

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF TEMPLE, TEXAS, AND  
THE BELTON INDEPENDENT SCHOOL DISTRICT  
REGARDING SCHOOL RESOURCE OFFICERS**

This Interlocal Agreement (the “Agreement”) is made and entered into by and between the City of Temple, Texas (the “CITY”), a Texas home rule municipality, and the Belton Independent School District (the “BISD”). The City and BISD may be referred to herein individually as a “Party” or collectively as the “Parties.”

Pursuant to the Texas Interlocal Cooperation Act, Texas Government Code, §§ 791.001 *et seq.*, the parties are empowered to contract with each other for the performance of governmental functions, including police protection.

WHEREAS, the CITY and BISD desire to enter into an interlocal agreement pursuant to which uniformed Temple Police Department (“the Department” or “TPD”) police officers will be assigned to BISD campuses located within the City of Temple as School Resource Officers (“SROs”) under the terms and conditions stated herein; this Agreement will establish a joint cooperative effort and relationship between the CITY and BISD to foster an efficient and cohesive program that will build a positive relationship between the SROs, the BISD administration, and staff, and students (the “SRO Program”).

**A. Term.** The initial term of the Agreement shall commence upon the date that parties’ signatures are affixed hereto and shall expire on July 31, 2025. After the initial term, this Agreement will automatically renew and extend for successive one (1) year terms unless either party elects to exercise their right to terminate under Section L of this Agreement. BISD and the City will review the terms of this Agreement at a minimum of every two years.

The payment of any funds in future budget years, as may be provided for in this Agreement, shall be subject to annual appropriation in the Parties’ budget and the obligations contained herein shall not constitute a general obligation or indebtedness under the Constitution or laws of the State of Texas, and nothing contained herein shall ever be construed as to require the Parties to create a sinking fund or to assess, levy, and collect any tax to fund its respective obligations under this Agreement. Notwithstanding anything contained herein to the contrary, a Party will have the right to withdraw from this Agreement on the last day of the Party’s fiscal year if the governing body fails to appropriate funds to cover the cost of this Agreement in the upcoming fiscal year budget, and the remaining Party will be under no obligation to the other Party beyond the currently funded fiscal year.

**B. SRO Program.** The City agrees to provide SROs to BISD schools situated within the jurisdiction of the Department. The number of SROs will be as agreed between the parties to this Agreement.

**1. Concept**

The SRO Program utilizes the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers). The SRO Triad concept generally means that

the officers assigned to the program are Law Enforcement Officers, Informal Counselors, and Teachers.

SROs are first and foremost Law Enforcement Officers for the City of Temple Police Department (the “Department”). SROs shall be responsible for carrying out all duties and responsibilities as a police officer and shall remain at all times under the control, through the chain of command, of the Temple Police Department; however, SROs will notify BISD administrators and the Coordinator of Safety before taking police action on campus, when practical, and are enforcement officers in criminal matters only. SROs are not responsible for enforcement of any “school or house rule”. SROs are not school disciplinarians and will not assume this role. SROs will report directly to their designated supervisor in the Department and Coordinator of Security in connection with normal law enforcement duties and shall consult with BISD administrators concerning duties that affect BISD as a whole or a particular campus. SROs will not involve themselves in administrative matters of BISD, which are not criminal offenses.

SROs are not formal counselors, and will not act as such; however, they may be used as a resource to assist students, faculty, staff, and all persons involved with BISD in a wide variety of subjects including, but not limited to, drug and alcohol education, in order to build rapport with students and staff.

## **2. Selection**

The City, through its Chief of Police, shall select and assign police officers to schools within BISD and within the city limits of the City of Temple to serve as SROs as outlined in this Agreement. BISD and the City will mutually agree on the specific schools to which each SRO will be assigned.

SROs will be provided by the City for an 8-hour workday, 5 days per week during the regular school year (i.e., not including summer school). Any hours worked by an SRO beyond the 8-hour shift, or beyond the regular school year, will be subject to overtime pay.

If additional SROs are requested by the BISD, the BISD must submit a written request at least one (1) year in advance for consideration of staffing needs by the City/Police Department.

If an assigned SRO is not satisfactory to BISD, BISD may request that the SRO be removed from the campus or BISD, and the Department will use good faith efforts to replace the officer, subject to available personnel resources.

