



City of Saginaw

Meeting Date: 11/17/2015

Staff Contact: Roger Macon
Police Chief

Agenda Item: 4b
(CC-1115-08)

E-mail: rmacon@saginawtx.org

Phone: 817-232-0311

SUBJECT: Action regarding Interlocal Agreement with Eagle Mountain-Saginaw Independent School District for School Resource Officers for Saginaw High School, Highland Middle School, and Wayside Middle School; and School Crossing Guards at the intersection of Old Decatur Road and Park Center Boulevard, Saginaw Elementary, and High Country Elementary

BACKGROUND/DISCUSSION:

The proposed interlocal agreement is basically the same as the current agreement. It covers the period of November 1, 2015 through October 31, 2016. EMS-ISD will make four quarterly payments of \$19,597 to the City (total of \$78,388). This amount represents one half of the annual salary and benefits of two officers. One officer will be assigned to Saginaw High School. The second officer will work at both Highland Middle School and Wayside Middle School. EMS-ISD will also make one payment of \$6,653 to the City. This amount represents one half of the annual salary and benefits of three school crossing guards (located at the intersection of Old Decatur Road and Park Center Boulevard, Saginaw Elementary, and High Country Elementary). Funds for the City's portion are included in the 2015-2016 fiscal year budget.

FINANCIAL IMPACT:

The financial impact will be the remaining half of the annual salary and benefits for the two officers (\$78,388) and three crossing guards (\$6,653). The salaries and benefits are budgeted in the Police Department budget (Salaries 01-4010-05 and Ins. Employees Health 01-4180-05).

RECOMMENDATION:

Staff recommends approval of the Interlocal Agreement with the Eagle Mountain-Saginaw Independent School District for School Resource Officers for Saginaw High School, Highland Middle School, and Wayside Middle School; and School Crossing Guards at the intersection of Old Decatur Road and Park Center Boulevard, Saginaw Elementary, and High Country Elementary.

Attachments

Memo with Agreement from Roger Macon



MEMORANDUM

SAGINAW POLICE DEPARTMENT

505 E. McLeroy Blvd. Saginaw, TX 76179
(817) 232-0311

DATE: 11/10/15	TO: Nan Stanford City Manager	FROM: Roger Macon Chief of Police	SUBJECT: SRO Interlocal
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Attached you will find a proposed interlocal agreement between the City of Saginaw and the Eagle Mountain-Saginaw Independent School District for the deployment of School Resource Officers. This agreement provides for salary reimbursement from the District for two (2) police officers (at 50% each) and three crossing guards.

Traditionally, one officer is assigned full-time at Saginaw High School, while the other spends time between Highland and Wayside Middle Schools. Either officer may respond to our elementary schools as needed. The crossing guards work at High Country, Bryson and Saginaw Elementary Schools.

As is outlined in the contract, the District agrees to reimburse the City \$19,597 per quarter (\$78,388 annually) for the officers, and \$6,653 for crossing guards.

It is my recommendation that the council approve this agreement. After approval, the contract will be forwarded to the District for their consideration.

Thanks!

STATE OF TEXAS

COUNTY OF TARRANT

INTERLOCAL AGREEMENT

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Government Code, authorizes local governments to contract with one another for the performance of governmental functions and services; and

WHEREAS, the City of Saginaw ("CITY") and the Eagle Mountain Saginaw-Independent School District ("DISTRICT") desire to enter into an agreement for the purpose of providing police services to DISTRICT by CITY, as hereinafter set out in the body of this agreement.

NOW, THEREFORE, CITY and DISTRICT do hereby contract, agree, and covenant for good and valuable consideration the mutual promises and agreements made in the body of this agreement, as follows:

I.

The term of the agreement shall commence November 1, 2015, and end October 31, 2016.

II.

CITY agrees to assign one police officer as a School Resource Officer to Saginaw High School, and one officer between Highland Middle School and Wayside Middle School, at City's sole expense, said officers to serve under direction of CITY's Chief of Police ("CHIEF") or the CHIEF's designee. Said officers shall conduct police activities and investigations on the campuses of Saginaw High School, Highland Middle School and Wayside Middle School and at other property of DISTRICT as necessary to carry out said officers' duties. DISTRICT shall furnish suitable office space and telephone for the use of the School Resource Officers, but all other operational expenses shall be paid by CITY. The CHIEF or his designee shall meet and confer with the Principals of Saginaw High School, Highland Middle School and Wayside Middle School from time to time, to establish mutually agreeable operational policies for the School Resource Officers. However, nothing in this agreement shall abridge the right and responsibility of the CHIEF to assign, reassign, discipline or otherwise supervise the activities of the School Resource Officers. Further, nothing in this agreement shall require CITY to provide continuous police presence on the campuses of Saginaw High School, Highland Middle School and Wayside Middle School during every school day when the School Resource Officers are away from the campus for court, training, administrative duties, arrest processing or other official duties as determined solely by the CHIEF.

