

## INTERLOCAL AGREEMENT FOR POLICE SERVICES

THIS INTERLOCAL AGREEMENT, hereinafter referred to as the "Agreement," entered into this day by and between the City of Lewisville, Texas, hereafter referred to as "The City" and the Lewisville Independent School District, hereinafter referred to as "LISD", for and in consideration of the mutual covenants and agreements herein set forth, WITNESSETH:

1. Chapter 791 of the Texas Government Code provides that any public agency of this state, including units of local government, may enter into agreements for the performance of any power, privilege or authority that any party to the agreement, its assigned personnel or agents, have authority to perform, known as interlocal agreements. This Agreement is entered into under that authority.

2. Any officer providing services under this Agreement shall be doing so as a City employee. It is contemplated that the officer will continue to act as an employee of the City as described herein below while performing services under this Agreement. Officers performing services under this Agreement shall work at the sole direction of the City. LISD shall have no right to direct the performance of officers and individual officers shall not be considered employees or independent contractors of LISD.

3. The City will endeavor to provide Lewisville Police Officers for up to 80 hours a week, Monday through Friday, for the purpose of providing police-related security at LISD elementary school campuses within the City limits for the period beginning on August 09, 2023 and ending on or before May 23, 2024. This period shall constitute the term of this Agreement. Officers shall perform the services on or about the premises of LISD elementary school campuses during the listed dates. These are not mandatory assignments, unless directed by the Chief of Police. LISD has no right to compel the deployment of officers under this Agreement.

4. LISD will compensate the City for the work performed pursuant to the agreed average overtime rate, all health and retirement benefits, leave time, and other fringe or employment benefits that the City would be obligated by law or local ordinances, regulations, or policies to pay as outlined in Attachment A. The City will provide LISD with two statements of said compensation to be reimbursed: in January 2024 for the period beginning August 09, 2023 through December 31, 2023; and in June 2024 for the period beginning January 1, 2024 through May 23, 2024. Payment from LISD to the City will be made within 15 calendar days from the date of the statement.

5. The City will endeavor to provide a marked police unit, as available, for City police officers to utilize when performing the services outlined herein. LISD will reimburse the City for the full amount of vehicle costs associated with the use of the vehicles as outlined in Attachment B. The City will provide LISD with two statements of said compensation to be reimbursed: in January 2024 for the period beginning August 09, 2023 through December 31, 2023; and in June 2024 for the period beginning January 1, 2024 through May 23, 2024. Payment from LISD to the City will be made within 15

calendar days from the date of the statement.

6. Officers providing services under this Agreement will be subject to, and shall abide by, all City and departmental rules and regulations as well as complying with all local, state, and federal laws.

7. This Agreement shall be subject to applicable state laws regarding vacations, holidays, and sick leave for police officers.

8. This Agreement shall continue in full force and effect during the term outlined in section 3, above, under the terms and conditions provided herein, unless terminated by either party hereto. Termination may be for any reason or no reason and shall take effect at the end of the then-current contract year. Notice shall be provided in writing at least 30 days prior to the expiration of any contract year.

9. Each party shall furnish such notice, as may be required from time to time, pursuant to this Agreement, in writing, posted in the U.S. Mail or by hand delivery, or by overnight delivery service and addressed as follows;

Lewisville Independent School District  
Purchasing Director  
1565A West Main Street  
Lewisville, Texas 75067

City of Lewisville, Texas  
City Manager  
151 West Church Street  
Lewisville, Texas 75057

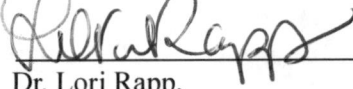
10. To the extent permitted by the Constitution and the laws of the State of Texas and subject to the limitations as to liability and damages in the Texas Tort Claims Act and without waiving its governmental immunity, each party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other party to this Agreement or any of its officers, agents or employees, or as the result of its performance under this Agreement.

11. This Agreement is drawn to be effective in and shall be construed in accordance with the laws of the State of Texas. Should a dispute arise from this Agreement, the parties agree to litigate the matter in the appropriate court having jurisdiction in and for Denton County, Texas. No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by a duly authorized representative of the City. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by the City, and the City shall be free to reinstate any such term or condition.

WITNESS the hands of the parties hereto this 14 20 23

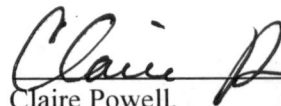
Lewisville Independent School District:

day of 8-10-23

A handwritten signature in cursive script, appearing to read "Lori Rapp", written over a horizontal line.

Dr. Lori Rapp,  
Superintendent

City of Lewisville:

A handwritten signature in cursive script, appearing to read "Claire Powell", written over a horizontal line.

Claire Powell,  
City Manager

**ATTACHMENT A**

**LABOR COST (FY23/24):**

Costs based on Step 7 Police Officer at 177 school days, estimated maximum hours 2,832.

Police Officers (2)	Overtime Rate @\$72.11	\$204,213.09
	**Life Insurance @.006	\$1,225.29
	**Medicare @ .0145	\$2,961.10
	**Disability Insurance @ .0024	\$490.12
	**Deferred Compensation @.0376	\$7,678.45
	**TMRS @ .1727	\$35,267.74
<b>Estimated Total Cost for Officers for the Elementary School Rover Program</b>		<b>* \$251,836.60</b>

**ATTACHMENT B**

**VEHICLE MILEAGE EXPENSE:**

The vehicle cost is based on the Internal Revenue Service (IRS) standard mileage rate for business travel of 65.5 cents per mile. This rate became effective in 2023. The mileage will be recorded at the beginning and end of each officer's shift. The mileage is only an estimate but is not expected to be in excess of 90 miles per day.

Vehicles (2)	IRS Rate	65.5 cents per mile
	Estimated Miles per day	90
	Total Days	177
<b>Estimated Total Cost for Vehicles for the Elementary School Rover Program</b>		<b>\$10,434.15</b>