

POLICE / SCHOOL LIAISON INTERLOCAL AGREEMENT

This Police/School Liaison Interlocal Agreement ("Agreement") is entered into this ____ day of _____, 2022, between the City of Sanger, a home rule city, in Denton County, Texas (hereinafter called the "CITY") and the Sanger Independent School District, an independent school district of Denton County, Texas (hereinafter called the "SISD"). Together, the CITY and the SISD shall be referred to as the "Parties" and individually as a "Party."

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), authorizes local governments to contract with each other to facilitate the provision of governmental functions and services of said local governments under the terms of the Act; and

WHEREAS, the CITY and the SISD are both local governments as defined by Section 791.003 (4) (A) of the Act engaged in the provision of governmental functions and services to whom they serve; and

WHEREAS, it is mutually beneficial for the Parties to enter into an agreement which establishes the duties, assignment, responsibilities and obligations of the School Resource Officers (the "SRO"), the CITY, and the SISD.

NOW, THEREFORE, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable considerations, the Parties agree as follows:

I. SCOPE OF AGREEMENT

A. The CITY shall provide one (1) certified police officer licensed by the Texas Commission on Law Enforcement (TCOLE) for the School Liaison Program for the CITY's 2022-2023 fiscal year, to serve as SRO, assigned in and on the grounds of the Six Grade Campus, Sanger Middle School, Sanger High School, Linda Tutt High School, Clear Creek Intermediate, Chisholm Trail Elementary, Butterfield Elementary schools, to perform the following duties:

1. Education of teachers and students regarding the law, investigation of criminal activity on school grounds, drug prevention, and crisis intervention.
 2. Interaction with the student body, faculty, and visitors by providing education in crime prevention, student awareness of drugs and crimes, and an enhanced communication between the police and the student body.
 3. Assist in security efforts at the designated school.
- a. The SISD shall furnish a suitable office space for interviewing and report writing. All other operational expenses shall be covered by the CITY. The CITY will allow the SISD to participate in the selection of SRO; however, the

City of Sanger Chief of Police ("Police Chief") reserves the right to make the final decision and appointment of any SRO. The Police Chief shall meet and confer with the campus principals from time to time, to establish mutually agreeable operational policies for the SRO. Nothing in this Agreement, however, shall abridge the right and responsibility of the Police Chief to assign, replace, discipline or otherwise supervise the activities of the SRO. Further, nothing in this Agreement shall require CITY to provide continuous police presence on any certain campus of the SISD during every school day when the SRO may be away from a campus for court, administrative duties, arrest processing or other official duties. Further, nothing in this Agreement shall obligate the CITY to provide an SRO, or other police presence at any school activities or events outside of regular school hours. The SISD will be responsible to paying overtime to SRO for all after hours activities. The CITY will however, manpower permitting provide police presence when the SRO is attending training and/or on extended time off.

B. Information Sharing:

1. The Sanger Police Department ("the Department") will share all information to the extent permitted by law, pertinent to the safety of any party that the SISD is responsible for, and all information pertinent to investigation.
2. The SISD will share all information to the extent permitted by law that is needed to resolve an issue. In the event that educational records or personally identifiable information (as defined by the Family Education Rights and Privacy Act [FERPA], 20 US 1232g, et seq.), is provided to the SRO, the Department agrees not to disclose such information to any other party, other than necessary law enforcement entities, without prior consent of the parent, or as required by law. If a student is involved in illegal activity regardless whether school is in session, the SISD and the SRO will by law share the information, based on all laws and regulations.
 - a. The SRO shall report to the Assistant Chief of Police. While on campus, the SRO will report directly to the assistant principal and principal regarding the daily routine and communication issues on campus and then report to the ISD superintendent.

- C.** The SRO shall act as any other City paid full-time police professional. The SRO is governed by the same laws, policies, and procedures and will use discretionary powers in enforcing all local, state and federal laws, including the Texas Education Code.

II. TERM OF THE AGREEMENT

The term of this Agreement shall be effective the first day of July 2022 and shall continue thereafter for a period of five (5) years on a year-to-year basis or until either

Party gives the other Party one hundred and eighty (180) days' notice of intent to terminate.

III. PAYMENT FOR SERVICES

- A. The SISD shall pay the CITY the sum of \$55,537.44 for services; and \$500.00 for training. The total amount to be rendered to the CITY for 2022-2023 is \$56,037.44. Quarterly payments in the amount of \$14,009.25 should be paid beginning no later than 15th of the month in July and October of 2022, and January, and April of 2023. The calculation is based upon 75% of the cost of the current salary and benefits of seven (1) full time officer for the 2022/2023 fiscal year.
- B. For years two through five of this Agreement, on or before each May 31, the CITY shall provide the SISD an invoice of the costs to be paid for funding the SRO for the following fiscal year. The SISD shall notify the CITY in writing, as provided in Section IX, no later than April 15 of each year, of its election to terminate the Agreement. Unless the SISD sends notice to CITY, on or before April 15, that it intends to terminate the Agreement as of the end of the SISD fiscal year, SISD shall make the first quarterly payment for the upcoming fiscal year beginning on or before July 15th of the year in which the invoice is sent and quarterly on the 15th of October, January and April throughout the term of the agreement.
- C. The SISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event any SRO is absent due to sick leave, training, subpoena or court appearance, compensatory time, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave. If the liaison officer is absent more than 15 consecutive school days, the SRO shall be replaced or payment shall be reduced on a prorated basis.
- D. In the event the CITY exercises its right to reassign the SRO when in the sole judgment of the CITY his/her services are required in response to a City-wide or major emergency for more than 15 consecutive school days, payment for service shall be reduced on a prorated basis.

