

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

Purpose

The purpose of this agreement is to provide professional law enforcement and school crossing guard 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 (D.P.I.S.D.) and the City of Deer Park desire to establish an Inter-local 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 (D.P.P.D.) under this agreement shall be known as the *School Resource Officer (S.R.O.) Program*. The services provided for the protection of children crossing public streets shall be known as *School Crossing Guard Services*. The terms of this agreement are as follows:

Duration

This agreement will commence on August 1, 2020, and expire on July 31, 2021. 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

D.P.P.D. will provide *School Crossing Guard Services* at locations where it is determined that their presence is necessary for the safety of children crossing public streets. *School Crossing Guard Services* will be provided to and from school during the 174 days school is in session during the 2020-2021 school year. D.P.I.S.D. and D.P.P.D. will agree upon assignments and crossing locations before the school year begins. For the 2020/2021 School Year, there will be 18 Crossing Guard locations that serve D.P.I.S.D.

D.P.P.D. will provide four (4) police officers to staff the *S.R.O. Program* for the 2020/2021 school year. Four (4) officers will be assigned full-time to *S.R.O.* duties during the 174 days school will be in session during the 2020-2021 school year. School Resource Officers will be assigned to high school campuses and/or junior high campuses within the city limits of Deer Park. D.P.I.S.D. and D.P.P.D. will agree upon campus assignments and campus combinations before the school year begins.

Two (2) officers will be assigned to Deer Park High School –South Campus, and (1) of the assigned officers will rove Deer Park Elementary. One (1) officer will be assigned to Deer Park High School –North Campus and rove San Jacinto Elementary. One (1) officer will be assigned to Bonnette Jr. High, and rove Carpenter and Dabbs Elementary.

S.R.O.s and *School Crossing Guards* 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 *S.R.O.s* or *School Crossing Guards* 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

D.P.I.S.D. will pay D.P.P.D. ninety percent (90%) of the total annual cost of *School Crossing Guard Services* provided to D.P.I.S.D. Schools. D.P.I.S.D. will pay D.P.P.D. seventy percent (70%) of the annual salary, equipment, training, and primary benefits of the four (4) police officers for the 2020-2021 school year. 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

D.P.I.S.D. will compensate D.P.P.D. for police vehicles with emergency equipment used by *S.R.O.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 \$7,086.95 per vehicle. Total annual vehicle cost is estimated at \$10,440.35 per vehicle for a total of **\$41,761.40** The D.P.I.S.D. is responsible for seventy percent (**70%**) of the total vehicle and fuel costs.

Miscellaneous

Any additional costs (such as laptops to be utilized in the patrol vehicles for report writing and criminal inquiries) associated with the professional law enforcement services provided in this agreement will be the responsibility of D.P.I.S.D. seventy percent (70%) and the City of Deer Park thirty percent (30%).

Payment Schedule

Payment for *School Crossing Guard Services* shall be made to the City of Deer Park annually. It is the intent of this agreement that annual payments be made by D.P.I.S.D. to the City of Deer Park based upon billings of actual expenses incurred in the prior school year. The City of Deer Park shall submit a bill to D.P.I.S.D. by the fifteenth (15th) of July each year, and payment will due by the thirtieth (30th) of July.

Payment for the *S.R.O. Program* shall be made to the City of Deer Park on a monthly basis and shall be due on the thirtieth (30th) day of each month, beginning September 30, 2020, and continuing through August 31, 2021. It is the intent of this agreement that monthly payments be made by the D.P.I.S.D. to the City of Deer Park based upon billings for actual expenses incurred. The City of Deer Park shall submit bills to the D.P.I.S.D. by the fifteenth

(15th) of each month for actual expenses incurred in the prior month and payment will be due by the thirtieth (30th) of that month.

Continuing Education

S.R.O.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 S.R.O.s.

Scheduling

The D.P.P.D. reserves the right to assign S.R.O.s to a police function in the event of an emergency or situation that dictates a call-up of personnel.

S.R.O.s 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. D.P.I.S.D. shall offer such employment only as a separate and independent employer, and D.P.I.S.D. may offer the S.R.O.s the right of first refusal for such employment. D.P.I.S.D. shall not state or imply that such additional employment is not voluntary or that any work condition as an S.R.O. 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 S.R.O. will be subject to emergency calls during lunch.

A substitute officer will be provided after ten days absence of an S.R.O. D.P.I.S.D. will not be required to reimburse D.P.P.D. for the time S.R.O.s are on sick leave when a substitute officer has not been assigned.

S.R.O.s will use City vehicles and carry City radios.

D.P.I.S.D. will provide, at no cost to the City, office space in the high school or junior high school to which the officer is assigned. The office space must provide the privacy necessary to conduct confidential interviews and other police related business. D.P.I.S.D. will also provide laptop 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 D.P.I.S.D.

School Resource Officer Duties

The S.R.O.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 S.R.O.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 S.R.O., the 9-1-1 reporting system should be utilized. S.R.O.s should maintain close liaison with campus personnel and be familiar with potential problems. S.R.O.s have the discretion afforded them under the Departmental Rules and Procedures as to what enforcement action is taken when a law is violated. S.R.O.s have the final decision.

S.R.O.s may be contacted by D.P.I.S.D. to deal with law enforcement situations that exceed D.P.I.S.D.'s ability to handle administrative and/or emergency situations that require rapid police response and the special knowledge or expertise an S.R.O. can offer. S.R.O.s will take permissible enforcement action when necessary. S.R.O.s will not enforce D.P.I.S.D. 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 district police officers to handle or supplement calls for service. Use of 9-1-1 is encouraged for priority calls even if an S.R.O. is also called.

S.R.O.s shall be responsible for handling minor, non-priority incidents typically handled by district 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.

The ultimate goal of the S.R.O. is to maintain a peaceful environment that allows the learning process to continue uninterrupted.

Liaison Duties

D.P.I.S.D. 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 and crossing guard services provided by this agreement.

It shall be the responsibility of the S.R.O. officers to maintain close liaison with D.P.I.S.D. faculty, staff and administrators, and to ensure all designated school campuses are adequately staffed by S.R.O.s

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

Equipment Provided by Deer Park Police Department

The D.P.P.D. will provide S.R.O.s with uniforms and issue equipment in accordance with departmental procedures. D.P.P.D. 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 D.P.P.D.

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* and *School Crossing Guard Services*.

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 _____

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

Date _____

Stephen Harrell, Superintendent
Deer Park Independent School District

Date _____

Lynn Kirkpatrick, Board President
Deer Park Independent School District

Date _____

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