

STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT   §

**INTERLOCAL AGREEMENT**

In consideration of the mutual covenants, promises and agreements contained herein, this agreement is made and entered into between the City of Everman, a home rule municipal corporation of the State of Texas, located within Tarrant County, Texas (hereinafter referred to as “City,”) acting by and through Craig Spencer, its duly authorized City Manager, and the Everman Independent School District, a political subdivision of the State of Texas located in Tarrant County and a legally constituted Independent School District (hereinafter referred to as “District,”) acting by and through Dr. Curtis Amos, its duly authorized Superintendent.

**RECITALS**

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Government Code, authorizes local governments to contract with one another for the performance of governmental functions and services, and

WHEREAS, the City and the District desire to enter into an agreement for the purpose of providing police services to the District by the City, as hereinafter set out in the body of this agreement.

NOW, THEREFORE, City and District do hereby contract, agree, and covenant for good and valuable consideration the mutual promises and agreements made in the body of this agreement, as follows:

**AGREEMENT**

I.

District covenants and agrees to fully cooperate with the City of Everman in the implementation of this agreement and both parties agree that during the term of this contract City shall provide one (1) dedicated full-time telecommunicator (dispatcher) and twelve (12) School Resource Officers assigned by District to various school campuses and facilities within the District and to be present during regular school hours (hereinafter “SRO” or “SRO’s”). Each SRO shall be an armed security officer meeting the requirements of Section 37.0814 of the Texas Education Code. District agrees to the annual contract price of \$1,399,268.20 (“Annual Contract Price”) which allows City to recoup direct costs incurred as a result of this interlocal agreement, including personnel costs incurred by the City on this project, which will include, but may not be limited to base pay, overtime if warranted, bilingual pay, FLSA, court attendance costs, Medicare, workers compensation insurance, group health insurance, training and certificates, vehicle costs and retirement.



II.

It is understood and agreed that District shall remit funds to the City in a timely manner following receipt of an official invoice. Invoices shall be provided on a monthly basis and shall be based upon a \$1,399,268.20 per year contract price, billed evenly in twelve monthly invoices of \$116,605.68. City and District agree that should City be unable, in any month, to provide the 1 dedicated dispatcher and 12 SRO's, the invoice for said month will be reduced by \$8,969.67 per position the City is unable to provide per month. As an example, if City, due to personnel availability, is only able to provide one dedicated dispatcher and 11 SRO's during one month, the monthly invoice for that month will be \$107,636.01 (\$116,605.68 - \$8,969.67).

III.

The term of this agreement is for a period beginning on August 1, 2023 and ending on July 31, 2024.

IV.

It is understood and agreed by the parties that the City will employ the SROs, with one SRO to serve at each of twelve (12) district campuses. The parties acknowledge that for district campuses located outside of the City of Everman, the SRO's jurisdiction over certain offenses committed outside of the City of Everman is limited by the Texas Code of Criminal Procedure.

V.

This agreement may be terminated by either party, in whole or in part, at any time and for any reason, upon written notice to the other party. Such written notice shall specify to what extent the work under the agreement is being terminated and the effective date of the termination. Within thirty (30) days after the effective date of such termination, City shall forward to District a final invoice for reimbursement to the City for personnel expenditures and District shall remit payment in full within sixty (60) days after the date of such invoice.

VI.

District and City covenant and agree that in the event either party fails to comply with, or breaches, any of the terms and provisions of this agreement, the non-breaching party shall provide written notice of breach to the breaching party as soon as reasonably possible. If the breaching party fails to cure or correct such breaches within a reasonable time following receipt of notice, such reasonable time not to exceed fifteen (15) days, the non-breaching party shall have the right to declare this agreement immediately terminated, and neither party shall have further responsibility or liability hereunder.

VII.

District covenants and agrees to fully cooperate with the City in monitoring the effectiveness of the services and work to be performed with the District under this agreement, and City shall have access at all reasonable hours and after reasonable notice to offices and records of the District, its officers, members, agents, employees, and subcontractors for the purpose of such monitoring, such access being subject to the limitations and requirements under the Texas Public Information Act and the Family Educational Rights and Privacy Act (FERPA). In this connection, it is specifically agreed and understood that the City and the SRO's will at all times comply with FERPA and the regulations thereunder and will not use education records (as that phrase is defined in District policy FL (Legal) and FERPA) or the information contained therein in connection with their police activities and duties without first obtaining the consents or authorizations required by FERPA. District policies FL (Legal) and FL (Local) are available at the District's website or copies will be made available to the City upon request.

#### VIII.

City shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the District.

