

EXHIBIT "A"

**INTERLOCAL COOPERATION CONTRACT BETWEEN THE CITY OF
DENTON AND DENTON INDEPENDENT SCHOOL DISTRICT
REGARDING TEXAS EDUCATION CODE SECTION 37.0814 – ARMED
SECURITY OFFICER REQUIRED**

This **Interlocal Cooperation Contract (Contract)** is entered into by and between the Contracting Parties pursuant to authority granted in and in compliance with Chapter 791. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the contracting entities. This MOU is intended to assist the Parties with performing their governmental functions. Any costs associated from this MOU shall be made from current revenues then available to each Party.

I. CONTRACTING PARTIES:

Denton Independent School District (“DISD”), an institution of public education established pursuant to Chapter 11 of the Texas Education Code.

Denton Independent School District
1307 N. Locust Street
Denton, Texas 76201
Phone: (940-369-0000)
Attn: Dr. Susannah Holbert O’Bara, Acting Superintendent of Schools
Email: sobara@disd.org

City of Denton, Texas, by and through its Police Department ("DPD" or “The City”), a political subdivision of the State of Texas.

Denton Police Department
601 E. Hickory Street
Denton, TX 76205
Phone: 940-349-7953
Attn: Jessica Robledo, Interim Chief of Police
Email: Jessica.Robledo@cityofdenton.com

II. Purpose

In 2023, the Texas Legislature passed House Bill (HB) 3, which was signed into law by the Governor on June 14, 2023, and became effective on September 1, 2023. HB 3 is an Act relating to measures for ensuring public safety, including the development and implementation of purchase relating to and funding for public school safety and security requirements and the provision of safety-related resources. HB 3 amended Chapter 37, Subchapter C, Texas Education Code, by adding Sections (a-1), (a-2), (a-3) and (a-4) to Section 37.081 and adding Section 37.0814.

Sec. 37.081. SCHOOL DISTRICT PEACE OFFICERS, SCHOOL RESOURCE OFFICERS, AND SECURITY PERSONNEL. (a) The board of trustees of any school district may:

- (1) employ or contract with security personnel;
- (2) enter into a memorandum of understanding with a local law enforcement agency or a county or municipality that is the employing political subdivision of commissioned peace officers for the provision of school resource officers;
- (3) for the purposes of providing security personnel, contract with a security services contractor licensed under Chapter 1702, Occupations Code, for the provision of a commissioned security officer, as defined by Section 1702.002, Occupations Code, who has completed the Level II or III training course required by the Department of Public Safety; and
- (4) commission peace officers to carry out this subchapter.

(a-1) The jurisdiction of a peace officer, a school resource officer, or security personnel under this section shall be determined by the board of trustees and may include all territory in the boundaries of the school district and all property outside the boundaries of the district that is owned, leased, or rented by or otherwise under the control of the school district and the board of trustees that employ or contract with, as applicable, the peace officer or security personnel or that enter into a memorandum of understanding for the provision of a school resource officer.

(a-2) A memorandum of understanding for the provision of school resource officers entered into under Subsection (a) must:

- (1) be in the form of an interlocal contract under Chapter 791, Government Code; and
- (2) use a proportionate cost allocation methodology to address any costs or fees incurred by the school district or the local law enforcement agency, county, or municipality, as applicable.

(a-3) The cost allocation methodology used under Subsection (a-2)(2) may allow a local law enforcement agency, county, or municipality, as applicable, to recoup direct costs incurred as a result of the contract but may not allow the agency, county, or municipality to profit under the contract.

(a-4) A school district, local law enforcement agency, county, or municipality that enters into a memorandum of understanding under Subsection (a) may seek funding from federal, state, and private sources to support the cost of providing school resource officers under this section.

Sec. 37.0814. ARMED SECURITY OFFICER REQUIRED. (a) The board of trustees of each school district shall determine the appropriate number of armed security officers for each district campus. The board must ensure that at least one armed security officer is present during regular school hours at each district campus.

(b) A security officer described by Subsection (a) must be:

- (1) a school district peace officer;
- (2) a school resource officer; or
- (3) a commissioned peace officer employed as security personnel under Section 37.081.

(c) If the board of trustees of a school district is unable to comply with this section, the board may claim a good cause exception from the requirement to comply with this section if the district's noncompliance is due to the availability of:

- (1) funding; or
- (2) personnel who qualify to serve as a security officer described by Subsection (a).

