

**INTER-LOCAL AGREEMENT  
FOR POLICE SERVICES BETWEEN THE  
DEER PARK INDEPENDENT SCHOOL DISTRICT AND  
THE CITY OF DEER PARK**

**Purpose**

The purpose of this agreement is to provide professional law enforcement services by the City of Deer Park Police Department for Deer Park Independent School District campuses. The parties hereto agree that it is to their mutual benefit and the benefit of their citizenry to enter into this agreement. The health, safety, and welfare of the students and staff of Deer Park Independent School District and the citizens of the community will be benefited.

Pursuant to Texas Government Code Article 791.001, one or more public agencies may contract with one another to perform governmental services, which each itself, is by law authorized to perform.

Deer Park Independent School District (DPISD) and the City of Deer Park desire to establish an Interlocal Agreement to allow for the above-described relationship. The terms of this agreement are not intended to establish or to create any rights in any persons or entities other than the parties. The law enforcement services provided by the Deer Park Police Department (DPPD) under this agreement shall be known as the *School Resource Officer (SRO) Program*. The terms of this agreement are as follows:

**Duration**

This agreement will commence on January 1, 2024, and expire on July 31, 2024. This agreement may be extended, or canceled by either of the participating agencies by giving ninety (90) days written notice to the other participating agency.

**Personnel Provided**

DPPD will provide two (2) police officers to staff the *SRO Program* for the spring semester of the 2024 school year. Two (2) officers will be assigned full-time to *SRO* duties during the 93 days that school will be in session during the spring 2024 semester. School Resource Officers will be assigned to school campuses within the city limits of Deer Park. DPISD and DPPD will agree upon campus assignments and campus combinations before the spring 2024 semester begins.

One (1) officer will be assigned to Deer Park Elementary School and one (1) officer will be assigned to Carpenter Elementary School.

*SRO's* shall remain as employees of the City of Deer Park and the Police Department and shall be at the control and supervision of their police supervisors. Complaints or problems with *SRO's* shall be directed to the Chief of Police or his designee. In the event of unresolved disputes, the Chief of Police will have final authority.

## Compensation

DPISD will pay DPPD seventy percent (70%) of the annual salary, equipment, training, and primary benefits of the two (2) police officers for the spring 2024 semester. The City of Deer Park agrees to maintain records related to the attendance, pay, and activities of the personnel assigned to the *School Resource Officer Program*.

## Fuel and Vehicle

DPISD will compensate DPPD for police vehicles with emergency equipment used by SRO's in their daily duties. The prorated cost for a police unit with installed equipment using straight-line depreciation and recovery is \$3,353.40 annually, per vehicle. Additionally, annual preventive maintenance and fuel cost are estimated at \$8,504.34, per vehicle. Total annual vehicle cost is estimated at \$11,857.74, per vehicle, for a total of **\$23,715.48**. DPISD is responsible for seventy percent (**70%**) of the total vehicle and fuel costs.

## Miscellaneous

DPISD will compensate DPPD for two (2) laptop computers, related equipment, and software to be used by the SRO's in their daily duties. The one-time cost for two laptop computers, equipment, and software is estimated to be **\$4,350.00**. DPISD is responsible for seventy percent (**70%**) of the cost.

## Payment Schedule

Payment for the *SRO Program* shall be made to the City of Deer Park on a monthly basis and shall be due on the thirtieth (30<sup>th</sup>) day of each month, beginning February 28, 2024, and continuing through August 31, 2024. It is the intent of this agreement that monthly payments be made by the DPISD to the City of Deer Park based upon billings for actual expenses incurred. The City of Deer Park shall submit bills to the DPISD by the fifteenth (15<sup>th</sup>) of each month for actual expenses incurred in the prior month and payment will be due by the thirtieth (30<sup>th</sup>) of that month.

## Continuing Education

SRO's shall be scheduled to attend and participate in mandatory training set out by law or policy, and in reasonable training programs that directly impact their ability and skills as SRO's.

## Scheduling

The DPPD reserves the right to assign SRO's to a police function in the event of an emergency or situation that dictates a call-up of personnel.

SRO may work part-time off-duty jobs at school-approved functions. Officers shall have the right to refuse to perform any off-duty employment and shall not be requested in any manner by the City of Deer Park to perform any off-duty employment. DPISD shall offer

such employment, only as a separate and independent employer, and DPISD may offer the *SRO* the right of first refusal for such employment. DPISD shall not state or imply that such additional employment is not voluntary or that any work condition as an *SRO* is dependent upon the officer's agreement to perform any off-duty job.

The officer will be permitted a thirty (30) minute paid lunch period. Like patrol officers, the *SRO* will be subject to emergency calls during lunch.

