

**INTERLOCAL AGREEMENT
(Student Resource Officer)**

1. PARTIES

1.1. The Parties to this Agreement are the City of Tomball ("City"), a body corporate and politic under the laws of the State of Texas, and TOMBALL INDEPENDENT SCHOOL DISTRICT ("the Contractor").

2.PURPOSE

2.1. The Contractor wants the Chief of Police of the City of Tomball, Texas, to authorize and direct nine (9) law enforcement officers to each devote 187 days of their working time, "working time" being defined as eight (8) hours per day, to the Contractor. The law enforcement officer referenced above will be referred to collectively as "extra officers" whether one or more.

3. TERM OF THE AGREEMENT

3.1. The term of this Agreement begins on August, 1, 2021, and ends on July 31, 2022, unless terminated sooner in accordance with Section 7.

4. CITY'S RIGHTS AND OBLIGATIONS

4.1. City agrees to authorize the Chief of Police to appoint the extra officer effective at the beginning of the contract term, so as to enable (but not require) the Chief of Police to appoint the extra officer to devote 187 days of his/her working time to Tomball Independent School District facilities ("the area"). As used herein, the phrase "working time devoted to the area" means the usual or normal hours that extra officer is required to work in any calendar month and does not include any extra or overtime work. The time the extra officer is on duty within the area, the time the extra officer is in court in connection with cases arising out of events occurring within the area, the time the extra officer spends preparing reports and documents pertaining to events occurring in the area, the time the extra officer spends in making preparations to provide law enforcement in the area, the time the extra officer spends transporting persons arrested in the area to jail, the time the extra officer spends investigating crimes or possible crimes committed in the area, are deemed working time devoted to the area. The activities listed above are explanatory and the meaning of "working time devoted to the area" is not limited to those activities.

4.2. Contractor understands and agrees that if the Chief of Police appoints the extra officer to the area, the Chief of Police retains the control and supervision of the extra officer to the same extent as he does other officers.

4.3. The extra officer assigned in accordance with this Agreement shall perform the duties as assigned by the Contractor, subject to the control and supervision of the Chief of Police and the City of Tomball. The rules, regulations, procedures, and policies of the City shall govern the performance of duties rendered pursuant to this agreement.

4.4. The Contractor shall provide an office, a networked computer, and general office supplies needed for the extra officers to perform their Student Resource Officer duties. The Chief of Police shall supply all equipment necessary to perform police functions and services.

5. CONTRACTOR'S PAYMENT OBLIGATION

5.1. The Contractor agrees to pay the City of Tomball the sum of SEVEN HUNDRED TWELVE THOUSAND NINETY-ONE DOLLARS AND FORTY-SIX CENTS (\$712,091.46) to contract police services, or to be used by the City of Tomball for the purpose of supplementing the cost to the City for supplying the law enforcement services, including salaries and any additional expenses the City may incur in providing the services for a period of 187 days beginning the 9th day of August, 2021. Contractor must make payments on the total sum in installments, which are due and payable, without demand, on or before the following dates in the amounts set forth:

Nine (9) payments of \$79,121.27, due on the 20th of each month, first payment due September 20, 2021.

5.2. If the term of this Agreement is terminated at any time other than at the end of a semester, payments under this Contract shall be prorated.

5.3. Contractor understands and agrees that if the City does not receive the payments within thirty (30) days of the date due, the City is authorized to terminate this Agreement without further notice. Further, City's failure to make demand for payments due is not a waiver of Contractor's obligation to make timely payments.

6. CITY'S PREROGATIVE TO APPOINT EXTRA OFFICERS

6.1. Contractor understands and agrees that this Agreement is not intended (nor shall it be construed) to obligate the Chief of Police in any manner whatsoever to assign the extra officer to devote any portion of his/her working time to the area. However, if for any reason the extra officer does not devote substantially 187 days of his/her full-time equivalent working time to the area during the term of this Agreement, then the Contractor is obligated to pay the City only a proportionate part of the total sum identified above. If the amount paid by the Contractor to City of Tomball exceeds the proportionate part, the Contractor is entitled to a refund from City of Tomball of the excess amount paid.

7. TERMINATION AND DEFAULT

7.1. Prior to the expiration of the term, either Party is authorized to terminate this Agreement without cause by giving to the other party at least thirty (30) days advance written notice of its intention to do so, specifying therein the effective date of such termination.

8. NOTICE

8.1. Any notice permitted or required to be given to City of Tomball hereunder may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Tomball Police Department
Attn: Chief of Police
400 Fannin Street
Tomball, Texas 77375

Any notice permitted or required to be given to Contractor hereunder may be given by registered mail or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Tomball Independent School District
Attn: Superintendent
310 South Cherry Street
Tomball, Texas 77375.

Notice shall be deemed given upon deposit of the notice in the United States Mail as aforesaid.

8.2. Either Party may designate a different address by giving at least ten (10) days written notice in the manner provided above.

9. SRO DUTIES

9.1. The extra officer will, under general supervision, perform the following duties:

- Patrol district property for suspicious activity or unauthorized persons;
- Provide in-service training to help administrators be better prepared to deal with security-related matters;
- Serve as a team member to support students;
- Serve as a visible and active law enforcement officer on campus dealing with law-related areas such as drugs, traffic, trespassing, fighting, and thefts. If requested by school administrators, assist in the enforcement of campus rules and regulations;
- Take law enforcement actions to protect the students, faculty, and visitors;
- Make arrests only when necessary;
- Work and collaborate with outside law enforcement agencies;
- Assist in coordinating security for crowd or vehicle control situations;
- Assist in outer agency investigations when it involves a student in district;
- Provide instructions and directions to others as it pertains to law enforcement matters and emergency situations;
- Conduct security building assessments for schools, guard and check/secure doors, rooms, buildings, and equipment;
- Conduct investigations involving crimes, gang activity, violence, threats, or drugs;
- Develop crime prevention efforts/strategies;
- Educate school-age victims in crime prevention;
- Develop and expand community justice initiatives for students;
- Help students with conflict resolution, restorative justice, and crime awareness;
- Assist in the identification of physical changes in the environment that may reduce crime in or around schools;
- Maintain all certifications and stay current on training;
- Assist with all types of threats as a team member of the threat assessment team; and,
- Perform other duties as directed by school administration to create a safe and positive environment for staff, students, parents, and visitors.

9.2. This Classification is distinguished from Police Sergeant who provides general supervision of the Police Officer in addition to the duties listed above.

10. MISCELLANEOUS

10.1. The terms and provisions of this Contract constitute the entire Agreement between the City and the Contractor, and no modification of this Contract is effective unless in writing and executed by both parties.

SIGNED in duplicate originals this _____, day of _____ 2021.

APPROVED AS TO FORM:

City of Tomball

ATTEST:

By:
Doris Speer
City Secretary

By:
David Esquivel
Interim City Manager

Tomball Independent School District

ATTEST:

By:
Dr. Steven Gutierrez
Chief Operating Officer

By:
Dr. Martha Salazar-Zamora
Superintendent of Schools