

**INTERLOCAL AGREEMENT BETWEEN
CITY OF BURLESON
AND
BURLESON INDEPENDENT SCHOOL DISTRICT
FOR
POLICE/SCHOOL LIAISON OFFICERS
FISCAL YEAR 2022-23**

WHEREAS, pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the CITY OF BURLESON, a Texas home-rule municipality (the "CITY"), and the BURLESON INDEPENDENT SCHOOL DISTRICT, an independent school district located in Johnson and Tarrant County, Texas ("BISD"), may jointly exercise the power to provide governmental services for public health, safety, and general welfare; and

WHEREAS, the parties desire to enter into this Interlocal Agreement (this "Agreement"), for the provision of police services by the CITY in BISD's high schools, junior high schools, and elementary schools within the limits of both the CITY and BISD; and

WHEREAS, all obligations of the parties shall be funded from their respective available current revenues; and

WHEREAS, the parties agree that the payment amounts specified herein fairly compensates the performing party for the services and functions under this Agreement.

NOW, THEREFORE, THIS INTERLOCAL AGREEMENT is hereby made and entered between the CITY and BISD for the mutual considerations stated herein and shall be effective upon execution by both parties:

1. SCOPE OF AGREEMENT

CITY shall provide eleven (11) employees for fiscal 2022-23 who are certified police officers for the local school resource liaison program to be assigned at BISD campuses. One (1) of the eleven (11) certified police officers will hold the rank of Sergeant and exercise direct supervision over the ten (10) other police officers.

2. TERM OF AGREEMENT

The term of the Agreement shall be for a period of twelve (12) consecutive months beginning the 1st day of October 2022 and ending the 30th day of September 2023.

3. PAYMENT FOR SERVICES

BISD shall pay CITY the sum of ONE MILLION SEVENTY-NINE THOUSAND THREE HUNDRED SEVENTY-SEVEN AND NO/100s DOLLARS (\$1,079,377.00) per year for

services rendered by school resource liaison officers. Payment for service shall be made quarterly upon receipt of billing from CITY after agreement execution by both parties.

BISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event of liaison officer being absent due to sick leave, training, subpoena or court appearance, compensatory time, worker's compensation, holiday, vacation, or emergency, military or bereavement leave. However, CITY agrees to make a reasonable effort to fill the vacancy with other certified officers.

In the event CITY exercises its right to reassign one or more school resource liaison officers when, in the sole judgment of CITY, their services are required in response to a citywide or major emergency for more than seven (7) consecutive days, payment for service shall be reduced on a prorated basis. Notwithstanding the above, the parties agree that the three (3) new school resource officer positions provided for and described in Exhibit A have not yet been recruited or assigned as of the date of this Agreement. Accordingly, BISD shall not be entitled to reduction in a payment for service for these new school resource officer positions while the positions are waiting to be filled and staffed. The CITY will make a reasonable effort to fill the positions from existing personnel as quickly as possible while new officers are hired and trained; however, maintaining sufficient staffing in the police department patrol section, as determined by the City in its sole discretion, shall take precedence.

4. INDEPENDENT CONTRACTOR

CITY is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officers are assigned to the School Liaison Program and the manner in which CITY 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 BISD and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. CITY, its agents and employees, shall not be entitled to any rights or privileges of BISD employees and shall not be considered in any manner to be BISD employees.

5. INSURANCE

CITY shall provide insurance coverage of officers. CITY shall also provide, during the term of this Agreement, worker's compensation insurance including liability coverage, in the amounts required by Texas state law, for all employees engaged in work under this Agreement.

6. AVAILABILITY OF FUNDS

Funds are not presently budgeted for performance under this Agreement beyond the end of 2022-23 fiscal year. BISD shall have no liability for payment of any money for services performed after the end of this Agreement.

7. TERMINATION

This Agreement may be terminated by either party at its sole option and without prejudice by giving ninety (90) days written notice of termination to the other party. Payments made to CITY by BISD prior to termination shall be non-refundable.

8. ASSIGNMENT

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.

9. WAIVER

No waiver of a breach or any provision of this 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.

10. PLACE OF PERFORMANCE: VENUE

All obligations of each party to this Agreement shall be performed in Johnson/Tarrant 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 Johnson County, Texas.

