

**INTERLOCAL AGREEMENT BY AND BETWEEN
CITY OF PLANO, TEXAS AND TARLETON STATE UNIVERSITY**

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, hereinafter referred to as "City", and **TARLETON STATE UNIVERSITY**, hereinafter referred to as "University", collectively the "Parties", as follows:

WITNESSETH:

WHEREAS, City is a political subdivision and University an institution of higher education within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

WHEREAS, the Act provides authority for entities such as City and University to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, University is an institution of higher education that provides academic courses in Social Work and desires to provide its students with practical experience through an internship program ("Program"); and

WHEREAS, the Program is beneficial to both parties as students enrolled in the University's Social Work Program will be able to secure practical and clinical experience, and with the additional assistance, the City's Police Department Victim Services Unit and Community Outreach Team will be able to process more cases.

NOW, THEREFORE, City and University, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

**I.
TERM**

The initial term of this Agreement shall be a period of one (1) year commencing upon the effective date hereof, unless sooner terminated as provided in **Section VI. TERMINATION** herein. This Agreement shall automatically renew each year on the Effective Date (each a "Renewal Term") for up to four additional one (1) year periods, unless sooner terminated as provided in **Section VI. TERMINATION** herein.

**II.
THE PROGRAM**

City Liaison and University Representative will design an educational experience in Social Work ("Program") for University students utilizing the personnel, equipment, and facilities of City.

- a. The duration of the Program and the educational experience provided will be consistent with the curriculum requirements of University and with the standards of the accrediting entity for the school or division of University in which the students are enrolled.
- b. The Program will be reviewed periodically by City Liaison and University Representative and, when appropriate, will be revised to meet the University curriculum requirements and the standards of the accrediting entity.

- c. The educational experience for students in the Program will be an integral part of the services provided by City and students will be under the direct supervision of University personnel or City personnel who are licensed or otherwise qualified to perform such services.

**III.
CITY ROLES AND RESPONSIBILITIES**

- a. Permit students attending University, to the extent approved by the Police Chief of City, to observe and participate in City's Police Department Victim Services Unit's and Community Outreach Team's routine operations under direct supervision of City personnel.
- b. Provide the equipment, supplies, qualified personnel, and supervised access to clients required for the experience related activities of the Program.
- c. Obtain and maintain all licenses required for City and assure that all City personnel are appropriately licensed.
- d. Assume sole responsibility for the quality of client care.
- e. Provide orientation sessions to inform University students and personnel concerning the rules and regulations of City.
- f. Permit representatives of the accrediting entity for the school or division of University in which students participating in the Program are enrolled to have reasonable access to premises of City for purposes related to the accreditation process.

**IV.
UNIVERSITY ROLES AND RESPONSIBILITIES**

- a. Assure that all students selected for participation in Program have satisfactorily completed all portions of the University curriculum that are a prerequisite for participation in the Program.
- b. Develop criteria for the evaluation of the performance of University students participating in the Program and provide those criteria, with appropriate reporting forms, to City personnel and University personnel who are responsible for supervising those students.
- c. Assign grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms.
- d. Inform all University students and personnel participating in the Program that they are required to comply with the rules and regulations of City while on premises of City and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by City.
- e. Provide information requested by City reasonably related to students participating in the Program unless prohibited by federal or state law.

- f. Remove a student from the Program when City determines that the student has violated the rules and regulations of City; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by City or threatens the safety of City personnel or clients.

**V.
GENERAL PROVISIONS**

- a. It is understood between the Parties that under no circumstances is any student of University considered to be an agent or employee of City.
- b. It is understood between the Parties that because students of University are not agents or employees of City they are not eligible for Workers Compensation benefits through City. Payment for any medical treatment of all student injuries and for any necessary inoculations is the responsibility of the student or University. It is also understood between the Parties that the students are not employees or agents of the University.
- c. Nothing in this Agreement creates a property interest in University's students participating in practical and clinical experience and training with City.
- d. University students and personnel will be responsible for their own transportation, meals, and health care while participating in the Program.
- e. Each student of University participating in the Program shall be required to execute the City's Waiver of Liability, Release, Indemnification, and Hold Harmless Agreement prior to being permitted to ride in transportation provided by City.
- f. During the period of this Agreement, including any extensions thereof, the students of University participating in the Program will assist with administrative functions; thereby, allowing the City to provide more comprehensive services to victims and residents.
- g. This Agreement constitutes the entire agreement between the Parties and may only be modified in writing if executed by both Parties.
- h. University and City will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Program Agreement.

**VI.
TERMINATION**

Notwithstanding any language herein, City may, with or without cause and at the discretion of the Police Chief, immediately terminate this Agreement by providing written notice thereof.

**VII.
RELEASE AND HOLD HARMLESS**

City shall not be liable on account of injury, sickness, disease, exposure to disease, or death of any student of University under the terms of this Agreement.

University, to the extent authorized by the constitution and laws of the State of Texas, agrees to be responsible for its own acts of negligence and City, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and

expenses to person or persons and property that may arise out of or be occasioned by this Agreement for any of its activities or from any act or omission of any employee or invitee of University or City.

