

STATE OF TEXAS

**§ Interlocal Agreement by and between
§ The Town of Trophy Club, Texas and
§ Northwest Independent School District
§ for School Resource Officer Services**

This Agreement is entered into upon the date of the last party's signature to this Agreement and is between the Town of Trophy Club, Texas, a home rule municipal corporation located in Denton and Tarrant Counties (hereinafter referred to as the "Town"), and Northwest Independent School District, A Texas District located in Denton, Tarrant and Wise Counties, Texas (hereinafter referred to as the "District"). The Town and District made the following findings in entering into this Agreement:

WHEREAS, this Agreement for School Resource Officer (SRO) Services is made pursuant to the authority granted to the parties pursuant to Texas Government Code 791.001 - 791.0029, known as the Interlocal Cooperation Act; and

WHEREAS, the expense of any payments of performance required by this Agreement shall come from current revenues legally available to the parties; and

WHEREAS, the subject of this Agreement is necessary for the benefit of the public and the students and each party, and that the performance and payment fairly compensates both parties;

WHEREAS, the goals of the SRO Program are as follows:

1. Provision of security and protection of District's students, staff, and property.
2. Reduction of criminal offenses committed by juveniles and young adults.
3. Establish rapport with the students.
4. Establish rapport with the parents, faculty, staff, administrators and other adults.
5. Create and expand programs with vision and creativity to increase student participation, which will benefit the students, the District, the Police Department, and the community.
6. Present positive role models for students.

NOW, THEREFORE, for and in consideration of the mutual undertakings hereinafter set forth and for adequate consideration given, the parties agree to cooperate in securing the placement of two(2) School Resource Officers for the District as follows:

**I.
Town Obligations**

The Town agrees to provide two (2) fully-qualified, licensed peace officers who will be assigned by the Town to serve as a School Resource Officer assigned to the District. The Town agrees to supply any and all necessary equipment, including by not limited to uniforms, radio, computer and any other personal defense equipment for the School Resource Officer. The Town agrees to provide all of the above to the District, for the consideration provided in section V below.

If the SRO cannot report for duty and will be absent for a day or partial day the Town shall notify the District liaison, via email, notifying what SRO is not going to be reporting for duty and the name of the substitute Officer.

II.

Duties of School Resource Officer

2.01 Duties. While on duty for the District, the School Resource Officer shall perform and otherwise fulfill the following duties and obligations including, but not limited to the following:

- Works closely with campus and District staff to provide a safe and secure learning environment.
- Act as a resource person in the area of law enforcement education.
- Cooperate and assist, in any manner assigned in compliance with the law by the District, in any District efforts, programs, or classes to educate students on law enforcement and criminal justice issues.
- Make arrests and referrals of criminal law violators within the discretion of the School Resource Officer. Although the SRO has been placed in a formal education environment, they are not relieved of their official duties as enforcement officers. Decisions to intervene normally will be made when it is necessary to prevent violence, a breach of the peace, personal injury or loss of property. Citations should be issued and arrests made when appropriate and in accordance with Town Police Department policies and procedures.
- Conduct or assist in criminal investigations of violations of law on District property.
- Provide a law enforcement resource when necessary to maintain the peace on the District's property and campuses.
- Take enforcement action on criminal offenses when appropriate and in accordance with Town Police Department policies and procedures.
- Wear an approved police uniform while on duty, or other apparel as approved by the Chief of Police.
- Perform other duties requested by the District so long as the performance of such duties is legitimately and reasonably related to the purposes of this Agreement and so long as such duties are consistent with state and federal law and the policies and procedures of the District and the Town.
- Follow and conform to all policies and procedures of the District that do not conflict with the policies and procedures of the Town. The parties to this Agreement shall abide by all rules, regulations and procedures as outlined in the Civil Rights Act.
- Assist and evaluate with the implementation of security programs at the request of the District.
- Coordinate with school administrators, staff, other law enforcement agencies and courts to promote order and security on District campuses and property.

- Accompany and provide a secure environment for students and District personnel on curricular and extracurricular trips inside and outside of the District.
- Attend and provide a secure environment at any school-related events and functions including but not limited to, sporting events, class dances and socials, and other social or educational gatherings within District campuses and property.
- Counsel with parents and staff as necessary.
- Coordinate directly with campus principals regarding the individual needs of their campus or the District.
- Use a common sense approach to enforcement and conduct self in a professional manner.
- Report all situations involving violence or other dangerous situations to the District Superintendent or designee as soon as possible.
- Advise students on responsibilities and procedures concerning criminal matters.
- Help resolve issues between students that involve matters that may result in criminal violations, disturbances or disruptions.
- Maintain confidentiality of student information in compliance with the Family Education Rights and Privacy Act ("FERPA").

If at some point, the work schedule of the School Resource Officer does not fulfill the full-time requirements of a Town employee, the Town retains the right to direct the activities of the School Resource Officer in order to comply with the full-time requirements.

