

**AMENDMENT TO THE JOINT INTERLOCAL COOPERATION AGREEMENT  
FOR SCHOOL RESOURCE OFFICER SERVICES**

This **AMENDMENT TO THE JOINT INTERLOCAL COOPERATION AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES** (hereinafter the “Amendment”) is entered into by and between DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 11-A, DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 11-B, DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 11-C, DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 8-A, DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 8-B (collectively the “Districts”) and DENTON INDEPENDENT SCHOOL DISTRICT (“DISD”).

**RECITALS:**

1. The Districts and DISD entered into that certain Joint Interlocal Cooperation Agreement for School Resource Officer Services (the “Original Agreement”) the term of the Original Agreement dated to begin August 28, 2018, whereby the Districts agreed to assist DISD and the Town of Little Elm with maintaining safety and security for Catherine Bell Elementary and Paloma Creek Elementary (collectively, the “Schools”), including assistance with the costs of certified peace officers to serve as School Resource Officers (“SROs”) at each of the Schools.
2. Per the terms of the Original Agreement, the Districts agreed to pay to DISD 75% of the annual costs of the two SROs serving the Schools, with the Town of Little Elm contributing the remaining 25% of the annual costs.
3. At the 2023 Texas Legislative Session, HB3 was passed by the Texas Legislature, adding new Texas Education Code section 37.0814, requiring each school board to ensure that at least one armed security officer is present during regular school hours at each campus.
4. In conjunction with HB 3, the annual allotment from the State to meet the requirements of 37.0814 was set at \$15,000 per school in a school district
5. DISD has agreed to contribute the State’s annual allotment to the annual costs of the SROs serving each of the Schools.
6. DISD and Districts now desire to amend the Original Agreement in accordance with such agreement as set forth more fully below.

**AGREEMENTS:**

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DISD and Districts do hereby agree as follows:

1. The section of the Original Agreement titled “Contract Funding Amount” shall be amended to add the following language:

“For each year of this Agreement, DISD shall contribute to the costs of the SROs

serving the Schools in the amount reflecting the maximum amount of funding per school set by the State and allocated to DISD, which for the 2024 – 2025 school year is \$15,000 per school. The amounts contributed by DISD shall be recognized by a reduction in the April quarterly installment paid by the Districts to DISD.”

2. The Original Agreement is amended to incorporate an addition section titled “Crossing Guards” with the following language:

“DISD will hire a minimum of two (2) crossing guards that shall be assigned to the Schools. The Districts agree to reimburse DISD an amount equal to \$15 per hour to pay for crossing guards, with the expected hourly requirement to be 1.5 hours per school day. DISD will send a bill to the Districts quarterly for which the Districts will reimburse DISD within 30 days.”

3. Ratification. Except as expressly amended hereby, the Original Agreement and all rights and powers created thereby or thereunder are in all respects ratified and confirmed and remain in full force and effect. Where any paragraph of the Original Agreement is modified or deleted by this Amendment, any unaltered provision of such paragraph of the Original Agreement shall remain in full force and effect. However, where any provision of this Amendment conflicts or is inconsistent with the Original Agreement, the provision of this Amendment shall control.

*Signature Page to Follow  
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**SIGNED AND AGREED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**DENTON INDEPENDENT SCHOOL  
DISTRICT**

\_\_\_\_\_  
President, Board of Trustees

**ATTEST:**

\_\_\_\_\_  
Secretary, Board of Trustees

**SIGNED AND AGREED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**DENTON COUNTY FRESH WATER  
SUPPLY DISTRICT NO. 11-A**

ATTEST: \_\_\_\_\_ Board President

\_\_\_\_\_, Board Secretary



**SIGNED AND AGREED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**DENTON COUNTY FRESH WATER  
SUPPLY DISTRICT NO. 11-B**

ATTEST:

\_\_\_\_\_ Board President

\_\_\_\_\_, Board Secretary

**SIGNED AND AGREED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**DENTON COUNTY FRESH WATER  
SUPPLY DISTRICT NO. 11-C**

ATTEST: \_\_\_\_\_ Board President

\_\_\_\_\_, Board Secretary

**SIGNED AND AGREED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**DENTON COUNTY FRESH WATER  
SUPPLY DISTRICT NO. 8-A**

