

SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN CITY OF WILLOW PARK AND TRINITY CHRISTIAN ACADEMY

This Agreement is entered into this _____ day of _____, _____ (“Agreement”) between the City of Willow Park, a Texas general law city, Parker County, Texas (hereinafter called "City") and the T.B.C.A., Inc., dba Trinity Christian Academy, a Texas nonprofit corporation, Parker County, Texas (hereinafter called "TCA" or "School"). The CITY and TCA may be referred to individually as “party” and collectively as the "parties."

WHEREAS, the governing bodies of each party desire to enter into this Agreement, for the provision of police services by the City to the School; and

WHEREAS, it is mutually beneficial for the parties to enter into an agreement that establishes the duties, assignments, responsibilities, and obligations of the school resource officer (“SRO”), the City, and TCA.

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

I. SCOPE OF AGREEMENT

A. The City of Willow Park Police Department (the “Department”) has established the School Resource Officer (SRO) program. The SRO program is provided with the understanding that each school has different needs. SROs will provide an approach that is most appropriate for the school they work and the circumstances they encounter. Officers and supervisors will coordinate with the head of school and school principals and prioritize their work so that it helps both the school and the CITY Police Department (hereinafter called Department) reach their stated goals.

It is expressly understood and agreed to by the parties that TCA is a private, Christian school, and as such, the policies, requirements, responsibilities and obligations of students, parents, staff, faculty and administration reflect a Christ-centered approach to education. As such, as an independent contractor, the SRO shall operate in a manner that respects the beliefs and policies of TCA.

B. CITY shall provide a certified police officer, licensed by the Texas Commission on Law Enforcement (TCOLE), to serve as the SRO for TCA. The assignment of the SRO will be coordinated to ensure the best working relationship possible between the School and City. The SRO shall provide the following services (the “Services”):

1. Performing any duty required by law of peace officers.
2. Protecting the safety and welfare of any person
3. Providing appropriate education to teachers and students regarding the law, investigation of criminal activity on school grounds, drug prevention, and crisis intervention.

4. Providing appropriate Interaction with the student body, faculty, and visitors by providing the following: education in crime prevention, student awareness of drugs and crimes, and enhanced communication between the police and the student body.
5. Assist in security efforts at the School.

C. TCA shall provide a suitable office space and telephones for use by the SRO, but all other operational expenses shall be paid by the CITY. The CITY Chief of Police shall meet and confer with the campus principals from time to time, to establish mutually agreeable operational policies for the SRO. However, nothing in this Agreement shall abridge the right and responsibility of the 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 the campus of TCA during every school day when the SRO may be away from campus for court, training, 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. Notwithstanding the foregoing, it is the intent of the CITY that a SRO be on campus every school day during normal school hours while the School is in session, and in the event the designated SRO is unable to be on campus during any part of a school day, the CITY shall use reasonable efforts and available resources to fill the position.

D. Information Sharing:

1. The Department will share all information, to the extent permitted by law, pertinent to the safety of any party that the school is responsible for, and all information pertinent to the investigation.

2. TCA 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 the prior consent of the parent, or as required by law. If a student is involved in any illegal activity regardless of whether the school is in session, the TCA and the SRO will by law share the information; based on all laws and regulations.

E. The SRO shall report to the Sergeant of Support Services, Captain, and the 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 Head of School. At all times during the term of this Agreement, the SRO shall be considered an employee of the CITY and not employees of TCA.

E. 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.

II. TERM OF THE AGREEMENT

The term of this Agreement shall commence on the 1st day of October 2022 and will end at midnight, September 30, 2027, unless earlier terminated as provided herein.

III. PAYMENT FOR SERVICES

A. TCA shall pay CITY the sum of \$56,150.50 for services rendered for 2022-23 (the Annual Payment) no later than October 15, 2022. The Annual Payment formula and calculation for this payment is set forth in Exhibit A attached hereto and incorporated by reference herein. The calculation is based upon 70% of the cost of the current salary and benefits of a full-time police officer of the CITY at the maximum pay level of a police officer.