2.02. Property Damage. To the extent provided by law, the Town or its Police Department will not under any circumstances be responsible for any property belonging to the District, it's officers, members, agents, employees, subcontractors, program participants, licensees or invitees, which may be lost, stolen, destroyed or in any way damaged as a result of the action or inaction of the School Resource Officer.

III. Assignments

A School Resource Officer is an employee of the Town. This Agreement includes two (2) School Resource Officers. The function of a School Resource Officer is to act as an educator, counselor, and law enforcement official on the campuses and property of the District. The School Resource Officer will be a licensed peace officer under the laws of the State of Texas. The Town will select the officer from the eligible applicants for employment. The District will provide input to the Town regarding the selection, with the final decision regarding employment being the Town's decision. Town affirms it has complied or will comply, prior to the performance of any work for District, with the requirements regarding criminal background checks as provided under Texas Education Code, Chapter 22. This law requires the independent contractor to obtain all criminal history record information on all persons to whom the law

applies through the Texas Department of Public Safety (DPS) clearinghouse. This process includes fingerprinting in order to submit the individuals to a national check. Town must certify to District that the Town has received all criminal history record information on all SROs, and that there were no positive hits. The cost of this requirement is to be paid by the Town.

The District will have the authority to create and modify work schedules and make job assignments while the officer is on-duty at a District campus or property. For **school year 2016-2017**, the School Resource Officers are expected to be at his or her **campus assignment each day school is in session, starting at an early enough time to monitor and assist student arrival to secondary campuses. Officers are expected to remain on campus throughout the day and remain through the dismissal process**, unless the hours are adjusted to accommodate other District assignments. The District will work with the SRO to manage their time, as to not accrue District-initiated overtime for specific District requests. Any conflict of such schedules or assignments will be referred to the Town and District Liaisons for resolution.

While the SRO is a police officer who reports to the Chief of Police or his designee, it is also expected that the SRO will serve as contracted services to the District and is, therefore, subject to campus assignment or temporary reassignment by the District Superintendent or his designee based on the needs of the District.

IV.

District Obligations

The District shall provide the following:

- Office space at Medlin Middle School and Byron Nelson High School;
- Computer, telephone, and other office equipment as needed by the School Resource Officers for the performance of their duties hereunder;
- Provide access and encourage classroom participation by the SRO;
- Provide the SRO with information and training on school procedures and policies;
- Provide the opportunity for the SROs to address teachers and administrators about the SRO Program, goals and objectives;
- Seek input from the SROs regarding criminal justice problems relating to students;
- Notify the Chief of Police immediately if a conflict arises between the SRO and a District representative;
- Allow campus principals to coordinate directly with the SRO regarding the individual needs of their campus.
- Provide SRO with access, including computer access, to student records pursuant to the Family Education Rights and Privacy Act (34 CFR § 99.31) for the purpose of criminal investigation of criminal acts committed by students, if and only if, investigating on behalf of the District and in furtherance of the duties as an SRO, not as an employee of the Trophy Club Police Department.

V.

Funding/Consideration

Funding for the School Resource Officer shall be provided as follows:

In consideration of the services provided and cross promises hereunder, for the school year 2016-2017, the District shall pay the Town an amount not to exceed **\$112,990** for the maintenance of the (2) two School Resource Officers. Notwithstanding the contribution of funds from the District, the Town shall

remain responsible for the balance of the funding required to maintain the officer's salary and standard Town employee benefits package. At all times under this Agreement, and notwithstanding any contribution of funds by the District, the Town shall remain responsible for the withholding of income taxes and Social Security, and for workers compensation, disability benefits, and insurance requirements for the School Resource Officer in accordance with the Town's standard employee benefits package then in existence. The Town will also ensure that the District remains listed as an additional insured on any policy covering the officer's activities and duties.

If the SRO cannot report to an NISD campus for duty, the Town shall provide another officer to fill in to perform the duties of the SRO in their absence. If an officer cannot be provided the daily rate (contracted amount above divided by 177 school days) will be deducted from the contracted amount for each day service is not provided by the Town.

Funding for renewal years, if applicable, shall be negotiated by the parties and documented in a written modification to this Agreement approved by the respective governing body for each party hereto in accordance with the terms of this Agreement.

VI.

Term

The term of this Agreement shall be in effect for the 2016-2017 school year with an initial term of one (1) year commencing on or about August 1, 2016 and ending on or about July 31, 2017 (hereinafter "Initial Term"). After the Initial term, this Agreement may be renewed annually for five (5) additional terms of one (1) year each by written agreement of the parties approved by the respective governing bodies unless otherwise terminated as provided herein. This Agreement may be terminated by either party upon thirty (30) days written notice prior the end of the Initial term or any renewal term.

VII.

