

CITY MANAGER/DEPUTY CITY MANAGER SIGNATURE

NOTE: ONE ORIGINAL WILL BE RETAINED BY THE CITY SECRETARY AS REQUIRED BY CITY CHARTER.

DEPARTMENT: City Manager's Office

CONTRACTOR/ARCHITECT/CONSULTANT/DEVELOPER: Grand Prairie ISD

PROJECT NAME: SRO Agreement

WORK ORDER NUMBER(S) (if applicable):

ACCOUNT NUMBER(S):

IMPLEMENTATION DATE: July, 2009

CONTRACT AMOUNT:

TERMINATION DATE: N/A

DATE APPROVED BY CITY COUNCIL (if approved by Council): July 7, 2009

CERTIFICATE OF INSURANCE ATTACHED?

Carrier Name: Exp Date:

OTHER COMMENTS:

Please have the attached contracts/deeds/developer agreements, etc. signed, executed and returned to the Pat Marcum, City Manager's Office.

Department Manager

Date

Finance Department

Date

City Attorney

7-22-09
Date

City Manager/Deputy City Manager

7/27/09
Date

City Secretary

7/28/09
Date

M:\city secretary\contract signing-cover sheet

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DALLAS §

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement ("Agreement") is made by and between the City of Grand Prairie, Texas ("City") and the Grand Prairie Independent School District ("GPISD") acting by and through their authorized officers.

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code, as amended, provides authorization for units of local government to enter into Interlocal Cooperation Agreements to perform governmental functions and services; and

WHEREAS, City provides police to GPISD; and

WHEREAS, GPISD desires to use the City's peace officers at Grand Prairie Independent School District facilities; and

WHEREAS, the parties desire to enter into Interlocal Cooperation Agreement for the provision of school resource officers at Grand Prairie Independent School District facilities.

NOW THEREFORE, in consideration of the mutual promises and benefits contained herein and for other valuable consideration, the receipt and sufficiency of where are hereby acknowledged, the parties agree as follows:

ARTICLE I PURPOSE

- 1.1 The purpose of this Agreement is for the City and GPISD to jointly fund a School Resource Office Program ("SROP").

ARTICLE II TERM

- 2.1 The initial term of this Agreement is for one (1) year, commencing on the last date of execution by all parties ("Effective Date") and shall automatically renew for successive one (1) year terms on the anniversary date of the expiration of the initial term unless either party provides to the other party written notice to terminate ninety (90) days prior to the expiration of then current term.

- 2.2 Either party may terminate this Agreement by giving the other party ninety (90) day prior written notice thereof. Any fee due and owed by GPISD under this Agreement as of the date of termination shall be paid by GPISD to City within thirty (30) calendar days after receipt of a final invoice from the City.

ARTICLE III FINANCIAL OBLIGATIONS

- 3.1 Each party represents and covenants that their respective financial obligations and liability hereunder shall constitute operating expenses of such party payable from funds annually budgeted and appropriated therefore.

ARTICLE IV SCHOOL RESOURCE OFFICER PROGRAM

- 4.1 The City and GPISD agree to jointly fund a School Resource Officer Program (SROP) in accordance with the terms set forth herein.
- 4.2 Potential SRO's shall be screened by the Police Department. Approved candidates shall be forwarded to the Superintendent of the GPISD, who in consultation with the campus principal and an interview team selected by the Superintendent shall select the SRO from the pool of approved candidates. The interview team will include the Police Sergeant assigned to supervise the SROP, the Principal and any other personnel assigned by the superintendent. The interview team will forward their recommendation to the Chief of Police who will review the recommendation submitted by the interview team. The Chief of Police will have final decision making authority on the assignment of the SRO.
- 4.3 If the Superintendent or a Principal is not satisfied with the performance of the SRO assigned to a school, then he/she will make a written report detailing the performance issues of that SRO and may request that the SRO be removed from the SROP. The Chief of Police will review the written report and should the Chief of Police concur with the issues cited in the report the Chief of Police will without unnecessary delay remove the officer in question from the SROP and assign another officer to fill that position. If the Chief of Police disagrees with the issues cited in the report, he will request a personal meeting with the Superintendent and Principal to attempt to resolve the issues cited in the report. In the event the issue can not be resolved, the SRO will be removed from the SROP and a replacement will be selected through the process described in 4.2 of this agreement. The GPISD will continue to pay the salary, benefits, etc. defined in this agreement during the interim while the new SRO is being selected even though the position is vacant.

