Support Unit, Assistant Chief, 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. The SRO Sergeant shall report to the Lieutenant of the Operational Support Unit, Assistant Chief, and the Police Chief. While on any campus, the SRO Sergeant 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.
- F. The SROs and SRO Sergeant shall act as any other Town paid full-time police

professional. The SROs and SRO Sergeant are 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 be effective the first day of July 2016 and shall continue thereafter for a period of five (5) years on a year-to-year basis or until either Party gives the other Party one hundred and eighty (180) days' notice of intent to terminate.

III. PAYMENT FOR SERVICES

- A. The DISD shall pay the TOWN the sum of \$115,302.14 for services and \$45,638.00 for a fully equipped police vehicle. The total amount to be rendered to the TOWN for 2016-17 is \$160,940.14. Quarterly payments in the amount of \$40,235.04 should be paid beginning no later than 15th of the month in July and October of 2016 and January and April of 2017. The annual amount and vehicle cost calculation is set forth in Exhibit "A" attached hereto and incorporated by reference herein. The calculation is based upon 75% of the cost of the current salary and benefits of two (2) full time officers and the cost to fully equip one (1) police vehicle.
- B. For years two through five of this Agreement, on or before each April 15th, the TOWN shall provide the DISD an invoice of the costs to be paid for funding the SROs and/or the vehicle for the following fiscal year. The DISD shall notify the TOWN in writing, as provided in Section IX, no later than May 31st of each year, of its election to terminate the Agreement. Unless the DISD sends notice to the TOWN, on or before May 31, that it intends to terminate the Agreement as of the end of the DISD fiscal year, DISD shall make the first quarterly payment for the upcoming fiscal year beginning on or before July 15th of the year in which the invoice is sent.
- C. In the event DISD does terminate this agreement in accordance with the terms herein prior to the end of the fifth year, TOWN shall reimburse DISD with the market value of the fully equipped police vehicle. Market Value shall be determined as of June 30th, the last day of the validity of this agreement prior to termination.
- D. The DISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event any SRO is absent due to sick leave, training, subpoena or court appearance, compensatory time due to time dedicated to DISD, worker's compensation, holiday, vacation, other than during a school day, 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.
- E. In the event the TOWN exercises its right to reassign the SRO when in the sole

judgment of the TOWN his/her services are required in response to a Town-wide or major emergency for more than 15 consecutive school days, payment for service shall be reduced on a prorated basis.

IV. INDEPENDENT CONTRACTOR

The TOWN is and 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 the TOWN 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 the DISD and the TOWN or any of the TOWN's agents or employees. The TOWN assumes exclusive responsibility for the acts of its employee as they relate to the services provided during the course and scope of his/her employment. The TOWN, 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

The TOWN is insured, and shall provide the DISD documentation of its coverages, said coverages to meet the approval of the DISD. The TOWN 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, the TOWN shall provide the 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 the TOWN and the 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 one hundred and eighty (180) 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.

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 the 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 1307 North Locust Street, Denton, Texas 75061.
- D. Notices to the TOWN shall be deemed given when delivered in person to the Town Manager of the TOWN, or on the next business day after the mailing of said notice addressed to said TOWN by United States mail, certified or registered mail, return receipt requested, and postage paid at 100 W. Eldorado Parkway, Little Elm, 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.
- G. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

X. MUTUAL HOLD HARMLESS

- A. To the extent allowed by law, the DISD does hereby agree to waive all claims against, release, and hold harmless the TOWN 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 implementation of this Agreement.

- B. To the extent allowed by law, the TOWN does hereby agree to waive all claims against, release, and hold harmless the 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 implementation of 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.

XI. DISPUTE RESOLUTION

Should a dispute arise between the Parties regarding this 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 equally by the parties with each paying fifty percent (50%) of the cost. The purpose of this section is to reasonably ensure that the TOWN and the 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 TOWN OF LITTLE ELM,

Matt Mueller, Town Manager

ATTEST:

Kathy Phillips, Town Secretary of Little Elm

**DENTON INDEPENDENT
SCHOOL DISTRICT**

Dr. Richard Valenta, Deputy
Superintendent of Schools

ATTEST:

Printed Name: _____
Title: _____

"Attachment A"

*Calculation for Cost Per Full-Time Officer Salary and Benefits
Fiscal Year 2016/2017*

SRO #1 Salary and Benefits:

Annual Base Salary: \$54,302.04
Benefits: \$22,566.05
Cost per SRO: \$76,868.09

Salary Contributions From Both Parties

DISD 75%: \$115,302.14
TOWN 25%: \$38,434.04

SRO #2 Salary and Benefits:

Annual Base Salary: \$54,302.04
Benefits: \$22,566.05
Cost per SRO: \$76,868.09

Total DISD Cost:

Salaries: \$115,302.14
Police Vehicle: \$45,638.00
Total DISD Cost: \$160,940.14

Total Salaries: \$153,736.18

Quarterly Payment Amount: \$40,235.04

Fully Equipped Police Vehicle:

Vehicle Cost: \$45,638.00