ATTEST: \_\_\_\_\_ Board President

\_\_\_\_\_, Board Secretary

**SIGNED AND AGREED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**DENTON COUNTY FRESH WATER  
SUPPLY DISTRICT NO. 8-B**

ATTEST: \_\_\_\_\_ Board President

\_\_\_\_\_, Board Secretary

**"Attachment A"**  
**DENTON ISD SCHOOL RESOURCE OFFICERS**  
Calculation for Cost Per Full-Time Officer Salary and Benefits  
Fiscal Year 2025 – 2026

**A. Salary and Benefits**

**SRO #1** Salary and Benefits: (Officer Wilson, Bell Elementary School)

Annual Base Salary: \$85,007.07  
Benefits: \$35,250.40  
Cost per SRO: \$120,257.47

**SRO #2** Salary and Benefits: (Officer Salomon, Navo Middle School)

Annual Base Salary: \$100,684.29  
Benefits: \$29,447.02  
Cost per SRO: \$130,131.31

**SRO #3** Salary and Benefits: (Officer Roach, Braswell High School)

Annual Base Salary: \$90,431.52  
Benefits: \$23,817.63  
Cost per SRO: \$114,249.15

**SRO #4** Salary and Benefits: (Officer Williams, Braswell High School)

Annual Base Salary: \$80,739.75  
Benefits: \$30,638.33  
Cost per SRO: \$111,378.08

**SRO #5** Salary and Benefits: (Godi, Braswell High School)

Annual Base Salary: \$85,586.32  
Benefits: \$28,657.90  
Cost per SRO: \$114,244.22

**SRO #6** Salary and Benefits: (Officer Erickson Union Park)

Annual Base Salary: \$80,739.75  
Benefits: \$30,638.33  
Cost per SRO: \$111,378.08

**SRO #7** Salary and Benefits: (Officer Robinson, Cheek Middle School) Fully Funded

Annual Base Salary: \$94,647.46  
Benefits: \$35,630.90  
Cost per SRO: \$130,278.36

**SRO #8** Salary and Benefits: (Sergeant Reza, Paloma Creek & DISD SRO Supervisor)

Annual Base Salary: \$108,186.31  
Benefits: \$31,903.74  
Cost per SRO: \$140,090.05

Salary and Benefits Cost Total: (6 SROs plus 1 Sgt) \$841,728.36  
DISD share 75% \$631,296.27  
DISD 100% Cheek SRO \$130,278.36

**Total DISD Cost:**

Salaries: \$761,574.63

**DISD Quarterly Payment Amount:** \$190,393.65

JOINT INTERLOCAL COOPERATION AGREEMENT FOR  
SCHOOL RESOURCE OFFICER SERVICES

This Joint Interlocal Cooperation Agreement for School Resource Officer Services hereinafter referred to as "Agreement", is made by and between Denton Independent School District ("DISD"), a political subdivision of the State of Texas, and Denton County Fresh Water Supply District No. 8-A ("No. 8-A"), Denton County Fresh Water Supply District No. 8-B ("No. 8-B"), Denton County Fresh Water Supply District No. 11-A ("No. 11-A"), Denton County Fresh Water Supply District No. 11-B ("No. 11-B"), and Denton County Fresh Water Supply District No. 11-C ("No. 11-C"). No. 8-A, No. 8-B, No. 11-A, No. 11-B, and No. 11-C hereinafter collectively referred to as "Districts".

WHEREAS, the Districts are each a political subdivision of the State of Texas created pursuant to Article XVI, Section 59 of the Texas Constitution and operating pursuant to Chapters 49, 51, and, for limited purposes, 53, Texas Water Code as amended; and

WHEREAS, the Districts' corporate boundaries contain a portion of DISD, including two elementary schools, Catherine Bell Elementary and Paloma Creek Elementary (the "Schools"); and

WHEREAS the Districts have determined that the Schools are in need of assistance for safety and security; and

WHEREAS, pursuant to Section 49.216, Texas Water Code, the Districts are authorized to contract for or employ their own peace officers; and