III.

The officers assigned to Saginaw High School, Highland Middle School and Wayside Middle School campuses under this agreement shall be assigned normally during the school year. During other times, said officers shall report for duty at the CITY's Police Department.

IV.

The DISTRICT agrees to pay the CITY four (4) quarterly payments of \$19,597, which represents one-half of the officers' annual salary and benefits. Both governing bodies of the respective parties find

this fair compensation for services performed. **Each party paying for services under this Agreement shall make those payments from current revenues available to the paying party.**

V.

CITY agrees to assign three (3) school crossing guards; one at the intersection of North Old Decatur Road and Park Center Boulevard for assistance to pedestrian traffic exiting Bryson Elementary School, one at Saginaw Elementary school, and one at High Country Elementary school. The CHIEF or his designee shall establish acceptable hours of availability, and ensure that the crossing guard has received state-mandated training in traffic direction and control.

VI.

The DISTRICT agrees to pay the CITY one (1) payment of \$6,653, which represents one-half of the crossing guards' annual salary and benefits. Both governing bodies of the respective parties find this fair compensation for services performed.

VII.

CITY shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of DISTRICT. CITY shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees and DISTRICT shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither CITY nor DISTRICT shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of officers, members, agents, servants, employees, or trustees of the other. Nothing in this agreement shall waive any statutory or common-law immunity or defense of CITY or DISTRICT.

VIII.

The governing bodies of CITY and DISTRICT have approved the execution of this Agreement, and the persons signing the Agreement have been duly authorized by the governing bodies of the CITY and DISTRICT to sign this Agreement on behalf of the governing bodies.

IX.

Either party may terminate this Agreement by giving thirty (30) days written notice to the other party. In the event the agreement is terminated prior to the end of the term year, the compensation provided in Section IV shall be provided to the date of termination.

X.

This agreement supersedes and shall be controlling over all other agreements governing the subject matter described herein and all other such agreements between CITY and DISTRICT are hereby terminated.

XI.

1. CONFIDENTIAL INFORMATION. DISTRICT, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by CITY as confidential and shall not disclose any such information to a third party without the prior written approval of CITY, except as required by law. CITY, for itself and its officers, agents and employees, agrees that it shall treat all

information provided to it by DISTRICT as confidential and shall not disclose any such information to a third party without the prior written approval of DISTRICT, except as required by law. In carrying out its duties, CITY, and its officers, agents and employees, shall at all times recognize and respect the confidentiality of student information, including but not limited to confidential student records, and shall seek access to such records only in accordance with the requirements of the Family Education Rights and Privacy Act, 20 U.S.C. §1232g (“FERPA”) and Eagle Mountain-Saginaw ISD Board Policy FL (LEGAL) and (LOCAL).

2. NON-DISCRIMINATION COVENANT.

- a. DISTRICT and CITY, in the execution, performance, or attempted performance of this Agreement, will not discriminate against any person or persons because of sex, race, religion, age, disability, color, national origin, or familial status, nor will DISTRICT or CITY permit its agents, employees, subcontractors, or program participants to engage in such discrimination.
- b. In addition to the above, CITY and DISTRICT covenant that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in the performance of this Agreement shall, in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

3. GOVERNMENTAL POWERS/IMMUNITIES. It is understood and agreed that by execution of this Agreement, neither CITY nor DISTRICT waives or surrenders any of its governmental powers or immunities.

4. GOVERNING LAW / VENUE. This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

5. SEVERABILITY. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

6. HEADINGS NOT CONTROLLING. Headings and titles used in this Agreement are for reference purposes only, shall not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

7. AMENDMENTS. No amendment of this Agreement shall be binding upon a party hereto unless such amendment is set forth in a written instrument, which is executed by an authorized representative of each party.

8. ENTIRETY OF AGREEMENT. This Agreement contains the entire understanding and agreement between CITY and DISTRICT, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

9. COUNTERPARTS. This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

10. USE OF BODY CAMERAS. Should the CITY acquire body cameras, the CITY and the DISTRICT agree to develop a mutually agreeable use policy for the cameras before beginning to implement the use of the cameras by the SROs.

EXECUTED this ____ day of _____, 2015 by the City of Saginaw.

CITY OF SAGINAW

By: _____

Name: _____

Title: _____

EXECUTED this ____ day of _____, 2015 by the Eagle Mountain-Saginaw Independent School District.

EAGLE MOUNTAIN-SAGINAW INDEPENDENT
SCHOOL DISTRICT

By: _____

Name: _____

Title: _____