- 4.4 City agrees to assign 15 TCLEOSE certified police officers to serve as School Resource Officers, and 1 Police Sergeant as the School Resource Officer Supervisor to the SROP who shall be at all times under the control and supervision of the City, but will work directly and in cooperation with the campus Principal for the school to which they are assigned. The City reserves the right to reduce the number of assigned SRO's as part of a general reduction in force for budgetary reasons. The City will be the authority on all City and Law Enforcement issues, the campus Principal will be the authority on all campus school issues and the Superintendent will be the authority on all District issues. The City shall provide each School Resource Officer with a motor vehicle and with other material and equipment normally furnished to City Police Officers. City personnel who are assigned to perform School Resource Officer duties pursuant to this Agreement shall receive the same wage, salary, pension and other compensation for the performance of such duties, including injury or death benefits, workers compensation benefits, as though the service had been rendered for the City. All medical expenses, wages and disability payments, pension payments, damage to equipment and clothing will be paid by the City. Expenses of travel, food, lodging , and training will be paid by the City when the travel or training is required by the City. When such travel/training is required by the GPISD, the District will pay for that travel/training and related food and lodging expense. Any property or equipment furnished by the City for use by a School Resource Officer in carrying out the duties under this Agreement shall during the time services are being performed, be owned and maintained by the City.
- 4.5 GPISD agrees to provide each School Resource Officer with an adequate office, a personal computer and computer support, supplies and other equipment as needed. The SRO and the City shall not have routine access to student record information, which is confidential under federal law. To the extent that a GPISD administrator determines that there is a proper educational purpose for doing so, certain student records may be revealed to an SRO pursuant to GPISD Board Policy FL (Local). The City and the SRO, to the extent they receive access to student record information, hereby agree to keep all such information confidential pursuant to the Federal Family Educational Rights & Privacy Act 20 U.S.C.S 1232g.
- 4.6 City and GPISD shall equally bear the cost of funding the salary, overtime compensation and other benefits for each City Police Officer and Police Sergeant who are assigned duties as a School Resource Officer or SROP supervisor pursuant to this Agreement. Based on the City's fiscal year commencing October 1, 2008, The City shall provide GPISD with a detailed itemized invoice for its respective share of the cost of the salary, fringe benefits and vehicle maintenance for each City Police Officer and Police Sergeant assigned duties in the School Resource Officer Program for the previous calendar quarter. GPISD shall pay the City the quarterly invoice in full within thirty (30) calendar days after receipt of such invoice.

- a. For the purposes of overtime compensation, the City and GPISD agree to equally fund the overtime for SRO's providing security at events where the Superintendent or designee determine that security personnel are needed. Currently, the designee who is authorized to decide when SRO security services are necessary is the Assistant Superintendent of Student Affairs.
- 4.7 City police officers assigned duties as School Resource Officers shall:
- a. Develop contacts with all principals on their assigned GPISD campus and assist in providing proactive responses to any school crime problem;
 - b. Assist GPISD with its drug prevention program and a comprehensive safety program;
 - c. Work closely and coordinate with the GPISD truancy investigator;
 - d. Provide law enforcement services to include but not limited to the investigation, detection and enforcement of State and local criminal laws at GPISD facilities;
 - e. SRO's will not enforce GPISD regulations, rules, policies or procedures;
 - f. Communicate with campus principals regarding law enforcement incidents on campus or at school activities, excepting incidents that may compromise an ongoing investigation or where disclosure may be a violation of the law;
 - g. Perform such other law enforcement duties as may be requested by the Superintendent or campus principal, and assigned by the Chief of Police or his designee for the City.
 - h. Complete and submit daily and monthly activity reports to the SROP supervisor and the Superintendent or designee. The SROP supervisor will maintain the monthly activity reports for two years.
- 4.8 SRO's shall have the campus to which they are assigned as their primary duty. However the City reserves the right to temporarily reassign the SRO for training or during emergencies at the discretion of the Chief of Police.
- 4.9 SRO's may work on campus during District professional development days with prior approval of the Principal. SRO's may not work on campus during student holidays, staff holidays or during summer recess unless expressly assigned to SRO duties at summer school. SRO's will complete TCLEOSE mandated training, if possible, during summer recess.
- 4.10 Each campus principal will work with the Chief of Police or his designee to assign SRO's to a consistent eight-hour schedule. The SROs may work overtime at the request of GPISD and upon approval of the Chief of Police or his designee. SRO's assigned to duties as Special Alcohol/Drug Enforcement and Education Officers shall have flexible hours assigned by the Chief of Police or his designee.