(d) The board of trustees of a school district that claims a good cause exception under Subsection (c) must develop an alternative standard with which the district is able to comply, which may include providing a person to act as a security officer who is:

- (1) a school marshal; or
- (2) a school district employee or a person with whom the district contracts who:
 - (A) has completed school safety training provided by a qualified handgun instructor certified in school safety under Section 411.1901, Government Code; and
 - (B) carries a handgun on school premises in accordance with written regulations or written authorization of the district under Section 46.03 (a)(1)(A), Penal Code.

(e) The board of trustees of a school district must develop and maintain documentation of the district's implementation of and compliance with this section, including documentation related to a good cause exception claimed under Subsection (c), and shall, if requested by the agency, provide that documentation to the agency in the manner prescribed by the agency.

DISD and the City of Denton, by and through its Police Department (DPD), have for many years been a party to an Interlocal Cooperation Contract in the form of an MOU, whereby DPD provides ten (10) full-time certified peace officers by the State of Texas - (9) Student Resource Officers and one (1) Lieutenant (SRO Program) - that are assigned to the following DISD schools:

- Denton High School
- Ryan High School
- Guyer High School
- Calhoun Middle School
- Strickland Middle School
- McMath Middle School

The latest iteration of that MOU was approved by DISD and then approved by the Denton City Council on July 18, 2023 (hereafter referred to as "The July 2023 MOU"). The July 2023 MOU remains in full force and effect, except as specifically noted herein or as modified by a successor MOU.

Due to the passage of HB3, DISD seeks to hire armed security officers for its campuses who are currently licensed peace officers by the Texas Commission on Law Enforcement (TCOLE). This MOU establishes the duties and responsibilities of the Parties with relation to those officers

(hereafter referred to as “DISD Officers”). Nothing in this MOU does or is intended to limit DISD’s ability to create its own police force should it choose to do so.

III. Operational Procedures for the SRO Program

Pursuant to the July 2023 MOU, SROs, first and foremost, are Law Enforcement Officers regarding criminal matters only. SROs are responsible for carrying out all duties and responsibilities of a police officer and remain under the exclusive control of the DPD chain of command. The daily operation, administrative control of the SRO Program, and conduct of SROs, both personally and professionally, continue to remain the responsibility of DPD. DPD retains supervision of SROs to oversee the SRO Program. Should DISD hire a Security Director, that individual will have no supervisory authority over the SRO Program or its DPD members.

IV. School District Responsibilities

1. DISD shall only hire armed security officers that are currently licensed peace officers by TCOLE and who are in full compliance with all TCOLE mandated training requirements.
2. DISD Officers are considered employees of DISD. Except as specifically provided herein, DISD is solely responsible for all aspects of the employment relationship of DISD Officers, including but not limited to their recruitment, background check (TCOLE check, criminal history check, work history, credit, drug test, polygraph, etc.), compensation, discipline, benefits, and other terms and conditions of employment.
3. DISD is solely responsible for outfitting its Officers with uniforms and any other equipment necessary to perform their assigned duties. DISD Officer uniforms shall be distinct and shall not be of such a color or style as to be confused as DPD officers.
4. Except as provided herein, DISD Officers shall remain under the exclusive control of the DISD chain of command. The daily operation, administrative control, and conduct of DISD Officers, both personally and professionally, shall be the responsibility of DISD. **HOWEVER**, if a law enforcement response for a criminal matter is required, such as an active shooter, and should DPD respond, DPD shall be in charge of the law enforcement response and DISD Officers shall obey any instructions given to them by DPD unless a reasonable officer would deem that order illegal or unethical.
5. DISD shall require its armed security officers to complete any TCOLE mandated training within the time specified by DPD. Should a DISD Officer fail to complete TCOLE mandated training, that failure will be reported by DPD to TCOLE.
6. DISD shall not incur any costs for TCOLE mandated training provided by DPD. Should a DISD Officer wish to attend voluntary training provided by DPD, the cost to DISD shall be the same as charged by the City for any other member of law enforcement. Any training obtained by a DISD Officer from a law enforcement agency or entity other than DPD

may be reported to the DPD Training Division, which will forward the information to TCOLE for credit purposes.

7. For planned/scheduled events that warrant a law enforcement presence, DISD shall coordinate with DPD to discuss security arrangements.
8. As necessary, DISD and DPD shall meet and discuss other operational issues, such as the purchase or coordination of radio communications.

