

STATE OF TEXAS §
COUNTY OF DALLAS §

**INTERLOCAL AGREEMENT FOR
SCHOOL RESOURCE OFFICER**

This Interlocal Agreement is made and entered into on this 11th day of August 2020, by and between the City of Coppell, Texas (hereinafter referred to as "CITY"), and the Coppell Independent School District (hereinafter referred to as "CISD") make and enter into this Agreement for the purposes and consideration as set out below.

WITNESSETH:

WHEREAS, CISD and the Police Department of CITY previously instituted a cooperative SRO Program at various secondary schools of CISD to combat juvenile delinquency, to personally assist students with various problems involving potential involvement with law enforcement, to develop and maintain positive relations between students and CITY police officers and to assist CISD in maintaining a safe, orderly, and secure environment conducive to learning; and

WHEREAS, CISD and CITY desire to continue and to expand the SRO Program at CISD campuses located within the jurisdictional boundaries of the CITY; and

WHEREAS, CITY has full-time commissioned peace officers employed that are capable of providing CISD police protection services; and

WHEREAS, the Interlocal Cooperation Act, Tex. Govt. Code Ch. 791 authorizes CITY and CISD to contract with one another for police protection, related administrative functions, and other governmental functions in which they are mutually interested; and

WHEREAS, the CISD Board of Trustees has found, and hereby declares, it is in the best interests of CISD to have security personnel and law enforcement services to (1) protect the safety and welfare of its students, employees, and other persons authorized to be on CISD property or at CISD sponsored events or activities; and (2) protect the real and personal property of CISD; and

WHEREAS, the CISD Board of Trustees desires to utilize the security and law enforcement services and personnel of CITY for those functions and purposes; and

WHEREAS, the CITY desires to provide CISD the required law enforcement functions and services.

NOW, THEREFORE, in consideration of the premises and of the terms, provisions, and mutual provisions herein contained, CITY and CISD hereby agree as follows:

**I.
PURPOSE**

1.01 The primary purpose of this Agreement is for CISD to secure the services of commissioned peace officers to protect the safety and welfare of CISD students and personnel and CISD property. It is also the purpose of this Agreement to provide for the maintenance and

expansion of the School Resource Officer Program by assigning School Resource Officers ("SRO", singular and plural) to CISD's schools located within the jurisdictional boundaries of the City of Coppell, Texas. Each party paying for the performance of governmental functions or services hereunder must make those payments from current revenues available to the paying party. The recitals and attachments to this Agreement, if any, are incorporated herein for all purposes as if set out herein verbatim.

II. SERVICES AND OBLIGATIONS OF CITY

The CITY, through the School Resource Officers, shall provide CISD the following services and related activities:

A. Law Enforcement Services

2.01 CITY shall provide, based on availability, five (5) School Resource Officers and one (1) Sergeant, collectively SROs, which will be assigned to the Coppell High School, middle schools and elementary schools. The CITY shall be responsible for any other assignments or deployments including extracurricular activities at various CISD functions as may be requested by CISD. The CITY shall have the sole discretion to adjust the assignment and staffing for the SROs based on the Police Department certified peace officer staffing requirements. Provided however, SROs shall not be assigned routine student discipline, school administrative tasks, or contact with students unrelated to their law enforcement duties, but this prohibition does not prohibit informal contact with a student unrelated to the assigned duties of the SRO or an incident involving student behavior or law enforcement.

2.02 The SROs shall be, at all times, be a member and employee of CITY's Police Department and has the authority of a sworn peace officer in the State of Texas. In addition to such authority, the officer, while functioning as an SRO, shall provide CISD with the following services at their respective assigned campuses:

- a) Such additional surveillance, investigation and respond to circumstances related to the school as the school may request to maintain a safe, tranquil composed atmosphere. For purposes of this paragraph, the SRO shall be authorized to accept requests and authorizations from the school's principal and any assistant principal to undertake enforcement of state law and campus rules of decorum.
- b) Assistance with drug and alcohol education for students.
- c) Training staff members in the matters related to planning and conducting activities, promoting school safety including detecting and intervening in matters involving violation of school code of conduct and the laws of the State of Texas.
- d) Taking such steps as are deemed advisable to secure the safety of school personnel and students by intervening in any situation in a proactive manner to preserve good order and student/teacher/administrative staff.