In the event of joint and concurrent negligence, University and City agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the Parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the Parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

**VIII.
NOTICE**

Any notice provided under this Agreement shall be delivered by mail or personal service to the Parties named below:

City of Plano, Texas:

City of Plano, Texas
Police Department
Attn: Kristy Hoffpauir, MEd, LPC-S
P.O. Box 860358
Plano, TX 75086-0358

Tarleton State University:

Tarleton State University
Contract Administration
T Box-0600
Stephenville, TX 76402
contracts@tarleton.edu

**IX.
AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION**

The undersigned officer and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto. City has executed this Agreement pursuant to duly authorized action of the Plano City Council. University has executed this Agreement pursuant to the authority granted by its governing body. Each of the Parties shall provide written documentation evidencing the grant of approval by its respective governing body.

**X.
SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice.

**XI.
VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. Per Texas Education Code section 85.18, exclusive venue for claims against Tarleton must be in Erath County.

**XII.
INTERPRETATION OF AGREEMENT**

Although this Agreement is drafted by City, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for either party.

**XIII.
REMEDIES**

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

**XIV.
SUCCESSORS AND ASSIGNS**

The Parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of both Parties.

**XV.
EFFECTIVE DATE**

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

IN WITNESS WHEREOF, the Parties have executed this Agreement by signing below.

TARLETON STATE UNIVERSITY

Date: 6/8/2021

DocuSigned by:
Dr. Sally Lewis
By: 38430794418A4E5...
Dr. Sally Lewis
Dean, College of Health Sciences and
Human Services

CITY OF PLANO, TEXAS

Date: _____

By: _____
Mark D. Israelson
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

PLANO POLICE DEPARTMENT'S VICTIM SERVICES UNIT AND COMMUNITY OUTREACH TEAM

909 14th St., Plano, TX 75074

**THE STATE OF TEXAS
AND COUNTY OF COLLIN**

**ADULT WAIVER OF LIABILITY,
RELEASE, INDEMNIFICATION,
HOLD HARMLESS AGREEMENT**

I, _____, the undersigned, a private person, for and in sole consideration of the privilege of riding as a guest and voluntary observer in transportation provided by the City of Plano, Texas, and participating in the _____ Program during the period from _____ to _____, and recognizing that routine police/Victim Services Unit/Community Outreach Team activity involves certain inherent dangers and risks to persons and property, do hereby agree to assume the risks and dangers attendant to such activity, including but not limited to, property damage and/or personal injury to me as a result of motor vehicle accidents or motor vehicle collisions on either public streets or private property; property damage and/or personal injury to me as result of altercations, assaults, or any other acts associated with police/Victim Services Unit/Community Outreach Team situations; property damage and/or personal injury to me resulting from the acts of third parties, whether caused by errors, omissions, or negligent acts of third parties or myself; property damage, and/or personal injury to me resulting from my own activities, errors, omissions, or negligent acts; property damage and/or personal injury to others resulting from my own activities, errors, omissions or negligent acts.

I do hereby waive all claims, release, indemnify, defend, and hold harmless the City of Plano and all of its departments, officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, expenses of litigation or causes of action which may arise by reason of injury to persons or loss of, damage or loss of use by any property occasioned by error, omission, or negligent act of myself or any other persons, with regard to this agreement, and I will, at my own cost and expense, defend and protect the City of Plano against any and all such claims and demands.

I do hereby further agree to indemnify, defend, and hold harmless the City of Plano and all of its departments, officials, officers, agents, employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expense of litigation, including but not limited to, court costs and attorney fees for death, injury to, or debt of any person or for loss, damage to, or loss of use of any property arising out of or in connection with this agreement. Such indemnity shall apply whether the claims, losses, damages, causes of action, suits, or liability arise in the whole or in part from the negligence of the City of Plano, its departments, officers, officials, agents or employees. It is the express intention of the parties hereto, both myself and the City of Plano, that the indemnity provided for in this paragraph is indemnity by the undersigned to indemnify and protect the City of Plano from the consequences of the City of Plano's own negligence, whether that negligence is the sole or concurring cause of injury, death, or damage.

It is further agreed that the execution of this Waiver of Liability, Release, Indemnification, and Hold Harmless Agreement will not constitute a waiver by the City of Plano of the defense of governmental immunity, where applicable, or any other defense recognized by the courts of the State of Texas.

I, the undersigned, have read this Waiver of Liability, Release, Indemnification, and Hold Harmless Agreement and understand its terms. I execute it voluntarily and with full knowledge of its significance.

SIGNED this _____ day of _____, 20_____.

RIDER/OBSERVER:

Signature

Printed Name / Date of Birth

WITNESS:

Signature

Address

The above-named individual, by his/her signature above, requests the permission and authorization to ride as a guest observer with Plano Police Department for the purpose of _____. He/she has read the Plano Police Department's ride-along observer rules of conduct and agrees to abide by the same.

PPD Victim Services Unit/Community Outreach Team/Recipient

Forward signed original to Administration Division