Replacement

The District may, for cause, request a replacement of the School Resource Officer. Such a request shall be made through the Town's Chief of Police, shall be in writing and shall set forth the basis for the request. A replacement School Resource Officer shall be provided as soon as possible giving due consideration for the Town's staffing level and time required to complete the outside hiring process as necessary. The Town shall have the authority to change personnel serving as the School Resource Officer at any time, and in accordance with Section III, Assignments of this Agreement. In the event that the Town changes such personnel for any reason other than termination of the individual serving as School Resource Officer, Town shall provide written notice to District of such personnel change.

VIII.

Notices

Notice to the Town shall be accomplished by registered or certified United States Mail, postage prepaid, return receipt requested and addressed as follows:

Town Manager
Town of Trophy Club
Trophy Club, Texas 76262

Notice to the District shall be accomplished by registered or certified United States Mail, postage prepaid, return receipt requested and addressed as follows:

Superintendent of Schools
Northwest Independent School District
P.O. Box 77070
Fort Worth, Texas 76117

**IX.
Town Employee**

The School Resource Officers shall at all times remain an employee of the Town subject to the personnel policies of the Town and General Manual of the Trophy Club Police Department. Subject to Section III of this Agreement, the District shall have the authority to make decisions regarding the officer's assignment and schedule while on-duty at a District campus or property. Town is and at all times shall be deemed to be an independent contractor. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between District and Town or any of Town's agents or employees. Town assumes responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. Town, its agents and employees, shall not be entitled to any rights or privileges of District employees and shall not be considered in any manner to be District employees.

**X.
Governmental Immunity**

Neither the Town nor the District waives or relinquishes any governmental immunities or defenses on behalf of themselves, their trustees, officers, employees and agents as a result of the execution of this Agreement and the performance of the functions or obligations hereunder. Both parties agree that the services provided hereunder are exclusively governmental functions.

**XI.
Workers Compensation**

The Town shall provide, during the term of this Agreement, worker's compensation insurance in the amounts as required by Texas state law, for all Town employees engaged in work under this Agreement. As to all other insurance provided by Town, it shall provide the District with documentation indicating such coverage prior to the beginning of any activities under this Agreement.

**XII.
Termination**

This agreement may be terminated by either party at its sole option and without prejudice by giving sixty (60) days written notice of termination to the other party. Upon termination of this Agreement, the Town will assume any and all fiscal responsibilities from and after the effective date of termination.

XIII.
Miscellaneous

13.01. Venue. This Agreement is made in Texas and shall be construed, interpreted and governed by Texas laws, and venue for any disputes or actions arising hereunder shall be exclusive in Denton County, Texas.

13.02. No Third Party Beneficiaries. By entering into this Agreement, the parties do not intend to create any rights or obligations other than those specifically set forth herein and this Agreement shall not create any rights in persons not a party to this Agreement, including without limitation, any individual serving hereunder as the School Resource Officer.

13.03. Authority to Bind. The undersigned officer and or agents of the parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

13.04. Modifications. All modifications to this Agreement shall be in writing and approved by the respective governing body for each party.

13.05 Entire Agreement. This Agreement embodies the complete agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties as provided herein.

13.06. 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 provisions of this Agreement shall not be construed as a waiver thereof.

13.07. Severability. If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

13.08. Independent Contractor. Each party covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of the other party; that subject to the terms of this Agreement, Town shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants. Nothing herein shall be construed as creating a partnership or joint enterprise between Town and District.

13.09. Contract Performance Reviews. Each party agrees to meet periodically in order to review contract performance of sections I, II, III, IV and V. The purpose of the meeting is to ensure that each party's provided services and job performance are meeting expectations of the other party. The meeting will include the District Liaison and the School Resource Officer's immediate supervisor within the police department. At a minimum, the District Liaison and the School Resource Officer's immediate supervisor will meet once in October and once in February of each academic school year.

13.10 **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 the Agreement.

13.11 **Resources.** All District funded and provided resources will be returned at the end of each school year for safe keeping, inventory, maintenance and service.

**XIV.
Liability**

Any claims by third parties arising as a result of the enforcement of Local, State, or Federal law, including employment claims, shall be handled by, and be the responsibility of, the Town. Any claims by third parties arising as a result of the enforcement of District policy or procedure shall be handled by, and be the responsibility of the District.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Dates shown below their respective signatures.

NORTHWEST INDEPENDENT SCHOOL DISTRICT

Mark C. Schulte
Title: Board President

08-08-2016
Date:

ATTEST: *Judy Copp*

APPROVED AS TO FORM:

TOWN OF TROPHY CLUB, TEXAS

By: *[Signature]*
Mayor:

8/23/16
Date:

ATTEST:
Nelly Jimenez
TOWN SECRETARY



APPROVED AS TO FORM:
[Signature]
TOWN ATTORNEY