2.03 The SRO will work eight (8) hour shifts instructional days during the regular school term with specific shifts to be determined by mutual consent of CISD and the CITY's Police Department. Exceptions to such normal duty assignment may arise when an assigned SROs is in required training or is otherwise temporarily required elsewhere as determined by CITY. Subject to Section 5.02 of this Agreement, CITY shall provide seven (7) day notice to CISD prior to a scheduled absence of an SRO due to a mandatory normal assignment from his or her assigned

campus, including but not limited to absences resulting from required training, and shall at no time leave CISD with at least one (1) SRO assigned at Coppell High School and two (2) SROs assigned to cover the remaining CISD campuses. The Parties agree that every effort should be made to schedule and/or designate vacation days, compensatory time, and other days off at times when school is not in session or at other times when the SRO's absence will not otherwise create an unnecessary risk or hamper school operations. During the summer break as identified in the official CISD school calendar, the CITY shall assign one (1) SRO to a high school campus and other campuses mutually agreeable by the Parties.

2.04 The SROs shall monitor access to the school grounds and assist in limiting access only to authorized persons.

2.05 The SROs shall assist CISD personnel in protecting the property/assets of CISD and the security and safety of its students, personnel, and visitors in accordance with state law.

2.06 The SROs shall investigate and/or deter the commission of criminal acts that may occur on CISD property within the jurisdictional limits of the CITY.

2.07 The SROs may coordinate the Crime Stoppers Program.

2.08 The SROs will serve as liaison between CISD schools and CITY's Police Department, juvenile officials, probation officials, courts, and other agencies of the juvenile justice system.

2.09 The SROs may provide a high visibility, crime deterrent on CISD properties, including but not limited to its buildings, parking lots, and athletic facilities.

2.10 The SROs will attempt to detect and identify the early signs of deviant behavior and inappropriate associations of persons.

2.11 The SROs may be present, upon request, when a school official is conducting a search of person and/or property in accordance with state and federal law by the school official when such official has reasonable grounds and/or probable cause to believe that the search will discover evidence that the person has violated state law.

2.12 CITY Police Department shall be responsible for completing all National Incident Based Reporting System reports related to Class A and B misdemeanor offenses, State offenses and felony offenses filed and reported by the CITY Police Department.

2.13 CITY Police Department may exercise jurisdiction to enforce the Texas Penal Code, Texas Education Code and all other criminal statutes on CISD property within the jurisdictional limits of the CITY.

2.14 SROs shall be responsible for investigating offenses, issuing citations, making arrests or filing charges, as applicable, for all offenses occurring on CISD property within the jurisdictional limits of the CITY in accordance with state and local laws including, but not limited to, incident reports and incident-based reports.

2.15 SROs shall be reasonably present during student passing periods and lunch periods.

B. Education Services

2.16 Based on assignment and availability, SROs shall participate as resource person in the classroom, at assemblies, with parent groups, teach classes, lead focus groups, or offer

information on law enforcement topics, campus security, or other Police Department programs. SROs are tasked only with duties related to law enforcement intervention and no behavioral or administrative duties better addressed by other CISD employees.

C. Public Relations

2.17 The SRO shall, upon request and approval by the CITY Police Department, provide presentations to civic groups on law enforcement/youth related topics such as School Resource Officer programs, gang activities and gang intervention strategies.

2.18 The SRO shall provide interpretation of the function and purpose of the SRO Program for the community. The SRO shall assist in facilitating and maintaining good relations between CISD and other law enforcement units and officers.

D. Guidance Services

2.19 The SRO shall assist in providing guidance and direction to students, parents, and school staff in law enforcement matters.

E. Detention Services

2.20 CITY Police Department shall provide jail services and transport services for offenders who commit offenses that occur on CISD property and within its jurisdiction as defined in Article III.

III. JURISDICTION

3.01 When acting as a commissioned peace officer for the CITY, the officer's jurisdiction shall include, in addition to his jurisdiction as a CITY Police Officer, all territory within the boundaries of the CISD that is within the city limits of Coppell and all property, real and personal, outside the district boundaries of CISD that is within Coppell city limits and owned, leased, or rented by or otherwise under the control of CISD and its Board of Trustees.

3.02 Violations and infractions observed and/or reported to SRO of school rules and policies should be reported by the SRO to the appropriate CISD school officials.