## **3. Qualifications**

The SROs will be licensed peace officers for the State of Texas and meet all requirements as set forth by the Texas Commission on Law Enforcement and all Department Rules and Regulations.

#### **4. Scope of Services**

(a) Assigned peace officers shall serve primarily as SROs as outlined in this Agreement and will not be regularly assigned additional police duties for the Department during the regular school year. SROs will remain at the assigned BISD campus during duty hours and will attend school activities. The City reserves the right, however, to reassign any or all SROs temporarily in the event of an emergency or when the City, in its sole discretion, deems it necessary.

(b) SROs will take enforcement action on criminal matters occurring on BISD campuses when appropriate and keep campus administrators and the Coordinator of Safety informed of such actions. SROs will perform other duties consistent with law enforcement, including, but not limited to, traffic enforcement and direction, security monitoring and consulting, and investigation of crimes.

(c) The City shall coordinate the assignment and duty hours of the SROs with BISD. SROs will check in with the front office of the assigned BISD campus upon arrival and departure when practical. SROs will notify the Coordinator of Security and the principal of the assigned BISD campus in advance of a planned absence; in the event of an unplanned absence, such as an illness or accident, an SRO will notify the Coordinator of Safety prior to the beginning of the school day.

(d) The City will provide the SROs with uniforms, law enforcement training and certification, vehicles and police equipment, benefits, and insurance (including liability coverage) that are provided to all of the Department's police officers. BISD agrees to reimburse the City for SRO services, including salary and benefits, vehicle usage, and training as outlined in further detail below.

(e) BISD shall provide SROs the following materials and facilities, which are deemed necessary to the performance of the SROs duties:

- (1) Access to an air-conditioned and properly lit private office, which shall contain a telephone, to be used for general business purposes.
- (2) A location for files and records that can be properly locked and secured.
- (3) A desk with drawers, chair, filing cabinet, and office supplies.
- (4) A communication device for communication with BISD/campus staff.

(f) SROs will assist the Coordinator of Security and Coordinator of Emergency Preparedness with the Safety and Security Audit required by Texas Education Code § 37.207.

(g) SROs will assist with emergency drills and simulations related to crisis management, emergency operations, soft, and hard lockdown drills, and threat mediation, as needed.

(h) SROs will attend campus and district meetings, as requested by either the campus principal or the Coordinator of Security.

## 5. Required Training

- (a) Selected SROs are required to have the following training:
- TCOLE #4064 Course, or equivalent course, within three months of the date of SRO assignment, subject to availability;
  - The Belton Independent School District (BISD) and the Temple Police Department (TPD) shall collaborate to guarantee that all School Resource Officers (SROs) obtain the current Texas Commission on Law Enforcement Officer Standards and Education (TCOLE) Certifications, including Basic (#41501), Intermediate (#41502), Advanced (#41504), and Master (#41505) School Based Law Enforcement (SBLE) certificates. These courses are administered by the Texas School Safety Center. In recognition of the time-intensive nature and limited availability of these courses, BISD and TPD will work cooperatively to establish a mutually agreeable timeline for ensuring all SROs complete the required certifications;
  - Use of restraints on students in accordance with Texas Education Code § 37.0021 and 19 TAC § 89.1053;
  - Any other training requested and paid for by BISD and approved by the Chief of Police.
- (b) The City will pay 100% of the costs of TCOLE-required training and certification for peace officers.
- (c) BISD will reimburse the City for 100% of SRO-related training costs. BISD will also reimburse the City for 100% of all specialized training requested by the school district. Training expenses include all costs, including hotel, meals/per diem, and travel required.

**C. Confidential Information.** BISD, for itself, its officers, agents, and employees, agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City, except as required by law. The City, for itself and its officers, agents, and employees, agrees that it shall treat all information provided to it by BISD as confidential and shall not disclose any such information to a third party, except as required by law. In carrying out its duties, the City, and its officers, agents, and employees, shall at all times recognize and respect the confidentiality of student information, including but not limited to confidential student records, and shall seek access to such records only for a “legitimate educational purpose” in accordance with the requirements of the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g (“FERPA”) and BISD Board Policies FL (LEGAL) and (LOCAL).

