

memorandum

TO: City Council
John Godwin, City Manager

FROM: Bob Hundley, Chief of Police

SUBJECT: **2016 SCHOOL RESOURCE OFFICER ILA for NORTH LAMAR
INDEPENDENT SCHOOL DISTRICT**

DATE: August 2, 2016

BACKGROUND: Since 2004, NLISD and the City have partnered to provide School Resource Officers for their campus. These officers are stationed on NLISD campus, respond to calls for service, provide security along with instructing criminal justice and D.A.R.E. classes. The City provides all equipment, training and patrol vehicles for the officers while on duty. NLISD provides for the base salary of the officers.

STATUS OF ISSUE: The present agreement expires August 31st of 2016.

BUDGET: The ILA calls for NLISD to pay the city a total of \$203,575.00 in 12 monthly installments of \$16,964.59 for the officers.

RECOMMENDATION: Motion to approve a resolution authorizing a contract with NLISD for furnishing three (3) police officers as School Resource Officers for the NLISD District and authorizing the City Manager to execute all necessary documents.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARIS, TEXAS, APPROVING AND AUTHORIZING AN INTERLOCAL AGREEMENT WITH NORTH LAMAR INDEPENDENT SCHOOL DISTRICT FOR PROVISION OF SCHOOL RESOURCE OFFICER SERVICES; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the North Lamar Independent School District (“NLISD”) has requested the City of Paris (“City”) to provide School Resource Officer services at various NLISD campuses during school year 2016-2017, and the City Council is agreeable to providing such services; and,

WHEREAS, pursuant to Chapter 791 of the Texas Government Code, governmental entities may contract with each other to provide governmental functions or services; and,

WHEREAS, an Interlocal Agreement between the City and NLISD for School Resource Officer Services for fiscal year 2016-2017 is attached hereto as Exhibit “A” and should be in all things, approved, and the City Manager of the City of Paris should be authorized to execute the same;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARIS, TEXAS:

Section 1. That the findings set out in the preamble to this resolution are hereby in all things approved.

Section 2. That the Interlocal Agreement between the City and NLISD for School Resource Officer services at NLISD campuses during fiscal year 2016-2017, attached hereto and incorporated herein by reference as Exhibit “A”, be, and the same is hereby, approved.

Section 3. That the City Manager be, and he is hereby, authorized and directed to execute, on behalf of the City of Paris, the Interlocal Agreement with the North Lamar Independent School District, substantially in accordance with the form of the Agreement attached hereto as Exhibit “A”, for School Resource Officers for fiscal year 2016-2017.

Section 4. That this resolution shall be effective from and after its date of passage.

PASSED AND APPROVED this 8th day of August, 2016.

A.J. Hashmi, M.D., Mayor

ATTEST:

Janice Ellis, City Clerk

APPROVED AS TO FORM:

Stephanie H. Harris, City Attorney

INTERLOCAL AGREEMENT

STATE OF TEXAS)
) **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF LAMAR)

THAT, the CITY OF PARIS, TEXAS, a home rule municipal corporation, acting by and through its City Manager, John Godwin, duly authorized, hereinafter called CITY, and the NORTH LAMAR INDEPENDENT SCHOOL DISTRICT, acting by and through its Superintendent, John McCullough, duly authorized, hereinafter called NLISD, do hereby contract and agree as follows:

