

## **POLICE/SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT**

This Agreement is entered into this 1st day of October 2021 between the City of Plano, a home-rule municipal corporation, Collin County, Texas (hereinafter called "CITY") and the Frisco Independent School District of the City of Frisco, an independent school district of Collin County, Texas (hereinafter called "FISD").

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code ("Act"), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act; and

**WHEREAS**, FISD and the CITY have the authority to enter into this Agreement under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

**WHEREAS**, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignments, responsibilities and obligations of the School Resource Officers, the CITY and FISD.

**WHEREFORE**, 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**

CITY shall provide one (1) employee who is a certified police officer for the School Resource Officer Program in the 2021-2022 fiscal year, to be assigned to duties described in the 2021-2022 Memorandum of Understanding, Administrative Guidelines hereto as Attachment "1" and incorporated herein for all purposes and Memorandum of Understanding, Operational Guidelines, attached hereto as Attachment "2" and incorporated herein for all purposes. As well as the Memorandum of Understanding regarding Multidisciplinary Threat Assessment Team, attached hereto as Attachment "3".

### **II.**

#### **TERM OF THE AGREEMENT**

The term of this Agreement shall be for a period of one year beginning the 1st day of October 2021 and ending the 30th day of September 2022.

Subject to Section VI availability of funds, and Section VII., Termination, this Agreement will automatically renew on October 1<sup>st</sup> of each year, for subsequent twelve (12) month periods. Renewals of this Agreement shall be at the then current actual costs for officers.

### **III.**

#### **PAYMENT FOR SERVICES**

FISD shall pay CITY the sum of \$6,204.00 per month for twelve (12) months for services rendered. Payment for service shall be made no later than the 15th day of each month following the month in which service is rendered. This payment is for 50% of one (1) certified police officer provided by the CITY.

FISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event a resource officer is absent due to sick leave, training, subpoena or court appearance, compensation time, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave.

In the event CITY exercises its right to reassign one or more resource officers when in the sole judgment of CITY their services are required in response to a citywide or major emergency for more than thirty (30) consecutive school days, payment for service shall be reduced on a prorated basis.

#### IV.

#### INDEPENDENT CONTRACTOR

CITY is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officers are assigned to the School Resource Officer Program 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 FISD and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. CITY, its agents and employees, shall not be entitled to any rights or privileges of FISD employees and shall not be considered in any manner to be FISD employees.

#### V.

#### INSURANCE

CITY is self-insured, and shall provide FISD documentation of its coverage, said coverage to meet the approval of FISD. CITY shall also provide, during the term of this Agreement, workers' compensation insurance, including liability coverage, in the amounts required by Texas state law, for all employees engaged in work under this Agreement. As to all insurance provided by CITY, it shall provide FISD with documentation indicating such coverage prior to the beginning of any activities under this agreement.

#### VI.

#### AVAILABILITY OF FUNDS

Funds are not presently budgeted for performance under this Agreement beyond the end of the 2021-2022 fiscal year. FISD shall have no liability for payment of any money for services performed after the end of any fiscal year unless and until such funds are budgeted and this Agreement renewed upon the terms and conditions set forth for renewal in Section II hereof. Likewise, all expenditures made by City in fulfilling its obligations hereunder shall be paid only from current revenues legally available to City.

#### VII.

#### 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.

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.

**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 provision of this Agreement shall not be construed as a waiver thereof.

X.

**PLACE OF PERFORMANCE: VENUE**

All obligations of each party to this Agreement shall be performed in Collin 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 Collin County, Texas.

XI.

**NOTICES**

Notices to FISD shall be deemed given when delivered in person to the Superintendent of Schools of FISD or on the next business day after the mailing of said notice addressed to said FISD by United States mail, certified or registered mail, return receipt requested, and postage paid at 6942 Maple Street, Frisco, Texas 75034.

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 P. O. Box 860358, Plano, Texas, 75086-0358.

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.

XII.

**SEVERABILITY PROVISIONS**

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.

**XIII.**

**MUTUAL HOLD HARMLESS**

To the extent allowed by law FISC does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, 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.

To the extent allowed by law CITY does hereby agree to waive all claims against, release, and hold harmless FISC and all of its officials, officers, agents, 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.

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.

**XIV.**

**ENTIRE AGREEMENT OF PARTIES**

This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire Agreement between the parties. No other Agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can be modified only by an Agreement in writing, signed by both parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement in the year and day first above written.

Approved as to Form:

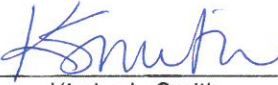
City of Plano

\_\_\_\_\_  
Paige Mims, City Attorney

By: \_\_\_\_\_  
Mark D. Israelson, City Manager

Approved as to Form:

Frisco Independent School District

By:  \_\_\_\_\_  
Kimberly Smith  
Chief Financial Officer  
Frisco Independent School District

**ACKNOWLEDGMENT**

**STATE OF TEXAS  
COUNTY OF COLLIN**

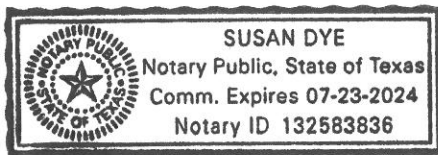
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 by **Mark D. Israelson, City Manager of the CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**ACKNOWLEDGMENT**

**STATE OF TEXAS  
COUNTY OF COLLIN**

This instrument was acknowledged before me on the 14<sup>th</sup> day of September, 2021 by **Kimberly Smith, Chief Financial Officer of the FRISCO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization.



Susan Dye  
Notary Public in and for the State of Texas