IV. INDEPENDENT CONTRACTOR

The CITY is and at all times deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officer is assigned to the School Liaison Program and the way the 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 the SISD and the CITY or any of

the CITY's agents or employees. The CITY assumes exclusive responsibility for the acts of its employee as they relate to the services provided during the course and scope of his/her employment. The CITY, its agents and employees, shall not be entitled to any rights or privileges of SISD employees and shall not be considered in any manner to be a SISD employee.

V. INSURANCE

The CITY is insured, and shall provide the SISD documentation of its coverages, said coverages to meet the approval of the SISD. The CITY shall maintain, during the term of this Agreement, workers' compensation insurance, general liability coverage, and auto liability coverage for its employee engaged in work under this Agreement. Upon request, the CITY shall provide the SISD with Certificates of Insurance indicating such coverage prior to the beginning of any activities under this Agreement.

VI. AVAILABILITY OF FUNDS

All expenditures made by the CITY and the SISD, in fulfilling their obligations hereunder, shall be paid only from current revenues legally available.

VII. TERMINATION

This Agreement may be terminated by either Party at any time, at its sole option, with or without cause, and without prejudice by giving one hundred and eighty (180) days' written notice of termination. As both entities have approved tax rates and budgets based in part on this Agreement, there will be no refunds as a result of termination during a fiscal year.

VIII. ASSIGNMENT OF AGREEMENT

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.

IX. GENERAL PROVISIONS

- A. No waiver of a breach or any provision of the 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.
- B. All obligations of each Party shall be performed in Denton 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 Denton County, Texas.

- C. Notices to the SISD shall be deemed given when delivered in person to the Superintendent of Schools of SISD, or on the next business day after the mailing of said notice addressed to said SISD by United States mail, certified or registered mail, return receipt requested, and postage paid at 601 Elm Street, Sanger, Texas 76266
- D. Notices to the CITY shall be deemed given when delivered in person to the City Manager of the CITY, or on 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 PO Box 1729, 501 Elm Street, Sanger, Texas 76266.
- E. 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.
- F. If any provision 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 this 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.
- G. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

X. MUTUAL HOLD HARMLESS

- A. To the extent allowed by law, the SISD 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 properly arising out of or in connection with this Agreement.
- B. To the extent allowed by law, the CITY does hereby agree to waive all claims against, release, and hold harmless the SISD 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.

- C. 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.

XI. DISPUTE RESOLUTION

Should a dispute arise between the Parties regarding this Agreement, or the terms contained herein, the Parties shall first attempt to resolve the dispute through direct discussions in a spirit of mutual cooperation. If such discussions fail to resolve the dispute, the Parties hereto agree that they shall submit such dispute to non-binding mediation with a mutually agreeable mediator. Said mediation shall be conducted within thirty (30) days following written notice of a demand for mediation by either Party, unless the Parties agree to a shorter or longer period, and the costs of such mediation shall be borne by the party demanding same. The purpose of this section is to reasonably ensure that the CITY and the SISD in good faith utilize mediation before pursuing litigation. The Parties' participation in, or the results of any mediation under this section shall not be construed as a waiver by the Parties of any rights, privileges, defenses, remedies or immunities available to the Parties as governmental entities, nor waiver of any termination provisions, expiration dates or deadlines set forth in this Agreement.

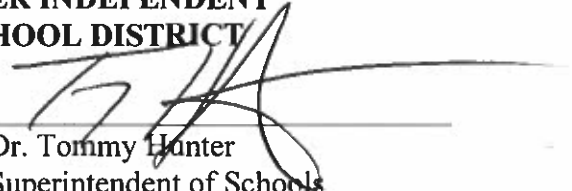
THE CITY OF SANGER,

John Noblitt, City Manager

ATTEST:

Kelly Edwards, City Secretary of Sanger

**SANGER INDEPENDENT
SCHOOL DISTRICT**



Dr. Tommy Hunter
Superintendent of Schools

ATTEST:

Name: _____
Title: _____

"Attachment A"

*Calculation for Cost Per Full-Time Officer Salary and Benefits
Fiscal Year 2022/2023*

SRO #1 Salary and Benefits :

Annual Base Salary: \$64,049.92

Benefits: \$9,112.32

Cost per SRO: \$74,049.92

Salary Contributions From Both Parties

SISD 75%: \$55,537.44

CITY 25%: \$18,512.48

Total SISD Cost:

Salaries: \$55,537.44 (75%)

Training: \$500.00

Total SISD Cost: \$56,037.44

Quarterly Payment Amount: \$14,009.25