WHEREAS DISD has heretofore established, and is expected to continue, an Interlocal relationship with the Town of Little Elm (the "Town") for the provision of providing School Resource Officers and police vehicles to enhance the safety and security of public schools, including an agreement (the "Town Agreement") for the Town to provide two (2) additional Town of Little Elm Police Department certified peace officers to serve as School Resource Officers (the "Officers") at the Schools, and one (1) additional fully equipped police vehicle (the "Patrol Vehicle"); and

WHEREAS the Districts desire to assist both DISD and the Town with maintaining safety and security for the Schools, including assistance with the costs of the Officers and Patrol Vehicle;

NOW THEREFORE, DISD and the Districts, for the mutual consideration hereinafter stated, agree and understand as follows:

### TERM.

The term of this Agreement shall commence on August 28, 2018, and shall continue thereafter for a term of three (3) years. After the expiration of the initial three (3) year term, this Agreement shall automatically renew on a year-to-year basis unless a party gives ninety (90) day written notice of its intention not to renew. The Districts may only terminate this Agreement prior to the end of a term if all Districts act to terminate and give DISD ninety (90) days' written notice of such intent to terminate this Agreement. This Agreement shall automatically terminate should DISD and the Town terminate the Town Agreement or should the Town Agreement expire. A true and correct copy of the Town Agreement is attached to this Agreement as "Exhibit A" and is incorporated by reference.

### CONTRACT FUNDING AMOUNT.

The Districts agree to pay to DISD an annual sum of One Hundred Thirty-Nine Thousand Eight Hundred Thirty-Nine and 36/100 Dollars (\$139,839.36), [the "Annual Funds"] for the first year of this Agreement and for the remaining years the Town's Agreement remains in effect for the purpose of assisting DISD in the costs of the Officers. Districts acknowledge and understand that the Town's Agreement provides that the Town will provide DISD with an annual invoice on or before May 31<sup>st</sup> of each year. DISD agrees to provide Districts with a copy of said invoice upon its receipt of same from the Town and in the event the invoice reveals an increase in costs to DISD, then the Districts, if sufficient funds exist and upon approval of the invoice by each District, shall increase their contribution that year in a proportional amount.

Throughout the term of this Agreement, the Annual Funds shall be paid in quarterly installments beginning no later than the fifteenth (15<sup>th</sup>) day of the months of October, January, April, and July.

The Districts also agree to make a one-time payment of Fifty-Seven Thousand and no/100 Dollars (\$57,000.00) for the purchase of one Patrol Vehicle (the "Vehicle Funds").

The payments (the "Payments") of the Annual Funds and Vehicle Funds shall be made by District No. 11-A, on behalf of the Districts. Districts No. 8-A, No. 8-B, No. 11-B, and No. 11-C shall reimburse District No. 11-A for their respective shares of the Payments in accordance with the determination of pro-rata shares detailed in that certain Agreement for Independent Contractor Services Relating to District Management, as amended, entered into between the Districts and Advantage Leadership Resources.

### PAYMENT DUE DATE.

The Vehicle Funds and first payment of the Annual Funds shall be due within thirty (30) days of the date of the last party's execution of this Agreement. Future payments of the Annual Funds during the term of this Agreement shall be made quarterly as described in the previous section of this Agreement, with the first payment for each new school year being on July 1<sup>st</sup> of the new

school year, until this Agreement expires or is terminated. The payments of the Annual Funds and Vehicle Funds shall be delivered to DISD at the address listed in the Notices section of this Agreement.

#### USE OF PAYMENT

DISD agrees to expend the Annual Funds and Vehicle Funds solely for the costs incurred to provide the Officers and Patrol Vehicle to the Schools under the Town Agreement.

#### DISD SERVICES.

The services provided by DISD under this Agreement shall consist of DISD's obligations and services under the Town Agreement, which is attached as Exhibit "A." DISD agrees that it shall comply with its obligations under the attached Town Agreement, and DISD acknowledges that the Districts shall look to DISD to be responsible for cooperating with the Town for the planning, organization, assignment, direction, and supervision of Town personnel. DISD acknowledges that its failure to comply with its obligations under the attached Town Agreement shall constitute a default of this Agreement.