**ARTICLE V
MISCELLANEOUS**

- 5.1 **Notice.** Any notice, demand or request required or permitted to be delivered hereunder shall be deemed received when delivered in person or sent by United States mail, postage prepaid, certified mail, addressed to the party at the address set forth below:

To: GPISD: Superintendent of Schools
 Grand Prairie Independent School District
 2602 Beltline Road Grand Prairie, TX 75052

To: City: City Manager City of Grand Prairie
 P. O. Box 534045
 Grand Prairie, Texas 75053-4045

Any party may, at any time, by written notice to the other party, designate different or additional persons or different addresses for the getting of notices hereunder.

- 5.2 **Legal Construction.** No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date of this Agreement and duly executed by both parties.
- 5.3 **Governing Law.** The obligations and undertakings of each of the parties to this Agreement are and shall be performed in Dallas County Texas. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and any venue for any action concerning this Agreement shall be in Dallas County, Texas.
- 5.4 **Entire Agreement.** This agreement embodies the complete understanding of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties and relating to the matters in this Agreement.
- 5.5 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- 5.6 **Execution.** This agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

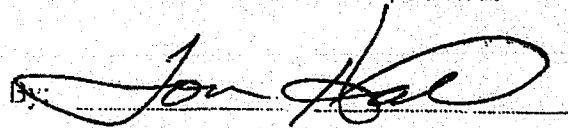
5.7 **Immunity.** Nothing in this Agreement, or any other attachment, shall be construed to affect, alter, or modify the immunity of either party under Texas Civil Practice and Remedies Code.

5.8 **Third Parties.** This Agreement does not create any third-party beneficiaries. Nothing in this Agreement, or in the Administrative Regulations, or any other attachment shall be construed to create, expand or form a basis for liability to any third party under any theory of law against either the City or GPISD unless such a basis exists independent of this Agreement under State and Federal law.

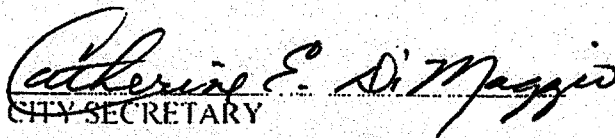
EXECUTED this 27th day of July, 2009.

CITY OF GRAND PRAIRIE, TEXAS

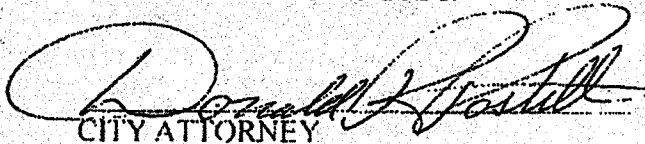
CITY MANAGER

By: 

ATTEST:

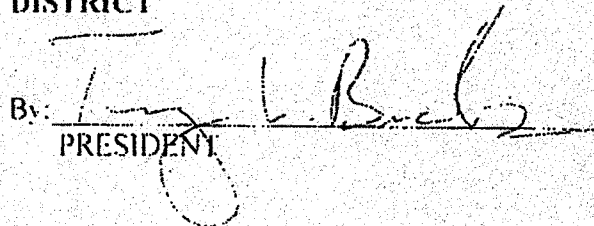

CITY SECRETARY

APPROVED AS TO FORM:


CITY ATTORNEY

EXECUTED this 14th day of May, 2009.

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

By: 
PRESIDENT

ATTEST:

By: 
SECRETARY, BOARD OF TRUSTEES