#### IX.

City agrees that the dedicated telecommunicator (dispatcher) and the SROs shall be assigned by and/or responsible to the Everman Police Department but shall work directly with District administrators. If the District's Superintendent or a campus Principal is not satisfied with the performance of the dispatcher or any SRO assigned to his or her campus, the District's Superintendent may ask the City to replace the dedicated dispatcher and/or the SRO, and the City will make every reasonable effort to do so. The SRO's will not regularly be assigned additional police duties. The City reserves the right; however, to reassign the SRO temporarily in the event of an emergency or when other circumstances require an enhanced police presence elsewhere in the City and school is not in session. City shall provide all law enforcement training and certification, vehicle and police equipment provided to all police officers employed by the City. City shall coordinate assignments and duty hours with District. If necessary to handle unplanned absences of the designated SRO, an officer from a different unit may be temporarily assigned to provide coverage, but the Department is not required to do so.

#### X.

The City shall in no way nor under any circumstances be responsible for any property belonging to District, its officers, members, agents, employees, subcontractors, program participants, licensees or invitees, which may be lost, stolen, destroyed or in any way damaged.

To the extent allowed by law, the District does hereby agree to waive all claims against, release, and hold harmless the City 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 or in connection with this Agreement.

To the extent allowed by law, the City does hereby agree to waive all claims against, release, and hold harmless the District 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 or in connection with this Agreement.

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. The Parties hereby agree that they have not waived their sovereign immunity by entering into and performing its obligations under this Agreement.

Nothing in this Agreement shall be construed as conferring any rights or benefits to any third party who is not a party to this Agreement. Neither City nor District shall be responsible under the doctrine of respondent superior for the acts and omissions of officers, members, agents, servants, employees, or trustees of the other. Nothing in this agreement shall waive any statutory or common-law immunity or defense of City or District.

#### XI.

City and District covenant that neither they nor any of their officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this contract shall in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

#### XII.

City and District, in the execution, performance or attempted performance of this contract and agreement will not discriminate against any person or persons because of sex, race, religion, color or national origin, not will they permit their agents, employees, subcontractors or program participants to engage in such discrimination.

#### XIII.

The provisions of this agreement are severable and if for any reason a clause, sentence, paragraph or other part of this agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect with the invalid provision.

#### XIV.

The failure of the City or District to insist upon the performance of any term or provision of this agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of City's or District's right to assert or rely upon any such term or right on any future occasion.

XV.

Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this contract and agreement, venue for said action shall lie in the state District Courts of Tarrant County, Texas.

XVI.

The governing bodies of City and District have approved the execution of this agreement, and the persons signing have been duly authorized by the governing bodies of the City and District to sign this agreement on behalf of the governing bodies.

XVII.

This written instrument constitutes the entire agreement by the parties hereto concerning the work and services to be performed hereunder, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms hereof shall be void.

XVIII.

Notices to District shall be deemed given when delivered in person to the District's Superintendent, or the next business day after the mailing of said notice addressed to said District by United States mail, certified or registered mail, return receipt requested, and postage paid at 608 Townley Drive, Everman, Texas 76140.

Notices to City shall be deemed given when delivered in person to the City Manager of the City, or the next business day after the mailing of said notice addressed to said City by United States mail, certified or registered mail, return receipt requested, and postage paid at 212 North Race Street, Everman, Texas 76140.

XIX.

The City and the District agree that any use of body-worn cameras ("BWC") by City officers will be subject to and in compliance with state law and local regulations regarding their use and operation. Every officer equipped with a BWC shall be trained in the operation of the equipment prior to its use on campus. When utilizing BWCs, the officer shall adhere to the objectives and procedures outlined in this Agreement and the City's Police Department General Orders to maximize the effectiveness of the BWC and the integrity of the video documentation.

The City may, if not otherwise prohibited by law, provide to the District copies of any such filming of students, parents, employees, or others upon school property, upon request for such copies by the District, as an intergovernmental transfer. In the event the City believes the providing of a copy of such videos would be prohibited, City agrees to utilize its best efforts to facilitate the availability of the officer who made the video to testify, upon request by the District, in any school disciplinary hearing concerning the officer's knowledge of the facts and circumstances of the incident which was videoed. The parties also agree that any such film or video taken by, and kept in the possession of, the City's officers may be considered "law enforcement records" under FERPA and 34 C.F.R. Sec. 99.8, and that any copy of such film or video, if permitted by law to be provided to the District, may then become an educational record of the District under FERPA.

EXECUTED this 18th day of July 2023 by the City of Everman.

CITY OF EVERMAN

By: \_\_\_\_\_  
Craig Spencer  
City Manager

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by the Everman Independent School District.

EVERMAN INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
John D. Oliver, Asst. City Attorney

By: \_\_\_\_\_  
District Attorney

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

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