#### LIAISONS.

DISD shall designate a liaison to act on behalf of DISD, and to serve as "DISD Liaison Officer" for DISD. The DISD Liaison Officer will make or receive requests and confer upon matters concerning the delivery of security services to the Schools. The Districts will observe and utilize the DISD Liaison Officer who will devote sufficient time and attention to the execution of said duties on behalf of DISD in the furtherance of the purposes, terms, and conditions of this Agreement for the mutual benefit of DISD and Districts.

DISD Liaison Officer:

Jeff Russell, Area Superintendent  
Dennis E. Stephens Central Administration Building  
1307 North Locust Street  
Denton, Texas 76201  
Telephone Number: (940) 369-0039  
Fax. Number: (940) 369-4984  
Email: JRussell@Dentonisd.org

Districts shall designate as representative to act on behalf of Districts, and to serve as "District Liaison Officer" for the Districts. The Liaison Officer will devote sufficient time and attention to the execution of said duties on behalf of Districts in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of Districts and DISD.



District Liaison Officer:

Christopher Mays  
Denton County Fresh Water Supply District No. 11-A  
c/o Crawford & Jordan LLP  
19 Briar Hollow Lane, Suite 245  
Houston, Texas 77027  
Telephone Number: (713) 621-3707  
Fax Number: (713) 621-3909  
Email: cmays@dcfwsd11a.com

#### RESPONSIVENESS.

DISD will give prompt consideration to all requests from Districts routed through the District Liaison Officer regarding delivery of services under this Agreement. DISD will make every effort to comply with these requests as long as they are consistent with the law and the operations of the Town.

#### LIABILITY.

DISD understands and agrees that DISD, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of Districts. DISD shall not be required to indemnify nor defend the Districts for any liability arising out of the wrongful acts of employees or agents of the Districts to the extent allowed by Texas law. The Districts shall not be required to indemnify nor defend DISD for any liability arising out of the wrongful acts of the Officers, or employees or agents of DISD, to the extent allowed by Texas law.

This Agreement is made for the express purposes of providing public safety services, which both parties recognize to be a governmental function. Except as hereinafter provided neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any cause of action for the benefit of third parties.

#### NOTICES.

The Parties designate the following addresses for notices required by this Agreement:

##### DISTRICTS:

Jonathan Finke  
c/o Crawford & Jordan LLP  
19 Briar Hollow Lane, Suite 245  
Houston, Texas 77027  
Telephone Number: (713) 621-3707

Fax Number: (713) 621-3909

DISD:

Jeff Russell, Area Superintendent  
Dennis E. Stephens Central Administration Building  
1307 North Locust Street  
Denton, Texas 76201  
Telephone Number: (940) 369-0039  
Fax. Number: (940) 369-4984  
Email: JRussell@Dentonisd.org

#### TIME AWAY FROM WORK.

DISD agrees and understands that upon being timely notified by the Town it will notify the District Liaison Officer three (3) business days before an Officer takes vacation or training leave. DISD upon being notified by the Town will promptly notify the District Liaison Officer in the event an Officer is requesting sick leave.

#### RECOURSE.

Districts' recourse for DISD and the Town reducing the number of Officers or police motor vehicles will be the right to make proportionate reduction in the funds to be paid as provided herein. The proportionate reduction will be determined by mutual agreement of DISD and Districts, or their designees.

#### DISPUTES.

Any dispute arising from the failure of either DISD or the Districts to agree on proportionate reduction will be determined by mutual agreement of the DISD Liaison Officer and the District Liaison Contact, and/or their designees.

Any dispute arising from the failure of either DISD or the Districts to agree on proportionate reduction in fees will be first submitted to non-binding mediation. Each party will pay one-half (1/2) of the cost of expense of said mediation.

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 proportionate reduction in fees and duty to pay. Any other disputes or conflicts involving damages or claimed remedies outside the scope of disputes concerning proportionate reduction in fees and duty to pay will be referred to a court of competent jurisdiction.

#### 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.

#### 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. 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.

#### ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between DISD and the Districts and supersedes all prior negotiations, representations and/or agreements, either written or oral as pertaining to the subject matter of this Agreement. The terms and conditions in this Agreement may be amended only by written instrument signed by both DISD and the Districts.

#### AUTHORIZED OFFICIALS.

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.