1. CITY agrees to provide the services of a total of three (3) School Resource Officers to serve all NLISD campuses during the term of this Agreement.
2. The primary duty station of said Resource Officers shall be the various campuses of NLISD, as assigned by the Paris Police Department in conjunction with appropriate officials of NLISD.
3. The ordinary work shift for said officers shall be forty (40) hours per week, five (5) days per week, or as otherwise agreed between the parties. If said officers are requested by NLISD to serve in excess of eighty (80) hours during any given two (2) week pay period, any overtime accrued as a consequence of said service shall be charged to NLISD.
4. During their assignment to their primary duty station, said officers shall perform such duties and responsibilities as assigned by the Paris Police Department in conjunction with appropriate officials of NLISD.
5. In the event of an emergency in the City or surrounding area, the Paris Police Department may divert the School Resource Officers away from the primary duty station to assist other police officers or public safety officers in responding to said emergency, for so long as said emergency continues. At the conclusion of the emergency circumstance, said officers shall return to their primary duty stations at NLISD.
6. For and in consideration of the services described above, NLISD agrees to pay to CITY the sum of \$203,575.00 for the services to be provided under this Agreement, payable in twelve (12) equal monthly payments of \$16,964.59. The CITY and NLISD agree that the CITY may utilize the School Resource

Officers as needed during the summer months after they have exhausted all of their compensatory, normal vacation, and holiday leave. The CITY will pay the officers for any time they work on patrol for the CITY not to exceed thirty (30) days per officer per year. The amount that the CITY pays the officers for non-school related work and for work on patrol for the CITY will be deducted from the amount that they are paid by the NLISD pursuant to this Agreement. This deduction for the time worked on patrol for the CITY during the previous school year, will be deducted from the first payment made by the NLISD to the CITY of each school year, as necessary. The School Resource Officers may accrue compensatory time in lieu of overtime pay for hours worked for the School District in excess of eighty (80) hours per pay period. But in no event may a School Resource Officer accumulate more than 242 hours of compensatory time during the term of this Agreement. If a school resource officer accumulates more than 80 hours of compensatory time during the term of this Agreement, NLISD will be solely responsible for payment of any hours in excess of 80 hours, if the officer leaves the CITY prior to using those compensatory hours in excess of 80."

7. Each party paying for the performance of governmental service under this Agreement shall make those payments from current revenues available to the paying party.
8. Each party to this Agreement stipulates that the payments made hereunder fairly compensate the performing party for the services or functions performed hereunder.
9. This Agreement is subject to all present and future valid laws, orders, rules and ordinances and/or regulations of the United States of America, the State of Texas and the Parties, and any other regulatory body having jurisdiction. This Agreement shall be construed and governed according to the laws of the State of Texas. The sole venue for any action, controversy, dispute or claim arising under this Agreement shall be in a court of appropriate jurisdiction in Lamar County, Texas *exclusively*.
10. This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Tex. Gov't. Code Ann. Chapter 552 et seq., as amended (the "Texas Public Information Act") the same shall be of no force and effect.
11. This Agreement is entered solely by and between, and may be enforced only by and among the Parties. Except as set forth above, this Agreement shall not be deemed to create any rights in or obligations to any third parties.
12. Nothing in the Agreement is construed as creating any personal liability on

the part of any employee, officer or agent of any public body that may be a party to this Agreement.

13. This Agreement is not intended to, and shall not be construed to create any joint enterprise between or among the parties.
14. The parties expressly acknowledge that the City's authority to indemnify and/or hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution and any provision which purports to require indemnification by the City is invalid. Nothing in this Agreement requires that funds be assessed or collected or that a sinking fund be created.
15. Sovereign Immunity Acknowledged and Retained

THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITIES FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY OF PARIS AND NORTH LAMAR INDEPENDENT SCHOOL DISTRICT RETAIN ALL GOVERNMENTAL IMMUNITIES.

16. The term of this Agreement shall begin September 1, 2016, and end August 31, 2017, unless extended by the mutual written agreement of the parties hereto.

Executed on the dates shown in the acknowledgments below.

**NORTH LAMAR INDEPENDENT
SCHOOL DISTRICT**

CITY OF PARIS, TEXAS

By: _____
John McCullough, Superintendent

By: _____
John Godwin, City Manager

Date: _____

Date: _____

ATTEST:

Janice Ellis, City Clerk

APPROVED AS TO FORM:

Stephanie H. Harris, City Attorney