11. NOTICES

Notices to BISD shall be deemed given when delivered in person to the Superintendent of Schools of BISD, or on the next business day after the mailing of said notice addressed to BISD by United States mail, certified or registered mail, return receipt requested, and postage paid at 1160 SW Wilshire, Burleson, TX 76028.

Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after the mailing of said notice addressed to CITY by United States mail, certified or return receipt requested, and postage paid at 141 W. Renfro, Burleson, TX 76028.

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.

12. SEVERABILITY PROVISIONS

If any provisions 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 the 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.

13. ENTIRE AGREEMENT OF PARTIES

This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire agreement between the parties. No other agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can be modified only by an agreement in writing, signed by both parties.

(Remainder of Page Intentionally Left Blank)

RESOLVED AND ENTERED into this the _____ day of _____, 2022, by the CITY OF BURLESON signing by and through its mayor duly authorized to execute this Agreement as approved by Burleson City Council on _____, 2022, and by the BURLESON INDEPENDENT SCHOOL DISTRICT, signing by and through its president duly authorized to execute this Agreement as approved by the BISD Board of Trustees on _____, 2022.

CITY:

BISD:

By: _____
Chris Fletcher Date
Mayor, City of Burleson

By:  _____
Staci Elsner Date
President, BISD Board of Trustees

ATTEST

ATTEST

Amanda Campos
City Secretary, City of Burleson

 _____
Jeri McNair
Secretary, BISD Board of Trustees

Approved as to Form:

By: _____
Matt Ribitzki
Deputy City Attorney

Exhibit A

BISD Costs for SRO Services

Fiscal 2022-23

| Officer | F2022-23 Step Grade | Salary and Benefits | BISD Costs |
|---------------------------------------|------------------------|------------------------|-------------------|
| New SRO Officer #1 (Step 1) | 1 | \$ 115,805 | \$ 57,902 |
| New SRO Officer #2 (Step 1) | 1 | 115,805 | 57,902 |
| New SRO Officer #3 (Step 1) | 1 | 115,805 | 57,903 |
| Officer S. Bartlett | 9 | 144,336 | 72,168 |
| Officer T. Brown | 9 | 144,336 | 72,168 |
| Officer N. Grace | 9 | 144,336 | 72,168 |
| Officer K. Martin | 9 | 144,336 | 72,168 |
| Officer B. Rousseau | 9 | 144,336 | 72,168 |
| Officer B. Schaefer | 9 | 144,336 | 72,168 |
| Officer N. Thorne | 9 | 144,336 | 72,168 |
| Sergeant R. Sherman | 5 | 172,758 | 86,379 |
| Salary and Benefits Sub Total: | | \$ 1,530,525 | \$ 765,262 |

| Other Description (Quantity) Per Year | Per Item Cost | Total Cost for Items | BISD Costs |
|--|-------------------|-------------------------|-------------------|
| (3) New SRO Recruitment/Hiring Costs | \$ 1,500 | \$ 4,500 | \$ 2,250 |
| (3) New SRO Training and Ammo | 3,200 | 9,600 | 4,800 |
| (3) New SRO Uniforms | 2,400 | 7,200 | 3,600 |
| (3) New SRO Portable Radio | 2,900 | 8,700 | 4,350 |
| (3) New SRO Vest Purchase/Replace | 1,200 | 3,600 | 1,800 |
| (3) New SRO Officer Equipment | 6,250 | 18,750 | 9,375 |
| (3) New SRO 2nd M4 for Campus + Gun Safe | 2,600 | 7,800 | 3,900 |
| (3) New SRO Vehicle Equipment | 5,250 | 15,750 | 7,875 |
| (3) New Vehicle Purchase | 80,000 | 240,000 | 120,000 |
| (11) Vehicle Replacement Contributions | 22,510 | 247,610 | 123,805 |
| (11) Vehicle Fuel/Maintenance | 4,000 | 44,000 | 22,000 |
| (8) Officer Training and Ammo | 950 | 7,600 | 3,800 |
| (8) Portable Radio Service Fee | 700 | 5,600 | 2,800 |
| (8) Mobile (vehicle mount) Radio Service Fee | 700 | 5,600 | 2,800 |
| (8) Officer Vest Replacements | 240 | 1,920 | 960 |
| Other Costs: | \$ 134,400 | \$ 628,230 | \$ 314,115 |

BISD Fiscal 2022-23 Total:

\$ 1,079,377