#### ASSIGNMENT.

The rights and obligations of a Party under this Agreement may not be assigned without the prior written consent of all the other Parties, which shall not be unreasonably withheld. This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the Parties.

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DENTON INDEPENDENT SCHOOL DISTRICT

Mia B. Price  
Mia Price, President  
Board of Trustees

ATTEST:

Barbara K. Burns  
Barbara Burns, Secretary

**Denton County Fresh Water Supply  
District No. 8-A**

\_\_\_\_\_, President  
Printed Name

**Denton County Fresh Water Supply  
District No. 8-B**

\_\_\_\_\_, President  
Printed Name

**Denton County Fresh Water Supply  
District No. 11-A**

\_\_\_\_\_, President  
Printed Name

**Denton County Fresh Water Supply  
District No. 11-B**

\_\_\_\_\_, President  
Printed Name


**Denton County Fresh Water Supply  
District No. 11-C**

\_\_\_\_\_, President  
Printed Name

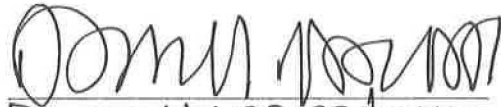
DENTON INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Mia Price, President  
Board of Trustees

**Denton County Fresh Water Supply  
District No. 8-A**

  
\_\_\_\_\_  
Jonathan Kleppe, President  
Printed Name

**Denton County Fresh Water Supply  
District No. 8-B**

  
\_\_\_\_\_  
DAVID HARRISON, President  
Printed Name


**Denton County Fresh Water Supply  
District No. 11-A**

\_\_\_\_\_  
\_\_\_\_\_, President  
Printed Name

ATTEST:

\_\_\_\_\_  
Barbara Burns, Secretary

**Denton County Fresh Water Supply  
District No. 11-B**

  
\_\_\_\_\_  
Andrea Lagusis, President  
Printed Name

**Denton County Fresh Water Supply  
District No. 11-C**

\_\_\_\_\_  
\_\_\_\_\_, President  
Printed Name

DENTON INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Mia Price, President  
Board of Trustees

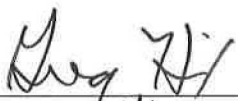
**Denton County Fresh Water Supply  
District No. 8-A**

\_\_\_\_\_, President  
Printed Name

**Denton County Fresh Water Supply  
District No. 8-B**

\_\_\_\_\_, President  
Printed Name

**Denton County Fresh Water Supply  
District No. 11-A**

  
\_\_\_\_\_, President  
Printed Name


ATTEST:

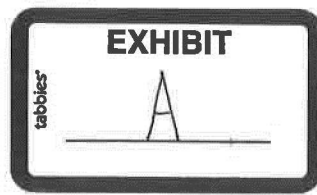
\_\_\_\_\_  
Barbara Burns, Secretary

**Denton County Fresh Water Supply  
District No. 11-B**

\_\_\_\_\_, President  
Printed Name

**Denton County Fresh Water Supply  
District No. 11-C**

  
\_\_\_\_\_, President  
Printed Name



## POLICE / SCHOOL LIAISON INTERLOCAL AGREEMENT

This Police/School Liaison Interlocal Agreement ("Agreement") is entered into this day of Aug. 14, 2018, 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 four (4) certified police officers licensed by the Texas Commission on Law Enforcement (TCOLE) for the School Liaison Program for the TOWN's 2018-2019 fiscal year, to serve as school resource officers, assigned to the following duties in and on the grounds of Catherine Bell Elementary School, Paloma Creek Elementary School, 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 SRO Sergeant, Lieutenant of the Support Services Unit, Captain of the Support Services Unit, 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 Support Services Unit, Captain of the Support Services Unit, and the Chief of Police. 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 2018 and shall continue thereafter for a period of three (3) 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 \$268,204.04 for services and \$57,700.00 for one (1) additionally fully equipped police vehicle upon invoice. The total amount to be rendered to the TOWN for 2018-19 is \$325,904.04. Quarterly payments in the amount of \$67,051.01 should be paid beginning no later than 15<sup>th</sup> of the month in July and October of 2018 and January and April of 2019. 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 four (4) full time officers and the cost to fully equip one (1) one additional police vehicle.
- B. For years two through three of this Agreement, on or before each April 15<sup>th</sup>, 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 31<sup>st</sup> 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 15<sup>th</sup> 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 third year, TOWN shall reimburse DISD with the market value of the fully equipped police vehicle. Market Value shall be determined as of June 30<sup>th</sup>, 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,**