Both Parties understand and agree that each party is subject to the requirements of the Texas Public Information Act (“PIA”), Texas Government Code, Chapter 552. Nothing in this Agreement shall be interpreted to waive the requirements of the PIA.

**D. Unauthorized Access.** The City and BISD shall store and maintain information from the other Party in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt the information in any way. The City and BISD shall notify the other party

INTERLOCAL AGREEMENT BETWEEN THE CITY OF TEMPLE, TEXAS AND THE BELTON INDEPENDENT SCHOOL DISTRICT—Revised May 2022. 4

immediately if the security or integrity of any information has been compromised or is believed to have been compromised, in which event, the City or BISD, as the case may be, shall, in good faith, use all commercially reasonable efforts to cooperate with the other party in identifying what information has been accessed by unauthorized means and shall fully cooperate with the other party to protect such information from further unauthorized disclosure.

**E. Body Worn Cameras.** Body Worn Camera (BWC) recordings will be made in accordance with Chapter 1701, Texas Occupations Code, and Temple Police Department policy. Creation, maintenance, and release of any BWC recordings will be in compliance with statute and departmental policy.

**F. Access to Educational Records.**

1. For purposes of this section, “student educational records” means those records that are directly related to a student and maintained by the District, but does not include records of law enforcement, including those made by an SRO in fulfilling his/her law enforcement duties under this Agreement, subject to 34 CFR §99.8.

2. In accordance with FERPA and District Board Policy FL (LOCAL), an SRO may be considered a “school official” and may access otherwise confidential student educational records when a “legitimate educational interest” exists. Because SRO’s may have access to “education records” for the District’s students as defined under FERPA, the SROs agree to abide by the FERPA limitations and requirements imposed on school officials. This includes the ability to disclose information from education records in connection with an emergency if the knowledge of the information is necessary to protect the health or safety of the student or other individuals in accordance with 34 C.F.R. §99.31(a)(1), .36.

3. The parties agree that: (a) the services/functions to be provided by SRO are services/functions for which the District would otherwise use its own employees; (b) SROs are under the District’s direct control with respect to SRO access to and use of the education records, and (c) SRO is subject to the re-disclosure requirements of 34 C.F.R. 99.33(a) with respect to SRO’s access to and use of the education records. SROs agree to assist the District in maintaining the privacy of educational records as may be required by state and federal law, including but not limited to FERPA and the Individuals with Disabilities Education Act (“IDEA”).

**4. Principal’s Approval and Access.** Access to and use of any education records that contain personally identifiable information by SROs shall be provided only with the principal’s approval and as permitted under FERPA and/or IDEA.

5. Unless an exception applies in accordance with FERPA or IDEA, an SRO may have access to and use otherwise confidential student records or personally identifiable information within student education records only for the purposes of carrying out his/her duties and responsibilities established by this Agreement and will not share such records or information with or disclose to any third party. SROs may not access or use confidential student education records or personally identifiable information contained within student education records for law enforcement purposes or re-disclose such information to outside law enforcement officers or agencies (including the City, County, or Sheriff’s Office)

unless a lawful exception applies that allows for such use or re-disclosure. However, if an SRO has a rational basis for believing that a health and safety emergency exists, and determines that there is an articulable and significant threat to the health or safety of a student or other individuals, he/she may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other individuals (34 CFR §99.36), and such disclosure will not constitute a violation of this Agreement and is not considered an unlawful disclosure under FERPA. This provision does not alter the employment relationship between the SRO and the City, nor does it alter any existing rights or benefits of any SRO assigned under this Agreement.

The City will provide records to BISD as an intergovernmental transfer as permitted by law. If the City believes that the release or sharing of such records is confidential or otherwise prohibited by law, the City will facilitate the availability of the SRO who created the record to answer any questions in any school disciplinary investigation concerning the SRO's knowledge of the facts/circumstances of the incident.

**G. Restraints.** In the event an SRO determines that the use of a restraint is necessary, the SRO shall promptly complete the BISD Restraint Incident Report form as required by Texas Education Code § 37.0021.

**H. Supervision.** The day-to-day operation and administrative control of the SRO Program shall remain with the Department. The Department shall assign supervisory personnel to oversee the program.

**I. Independent Contractor.** The City shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of BISD. The City shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. BISD shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither the City nor BISD shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of the officers, members, agents, servants, employees, or officers of the other. Nothing in this Agreement shall waive any statutory or common-law immunity or defense of the City or BISD.