IV. QUALIFICATIONS

4.01 The SRO assigned by the CITY Police Department shall have the following qualifications:

- A. Must continuously satisfy all minimum standards for peace officers established from time to time by the Texas Commission on Law Enforcement Officer Standards and Education and additional standards, if any, of CITY's Police Department, and must be licensed as provided by Texas Occupations Code Chapter 1701;
- B. Satisfactory knowledge of juvenile laws and procedures;
- C. Demonstrated ability to communicate effectively;
- D. Demonstrated ability to develop sincere relationships with students; and

- E. Selection and assignment of the SRO will conform to CITY Police Department General Order 400.011, as may be amended.

4.02 The CITY, in the sole discretion of the Chief of Police, shall determine the assignment at the specific school of all SRO personnel. Should CISD be dissatisfied with the performance of an assigned SRO, CISD shall have the right to request a change of personnel, and the Chief of Police shall honor such request within a reasonable period of time.

V.

EMPLOYEES OF THE CITY

5.01 All SROs furnished by CITY will be employees of CITY and will at all times be subject to the supervision and control of the CITY's chain of command up to Chief of Police and SROs shall be responsible to the Chief of Police as in all other matters.

5.02 All SROs furnished by CITY have the protection of CITY as the primary responsibility. Therefore, at any time when manpower requirements demand more personnel for protection of CITY, all or a portion of the SROs may be reassigned or redeployed from schools for a temporary period until such deployment is no longer required at the discretion of the Chief of Police.

5.03 The supervisory personnel of the CITY Police Department assigned to the SRO shall be available at all reasonable times to confer with designated officials of CISD and to discuss the performance of the SROs assigned to respective school(s).

VI.

SERVICES AND OBLIGATIONS OF CISD

CISD shall fulfill the following obligations in return for the CITY's performance of the services provided herein:

6.01 CISD will provide each SRO with the exclusive use of a desk, office chair, file cabinet, telephone with voice mail, and any other office furniture or supply needed for use of everyday operation for each SRO, which shall be considered to be CISD property for the full term of the agreement. All notes, file and materials maintained by the SRO, regardless of source, shall be considered to be law enforcement records not subject to laws, rules, regulations and school practices regarding student records.

6.02. CISD shall provide the SROs with exclusive use of the following equipment during the term of this agreement: computer with full internet access, school radio, keys and/or entry card for all school buildings or campus location. The SRO may be required to sign a CISD acceptable use agreement regarding use of the CISD computer and internet.

6.03 COMPENSATION. SROs shall be at all times, shall be an employee of CITY for purposes of payroll, taxes, benefits, and liability. Under no circumstances shall SRO be considered to be an employee of CISD. SRO will be paid for regular duty by the CITY. Any off-duty or extracurricular activity for CISD scheduled outside of routine schedule instruction will be posted by the CITY but will be paid at a rate of \$50.00 per hour paid by the CISD. SRO supervisor may assist scheduling with CISD and shall COORDINATE through the department on certain off-duty events.

6.04 Cisd shall pay to the CITY an amount equivalent of fifty percent (50%) of the base salary and overtime for each SROs attributable to the deployment during the academic years of SRO by CITY, payable quarterly.

6.05 When CITY police officers are requested by Cisd administrators to provide law enforcement services for Cisd athletic, extra-curricular or special events, compensation will be at the CITY overtime rate of the individual officer(s) assigned to the event. The CITY will make payment to the officer(s) at the overtime rate and will invoice the Cisd on a quarterly basis for reimbursement, the assignment at the rate of payment equal to one half of the total hours worked multiplied by \$50.00 off duty rate.

6.06 In the event that one or more SRO are redeployed or removed from service at a Cisd location or function due to the provision set forth in section 5.02, the Cisd will not be required to compensate the CITY for the affected SRO.

VII. TERM

7.01 Operations under this agreement of full staffing of multiple SRO's shall commence on August 17, 2020 and terminate on May 30, 2021, thereafter if neither Parties evoke Section 7.02 the agreement shall be extended for the next academic year in writing and signed by both parties. During "summer school" dates for 2021, the agency shall assign one SRO at Coppell High School through the duration of "summer school". This agreement may be terminated at an earlier time by either party giving written notice to the other party stating when, not less than 30 days from the date of delivery, the termination shall take effect.

7.02 After January 1, 2021, either party may terminate the Agreement by giving the other party written notice of such termination at least ninety (90) days prior to the effective date of such termination, which may only be effective on the last day of the calendar month. Termination of this Agreement shall not excuse any of the payments due for services provided prior to the effective date of the termination of this Agreement.