A substitute officer will be provided after ten (10) days absence of an *SRO*. DPISD will not be required to reimburse DPPD for the time *SRO*'s are on sick leave when a substitute officer has not been assigned.

*SRO*'s will use City vehicles and carry City radios.

DPISD will provide, at no cost to the City, office space in the school to which the officer is assigned. The office space must provide the privacy necessary to conduct confidential interviews and other police related business. DPISD will also provide computers and telephones, as well as access to copiers and file cabinets. When this agreement is terminated these facilities and equipment shall be the sole property of DPISD

### **School Resource Officer Duties**

The *SRO*'s primary responsibility is to enforce the law. This may include responding to calls for assistance, preventative patrol, making arrests, and conducting follow-up investigations on campus. The *SRO*'s should be contacted for all on-campus responses; however, in the event of an emergency, that requires additional officers, or in the absence of the *SRO*, the 9-1-1 reporting system should be utilized. *SRO*'s should maintain close liaison with campus personnel and be familiar with potential problems. *SRO*'s have the discretion afforded them under the Departmental Rules and Procedures as to what enforcement action is taken when a law is violated. *SRO*'s have the final decision.

*SRO*'s may be contacted by DPISD to deal with law enforcement situations that exceed DPISD's ability to handle administrative and/or emergency situations that require rapid police response and the special knowledge or expertise an *SRO* can offer. *SRO*'s will take permissible enforcement action when necessary. *SRO*'s will not enforce DPISD regulations or rules unless the violation of such rule or regulation constitutes a violation of a state law or city ordinance.

Nothing in this agreement shall limit or eliminate the need to utilize the 9-1-1 reporting system, or the use of additional Deer Park Police officers to handle or supplement calls for service. Use of 9-1-1 is encouraged for priority calls even if an *SRO* is also called.

*SRO*'s shall be responsible for handling minor, non-priority incidents typically handled by Deer Park Police officers. These incidents include, but are not limited to, collisions, burglary/theft reports from personnel or students, parking lot details, traffic or fire lane violations, etc.

Agreement - *SRO* Services

The ultimate goal of the *SRO* is to maintain a peaceful environment that allows the learning process to continue uninterrupted.

### **Liaison Duties**

DPISD Superintendent or designee will meet periodically with the Chief of Police or his designee and/or representatives from the City of Deer Park to discuss and evaluate the police services provided by this agreement.

It shall be the responsibility of the *SRO* officers to maintain close liaison with DPISD faculty, staff and administrators, and to ensure all designated school campuses are adequately staffed by *SRO*'s.

Modifications, if required, will be recommended to the governing boards of both entities.

### **Equipment Provided by Deer Park Police Department**

The DPPD will provide *SRO*'s with uniforms and issue equipment in accordance with departmental procedures. DPPD will also provide law books, report forms, computer software utilized for the reporting and investigation of crime. When this agreement is terminated, this equipment shall be the sole property of DPPD.

### **Indemnity**

The City of Deer Park shall be liable for and agrees to indemnify, save harmless and defend the Deer Park Independent School District from any and all claims, causes of action and damages of every kind arising from the negligent actions of the *School Resource Officers* conducted in performance of this agreement.

The Deer Park Independent School District shall be liable for and agrees to indemnify, save harmless and defend the City of Deer Park from any and all claims, causes of action and damages of every kind arising from the negligent actions of its employees and agents conducted in performance of this agreement.

To indicate your acceptance of this agreement, please sign, date and return the enclosed copy of this agreement. Once accepted, this document will represent the complete agreement between Deer Park Independent School District and the City of Deer Park Police Department for the *School Resource Officer Program*.

This agreement is entered under authority of and in accord with the provisions of Chapter 791, Texas Government Code.

\_\_\_\_\_  
James J. Stokes, City Manager  
City of Deer Park

Date \_\_\_\_\_

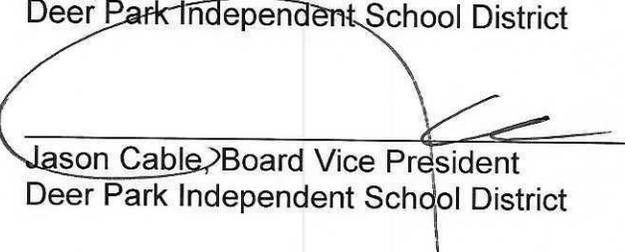
Agreement - SRO Services

\_\_\_\_\_  
Gregory L. Grigg, Chief of Police  
City of Deer Park

Date \_\_\_\_\_

  
\_\_\_\_\_  
Stephen Harrell, Superintendent  
Deer Park Independent School District

Date 11-13-2023

  
\_\_\_\_\_  
Jason Cable, Board Vice President  
Deer Park Independent School District

Date 11/13/2023

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