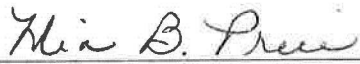
  
Matt Mueller, Town Manager

ATTEST:

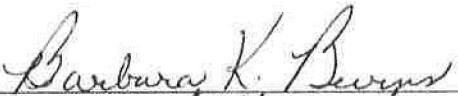
  
Kathy Phillips, Town Secretary of Little Elm



**DENTON INDEPENDENT  
SCHOOL DISTRICT**

  
Mia Price  
Denton ISD – Board President

ATTEST:

  
Printed Name: BARBARA BURNS  
Title: BOARD SECRETARY

**"Attachment A"**

*Calculation for Cost Per Full-Time Officer Salary and Benefits  
Fiscal Year 2018/2019*

SRO #1 Salary and Benefits:

Annual Base Salary: \$61,512.29  
Benefits: \$24,063.91  
Cost per SRO: \$85,576.20

SRO #2 Salary and Benefits:

Annual Base Salary: \$61,512.29  
Benefits: \$24,063.91  
Cost per SRO: \$85,576.20

SRO #3 Salary and Benefits (Water District 10 Funded)

Annual Base Salary: \$60,718.00  
Benefits : \$32,508.24  
Cost per SRO: \$93,226.24

SRO #4 Salary and Benefits (Water District 10 funded)

Annual Base Salary: \$60,718.00  
Benefits : \$32,508.24  
Cost per SRO: \$93,226.24

Total Salaries: \$357,605.38

*Salary Contributions from Both Parties*

DISD 75% \$268,204.04  
TOWN 25% \$89,401.34

**Quarterly Payment Amount: \$67,051.01**

***Capital Vehicle Cost: \$57,700.00 per unit, built out with the following equipment: (Water District 10 Funded).***

1. Radio
2. Lights and Siren
3. Markings
4. Cage
5. Camera System
6. MDC (compatible with Denton County-Little Elm version)

**Payment for Vehicle Due Upon Invoice**

**CRAWFORD & JORDAN LLP**

ATTORNEYS AT LAW

19 BRIAR HOLLOW LANE  
SUITE 245  
HOUSTON, TEXAS 77027  
713.621.3707  
FAX 713.621.3909

3100 MCKINNON STREET  
SUITE 1100  
DALLAS, TEXAS 75201  
214.981.9090  
FAX 214.981.9071

September 6, 2018

Mr. Randolph W. Stout  
Randolph W. Stout, P.C.  
513 West Oak Street  
Denton, Texas 76201

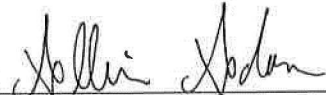
RE: Denton County Fresh Water Supply District Nos. 8-A, 8-B, 11-A, 11-B and 11-C and  
Denton Independent School District

Dear Mr. Stout:

Enclosed for your files is the fully-executed Joint Interlocal Cooperation Agreement for School Resource Officer Services by and among the referenced parties, effective August 28, 2018 (with original District signatures). Thanks for your assistance in this matter.

Very truly yours,

CRAWFORD & JORDAN LLP

By:   
Allison Adams  
Legal Assistant

cc: Jeff Russell, Area Superintendent  
Denton Independent School District

DENTON ISD SCHOOL RESOURCE OFFICERS

Calculation for Cost Per Full-Time Officer Salary and Benefits  
Fiscal Year 2019/2020

SRO #1 Salary and Benefits: (Officer Daigle, Braswell High School)

Annual Base Salary: \$70,304.57

Benefits: \$27,304.54

*Cost per SRO:* \$97,609.11

SRO #2 Salary and Benefits: (Officer Salomon, Navo Middle School)

Annual Base Salary: \$65,773.92

Benefits: \$33,019.69

*Cost per SRO:* \$98,793.61

SRO #3 Salary and Benefits: (Officer Hall, Catherine Coleman Bell Elementary School)