VIII. NOTICES AND ADMINISTRATION

8.01 All notices, communications and reports required or permitted under this Agreement shall be personally delivered to the respective parties, by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is subsequently notified otherwise in writing:

If intended for CITY, to:

CHIEF OF POLICE
City of Coppell
130 Town Center Blvd.
Coppell, Texas 75019

If intended for Cisd, to:

SUPERINTENDENT OF SCHOOLS
Coppell Independent School District

Brad Hunt
200 S. Denton Tap Road
Coppell, Texas 75019

IX.
MISCELLANEOUS PROVISIONS

9.01 VENUE: The obligations of the parties are performable in Coppell, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Dallas County, Texas.

9.02 APPLICABLE LAW: This Agreement is made subject to the provisions of the Charter and Ordinances of CITY, as amended, enacted written Policies of CISD's Board of Trustees, as amended, and all applicable State and Federal laws.

9.03 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

9.04 ATTORNEYS' FEES: If any lawsuit or other legal proceeding is brought by one party against the other party in connection with this Agreement, the prevailing party shall be entitled to and shall record from the other party all reasonably incurred attorneys' fees as set forth in Texas Local Government Code Section 271.153(a)(3).

9.05 LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

9.06 CAPTIONS: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

9.07 COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

9.08 ENTIRE AGREEMENT: This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and, except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

9.09 MODIFICATION AND AMENDMENTS: This Agreement may be amended or modified at any time by mutual agreement of the authorized representatives of the signatories to this Agreement. Such amendment or modification shall require a written document executed by all parties to the Agreement. The parties further agree to amend this Agreement to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this Agreement. However, if new laws, policies, or regulations applicable to the parties are implemented which materially affect the intent of the provision of this Agreement, the authorized representatives of the signatories to this Agreement shall meet within a reasonable period of time, e.g. 20 business days from the date of notice of such change of law, policy, or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

9.10 INSURANCE: Each of the parties shall at its sole costs provide liability insurance for its respective governmental bodies covering the activities set forth herein.

9.11 NO AUTHORITY TO BIND: Neither CITY, nor SRO, has the authority to enter into contracts or agreements on behalf of the CISD.

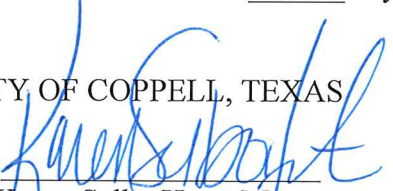
9.12 FAIRNESS PRINCIPAL: All students, employees, agents, and members of the Board of Trustees will be treated by CITY and/or SRO under this Agreement without regard to sex, race, color, religion, national origin, or disability. Both parties, in the performance of this Agreement, will not discriminate against any person or persons because of sex, race, color, religion, national origin, or disability nor will either party permit its employees to engage in such discrimination.

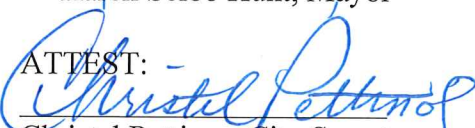
9.13 CONFIDENTIALITY: CITY and/or SRO understands and agrees that any medical or personal information learned by CITY and/or SRO about any person who is a student, or any family member of a student, is privileged information and is subject to all State and Federal laws which protect the rights of students or patients, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") and the Individuals with Disabilities Education Act ("IDEA"). CITY and/or SRO agrees that information learned by it about any student, or about incidents or events involving the CISD, will not be divulged, disclosed, or discussed with any person other than authorized CITY personnel, or unless otherwise authorized or obligated by State and Federal Laws or other policies of the CISD and that it will comply with any provisions regarding redisclosure of the records as required therein.

9.14 IMMUNITY: Each of the parties acknowledge that such is performing governmental services to the other for the benefit of the public; and, nothing contained herein shall be deemed to waive any of its respective governmental immunities under state and/or federal law, jointly or severally. To the extent allowed by law, governmental immunities under state and/or federal law shall extend from CISD to CITY and/or from CITY to CISD.

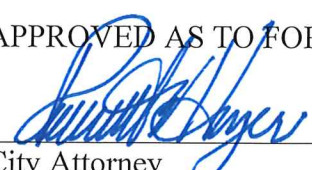
EXECUTED as of the _____ day of _____, 2020

CITY OF COPPELL, TEXAS

By: 
Karen Selbo Hunt, Mayor

ATTEST: 
Christel Pettinos, City Secretary

APPROVED AS TO FORM:


City Attorney

COPPELL INDEPENDENT SCHOOL DISTRICT

By: _____
Brad Hunt, Superintendent

ATTEST:
_____, Secretary


Attorney for Board of Trustees