V. Denton Police Department Responsibilities

1. DPD is under no contractual or legal obligation to provide more than the currently assigned ten (10) officers to the SRO Program.
2. DPD will provide TCOLE mandated training to DISD Officers at the DPD Training Center, or other designated location. DPD shall notify DISD when TCOLE mandated training is required, and the deadline for that training to be completed. DPD shall provide TCOLE certified instructors for all TCOLE mandated training.
3. DPD is not required to provide TCOLE training that is only applicable to DISD Officers unless that training is also mandated for DPD Officers.
4. DPD shall report to TCOLE all mandatory training obtained by DISD Officer within fifteen (15) business days of the completion of that training. DPD shall also report to TCOLE a DISD Officer's failure to meet a TCOLE mandated training requirement.
5. DPD Training Staff have the authority to remove a DISD Officer from training should the Officer fail to comply with the Training Academy Staff directions, Academy rules of conduct, or engage in unsafe acts. Should that occur, DPD shall report the incident to DISD within twenty-four (24) hours of the occurrence with an explanation of why the Officer was removed.
6. DISD Officers shall be required to meet the TCOLE weapons qualification with their duty weapon (handgun) and shall be allowed to utilize the DPD firearms range to do so. The weapons qualification shall be supervised by DPD Range Staff and DISD Officers shall be required to complete and pass the same qualification standards that are required for DPD Officers.
7. DPD agrees that if a DISD Officer assigned to a specific campus is absent or not available for reasons including but not limited to illness, injury, court, vacation, DPD Officers assigned to a specific campus as part of the SRO Program may travel and provide armed security at another campus during portions of the school day. The Parties agree that by doing so, DPD is not violating the July 2023 MOU.

VI. WARRANTIES:

DPD warrants (1) it has authority to perform the services under authority granted by the Texas Constitution as a Home Rule Municipality and Chapter 791, Texas *Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this

Contract on DPD's behalf is authorized by its governing body to do so. DISD warrants (1) the services are necessary and authorized for activities properly within its statutory functions and programs; (2) it has authority to contract for the services under authority granted in Texas Education Code Chapter 11 and 37, and [Chapter 791, Government Code](#); (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on DISD's behalf is authorized by its governing body to do so.

VII. TERM:

This Contract is effective for a period of one (1) year, beginning on September 1, 2024 ("Effective Date") and ending on August 31, 2025. Unless terminated by the Parties in accordance with Section IX, this Contract shall automatically renew for no more than three (3) consecutive one-year periods.

VIII. TERMINATION:

In the event of material failure by a Contracting Party to perform its duties and obligations in accordance this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the 30-day period.

IX. NO WAIVER OF IMMUNITY:

It is expressly understood and agreed that under this Contract neither Contracting Party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

X. INDEPENDENT CONTRACTOR:

Nothing contained herein shall be deemed or construed by the Contracting Parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties. DPD assumes no liability for the law enforcement actions and performance of a DISD Officer, and nothing herein contained shall be construed as limiting in any way the extent to which DISD may be held liable for damages to persons or property resulting from DPD's performance of the work covered under this Contract.

XI. ADDITIONAL TERMS AND CONDITIONS:

Venue; Governing Law. Denton County Texas will be the proper place of venue for suit on or in respect of this Contract. This Contract, all of its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this Contract, will be construed, interpreted and applied in accordance with, governed by and enforced under,

the laws of the State of Texas.

XII. Entire Agreement; Modifications. This Contract will constitute the entire agreement and understanding between the Parties with respect to its subject matter. This Contract and each of its provisions will be binding on the parties, and may not be waived, modified, amended, or altered, except by a writing signed by a duly authorized representative of both Parties. Amendments to this Contract may be approved by the authorized representatives of DISD and the City without the approval of the DISD Board of Trustees or Denton City Council.

XIII. Assignment. This Contract is not transferable or assignable except upon written approval of the Parties.

XIV. Severability. If any one or more of the provisions of this Contract will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provision, and this Contract will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

XV. Public Records. It will be the independent responsibility of each Party to comply with Chapter 552, *Government Code (Public Information Act)*, as it applies to their respective information. DPD is not authorized to receive public information requests or take any action under the Public Information Act on behalf of DISD. Likewise, DISD is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of DPD.

Executed by the following duly authorized representatives of the Contracting Parties:

On Behalf of the City of Denton

By:

Name: Sara Hensley

Signature: _____

Title: City Manager

Date: _____

On Behalf of DISD

By:

Name: Dr. Susannah Holbert O'Bara

Signature: _____

Title: Superintendent of Schools

Date: _____

ATTEST:

Lauren Thoden, City Secretary
City of Denton

By: _____

APPROVED AS TO FORM:

Mack Reinwand, City Attorney

By: Michael L. King