B. Following the first year of this Agreement, on or before each May 31 during the term of the Agreement, the CITY shall provide TCA an invoice of the costs to be paid as a portion of funding the SRO for the following fiscal year. TCA shall notify the CITY in writing, as provided in Section IX, no later than July 15 of each year, of its election to terminate the Agreement. Unless TCA sends notice to CITY, on or before July 15, that it intends to terminate the Agreement as of the end of that fiscal year, TCA shall make the Annual Payment for the upcoming fiscal year on or before October 15 of the year in which the invoice is sent.

C. TCA shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event an 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. If the CITY is unable to replace the SRO within thirty (30) days of the beginning of the absence of the current SRO, then the School may elect at its sole discretion to terminate the Agreement.

D. In the event CITY exercises its right to reassign the officer when in the sole judgment of CITY the officer's services are required in response to a citywide or major emergency for more than 15 consecutive school days, payment for service shall be reduced on a prorated basis.

IV. INDEPENDENT CONTRACTOR

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

V. INSURANCE

CITY is self-insured, and shall provide TCA documentation of its coverages, said coverages to meet the approval of TCA. CITY shall maintain, during the term of this Agreement, workers'

compensation insurance, general liability coverage, and auto liability coverage for its employee engaged in performing Services under this Agreement. Upon request, CITY shall provide TCA 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 CITY, 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 ninety (90) days' written notice of termination. As the CITY has approved a tax rate and budget 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 Parker 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 Parker County, Texas.

C. Notices to TCA shall be deemed given when delivered in person to the Head of School or on the next business day after the mailing of said notice addressed to said TCA by United States mail, certified or registered mail, return receipt requested, and postage paid at 4954 E Interstate 20 Service Rd S, Willow Park, TX 76087.

D. 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 said CITY by United States mail, certified or registered mail, return receipt requested, and postage paid at 516 Ranch House, Willow Park, Texas 76087.

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.

X. MUTUAL HOLD HARMLESS

A. TO THE EXTENT ALLOWED BY LAW, TCA DOES HEREBY AGREE TO WAIVE ALL CLAIMS AGAINST, RELEASE, AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, AND 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.

B. TO THE EXTENT ALLOWED BY LAW, CITY DOES HEREBY AGREE TO WAIVE ALL CLAIMS AGAINST, RELEASE, AND HOLD HARMLESS TCA AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, AND 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. THE PARTIES HEREBY AGREE THAT THEY HAVE NOT WAIVED THEIR SOVEREIGN IMMUNITY BY ENTERING INTO AND PERFORMING THEIR OBLIGATIONS UNDER THIS AGREEMENT.

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 short 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 TCA 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 as governmental entities, nor a waiver of any termination provisions, expiration dates, or deadlines set forth in this Agreement.

THE CITY OF Willow Park, CITY

Bryan Grimes, City Manager

ATTEST:

Crystal Dozier, City Secretary of Willow Park

**T.B.C.A., Inc. dba TRINITY CHRISTIAN ACADEMY,
A Texas non-profit corporation**

Steve Newby, Head of School

“Attachment A”

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

Annual Fringe Benefits:

<i>Health Insurance</i>	<i>\$8403.00</i>
<i>Dental</i>	<i>\$513.00</i>
<i>Life</i>	<i>\$173.00</i>
<i>TMRS</i>	<i>\$4555.00</i>
<i>Worker's Comp</i>	<i>\$1036.00</i>
<i>Un-Emp Insurance</i>	<i>\$1080.00</i>
<i>Overtime</i>	<i>\$3,300.00</i>

Base Salary: *\$64,155.00*

Total Salary ***\$80,215.00***

Contributions From Both Parties

Trinity Christian Academy: ***\$56,150.50***

WPPD: ***\$24,064.50***