Annual Base Salary: \$63,226.95

Benefits : \$26,371.70

*Cost per SRO:* \$89,598.65

SRO #4 Salary and Benefits: (Officer Childress, Paloma Creek Elementary School)

Annual Base Salary: \$65,226.02

Benefits : \$29,088.13

*Cost per SRO:* \$94,354.15

*Total Salaries:* \$380,355.52

*Salary Contributions from Both Parties*

*DISD 75%* \$285,266.64

*TOWN 25%* \$95,088.88

***Quarterly Payment Amount: \$71,316.66***

These figures include a 2 ½% pay raise and 2 ½% Cost of Living Adjustment



Fiscal Year 2019-2020 SRO Cost for Interlocal Denton			HIRE	ANNUAL		LONG	CERT/EDUC/SPEC	TOTAL	TOTAL		TOTAL	TOTAL		TOTAL		TOTAL	
POSITION	EMPLOYEE		DATE	SALARY	OVERTIME	PAY	PAY	WAGES	SOCIAL SEC	TWC	TMRS	GRP INSUR	WC	SALARY & BENEFITS		WAGES	BENEFITS
POLICE OFFICER - SRO	CHRISTOPHER DAIGLE	2,080	05/28/2014	65,502.18	3,302.39	300.00	1,200.00	70,304.57	5,378.30	162.00	9,708.45	10,247.21	1,808.59	97,609.11	27,304.54	70,304.57	27,304.54
POLICE OFFICER - SRO	DAVID SALOMON	2,080	03/28/2018	60,823.45	3,090.46	60.00	1,800.00	65,773.92	5,031.70	162.00	9,082.80	17,051.15	1,692.03	98,793.61	33,019.69	65,773.92	33,019.69
POLICE OFFICER - SRO	RUSS HALL	2,080	03/15/2017	59,339.64	2,927.31	360.00	600.00	63,226.95	4,836.86	162.00	8,731.09	11,015.24	1,626.51	89,598.65	26,371.70	63,226.95	26,371.70
POLICE OFFICER - SRO	MARC CHILDRESS	2,080	04/12/2017	60,823.45	3,062.57	180.00	1,200.00	65,266.02	4,992.85	162.00	9,012.67	13,241.64	1,678.97	94,354.15	29,088.13	65,266.02	29,088.13

"Attachment A"

DENTON ISD SCHOOL RESOURCE OFFICERS

Calculation for Cost Per Full-Time Officer Salary and Benefits

Fiscal Year 2020/2021

SRO #1 Salary and Benefits: (Officer Conley, Braswell High School)

Annual Base Salary: \$63,791.00

Benefits: \$29,894.43

Cost per SRO: \$93,685.43

SRO #2 Salary and Benefits: (Officer Salomon, Navo Middle School)

Annual Base Salary: \$67,022.00

Benefits: \$27,586.74

Cost per SRO: \$94,608.74

SRO #3 Salary and Benefits: (Officer Hall, Catherine Coleman Bell Elementary School) - **Water District Funded**

Annual Base Salary: \$65,385.00

Benefits: \$24,230.15

Cost per SRO: \$89,615.15

SRO #4 Salary and Benefits: (Officer Childress, Paloma Creek Elementary School) – **Water District Funded**

Annual Base Salary: \$67,022.00

Benefits: \$27,619.74

Cost per SRO: \$94,641.74

SRO #5 Salary and Benefits: (Sergeant St. Pe', Braswell High School & DISD SRO Supervisor)

Annual Base Salary: \$81,576.00

Benefits: \$27,922.93

Cost per SRO: \$109,498.93

These figures include a 2 ½ % Cost of Living Adjustment

TOTAL SALARY AND BENEFITS FOR ALL SRO'S FOR 2020 - 2021 = \$482,049.99

TOTAL SALARY CONTRIBUTION FROM DISD FOR 2020 - 2021 = \$388,912.24

TOTAL SALARY CONTRIBUTION FROM TOWN FOR 2020 - 2021 = \$93,137.75

(These figures represent DISD paying 75% of four SRO's and 100% of SRO Supervisor)

QUARTERLY PAYMENT AMOUNT \$97,228.06