**J. Compensation and Reimbursement.** BISD, in consideration of the fair compensation of governmental services being provided by the City pursuant to this Agreement, agrees to reimburse the City for the following expenses:

1. 70% of an SRO's annual salary and benefits. Salary and benefits include all of the City's wage and benefit costs related to employing and retaining the officer, and includes but is not limited to: all wages, including certification pay, longevity pay, etc.; payroll taxes; Medicare/FICA contributions; retirement contributions; employer's contributions to health and dental insurance; employer-paid contributions to long term disability life and AD&D insurance; worker's compensation insurance; any other benefits or expenses necessary for the employment of the officer.
2. BISD will reimburse the City for the SRO Sergeant's salary. The City will credit any amounts received from the Child Safety fund in the preceding year to the Sergeant's salary, and BISD and Temple ISD will split any balance remaining. (For example, the Child Safety check the City received in January 2022 will be applied to the fiscal year

2023 contract.)

3. BISD will reimburse the City for 100% of overtime costs incurred by SROs providing service to BISD. Summer school will be considered overtime, and BISD will reimburse the City for 100% of SRO salary and benefits for any hours worked during summer school.
4. BISD will reimburse the City at a rate of \$3,600 annually per police vehicle for each SRO's use and travel.

The City will invoice BISD monthly for expenses incurred in the preceding month, and BISD will pay the invoice within 30 calendar days of receipt.

**K. BISD Responsibilities.** BISD will work cooperatively with SROs to reduce criminal acts on school property and threats to schools. This will be accomplished by:

1. Reporting violations of the law committed on school property, at off-campus school programs, or crimes about which school staff become aware to the SROs or the appropriate local law enforcement agency as soon as possible after becoming aware of the incident.
2. Reporting suspicious activity or other events that come to the attention of school staff that could jeopardize school safety or prevent a criminal act.
3. Turning over to SROs or the appropriate law enforcement agency illegal contraband seized or found by BISD staff.

**L. Notice.** Any notice given hereunder shall be in writing, and may be affected by personal delivery or by registered or certified mail, return receipt requested, at the address of the respective parties indicated below:

BISD: Superintendent  
Belton Independent School District  
P.O. Box 269  
Belton, Texas 76513

City: City Manager  
City of Temple  
2 North Main Street, Ste. 306  
Temple, Texas 76501

With mandatory copy to: City Attorney's Office  
City of Temple  
2 North Main Street, Ste. 308  
Temple, Texas 76501

The foregoing addresses for notice may be changed by either the City or BISD by delivering written notice of such change, in accordance with the requirements of this Section, to the other party.

## **M. General Provisions.**

### **1. Interlocal Cooperation.**

The City and BISD agree to cooperate with each other in good faith, at all times during the term hereof in order to effectuate the purposes and intent of this Agreement. Each Party hereto acknowledges and represents that this Agreement has been duly authorized by their respective governing body. Each party paying for the governmental functions or services as specified herein must make such expenditures from the current revenues available to the paying party.

### **2. Entire Agreement/Amendments.**

This Agreement contains the entire agreement between the Parties respecting the subject matter thereof and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be modified or amended except by written agreement duly executed by the Parties hereto.

### **3. Invalid Provisions.**

Any clause, sentence, paragraph, or article of the Agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, in any respect shall not be deemed to impair, invalidate or nullify the remainder of this Agreement.

### **4. Applicable Laws.**

This Agreement shall be constructed in accordance with Texas law.

### **5. Governmental Powers/Immunities.**

It is understood and agreed that by execution of this Agreement, neither the City nor BISD waives or surrenders any of its governmental powers or immunities, whether by statute or at common law.

### **6. No Waiver.**

The failure of the City or BISD to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or BISD's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

### **7. Force Majeure.**

The City and BISD shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.



**N. Termination of Agreement.** This Agreement may be terminated by either party upon thirty (30) days written notice. However, BISD shall be responsible for payment due to the City for officers provided at any time during the immediately preceding year.

**BELTON INDEPENDENT  
SCHOOL DISTRICT**

**CITY OF TEMPLE**

\_\_\_\_\_  
Dr. Malinda Golden, Superintendent

\_\_\_\_\_  
Brynn Myers, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office