

AGREEMENT

STATE OF TEXAS §
COUNTY OF HARRIS §

WHEREAS, this Agreement is made and entered into by and between the LA PORTE INDEPENDENT SCHOOL DISTRICT, hereinafter called "DISTRICT", and the CITY OF LA PORTE, TEXAS, a Texas municipal corporation, hereinafter called "CITY".

WITNESETH:

WHEREAS, DISTRICT desires to have the Chief of Police of the City of La Porte, hereinafter called "CHIEF", authorize and direct one (1) CITY Patrol Sergeant and six (6) of CITY's patrol officers, hereinafter called "PATROL SERGEANT", and "PATROL OFFICERS" to devote his/her working time to the District Schools, and

WHEREAS, DISTRICT is willing to pay the CITY an agreed amount equal to the cost to the CITY for supplying the additional law enforcement services, including salary and benefits, as detailed in Exhibit A, so as to enable PATROL SERGEANT and PATROL OFFICERS assigned by the CHIEF to provide those services;

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to both parties, it is AGREED as follows:

I.

The CITY agrees to authorize the CHIEF to assign a PATROL SERGEANT to provide law enforcement services to the DISTRICT by providing supervisory and administrative oversight to the PATROL OFFICERS assigned to, and compensated by, the DISTRICT. As used herein, the phrase "working time" means the usual or normal hours that the PATROL SERGEANT is required to work in any calendar year, including the time the PATROL SERGEANT spends investigating crimes, the time the PATROL SERGEANT spends patrolling, the time the PATROL SERGEANT spends doing administrative work required by his/her assignment, the time the PATROL SERGEANT is in court, leave time taken by the PATROL SERGEANT, the time the PATROL SERGEANT is in required training, the time the PATROL SERGEANT spends preparing reports and documents, the time the PATROL SERGEANT spends transporting persons arrested or detained, and the time spent in any and all activities related to performing law enforcement services for the DISTRICT shall be deemed working time. The items listed above are explanatory and the meaning for "working time" is not limited to said list.

The CITY agrees to authorize the CHIEF to assign PATROL OFFICERS to provide law enforcement services to the DISTRICT. As used herein, the phrase "working time" means the usual or normal hours the PATROL OFFICER is required to work in any calendar month and the area of the DISTRICT'S schools, the time the PATROL OFFICERS are in court in connection with cases arising out of events occurring within the area, the time the PATROL OFFICERS spend in preparing reports and documents pertaining to events occurring in the areas, the time the PATROL OFFICERS spend transporting persons arrested in the area to jail, the time the PATROL OFFICERS spend investigating crimes or possible crimes committed in the area, and the time spent in any and all activities related to performing law

enforcement services for the DISTRICT shall be deemed working time. The items listed above are explanatory and the meaning for "working time" is not limited to said list.

II.

The DISTRICT agrees to pay to the CITY the sum of \$627,081.91 ("Base Amount") for assignment of one (1) PATROL SERGEANT to the DISTRICT, and six (6) PATROL OFFICERS for the first year included in this agreement. The Base Amount is based on one (1) PATROL SERGEANT working eight (8) hours each day for a total of 2080 hours per year, and shall serve as the basis of compensation for the working time of PATROL SERGEANT. The Base Amount also includes the assignment of six (6) PATROL OFFICERS to the DISTRICT, for the first school year included in this agreement. The Base Amount for PATROL OFFICERS is based on six (6) officers working eight (8) hours each day for 172 days or 1376 hours in the school year, and shall serve as compensation for the working time of said PATROL OFFICERS. DISTRICT agrees that the PATROL SERGEANT is entitled to time off benefits such as sick time, vacation and holidays provided by CITY to its employees and that those hours are included in the above sum and will be paid by the DISTRICT. The DISTRICT agrees to pay the CITY for any additional hours above 2080 hours worked in a one-year period that the DISTRICT requires of the PATROL SERGEANT or above 1376 hours for a PATROL OFFICER, to provide law enforcement services to DISTRICT in an amount equal to the pro-rata cost for additional hours calculated using the Base Amount for the contract year. Any additional hours to be performed by PATROL SERGEANT or PATROL OFFICERS must be requested by the DISTRICT and approved through the CHIEF or his designee.

As detailed below, the DISTRICT further agrees that the Base Amount, and/or the increases to the Base Amount for year two, and each year thereafter, as specified in the preceding paragraph and on Exhibit A to this agreement, may be increased by a factor equal to Consumer Price Index – Urban (CPI-U) increases or three (3) percent, whichever is greater. The CITY shall notify the DISTRICT of any increases at least thirty (30) days prior to the effective date of the proposed increase.

Starting with school year 2022-2023 the new contract amount will be calculated based on the previous year's total billing. The Base Amount will be increased by a factor equal to the Consumer Price Index. Such factor will be an arithmetic equation with the year of January 2022 of Consumer Price Index to all urban consumers being the numerator and the year January 2021 of the Consumer Price Index to all consumers will be the denominator for the school year 2022-2023. For the school year 2023-2024 the Base Amount will be billed amount from 2022-2023 increased by the Consumer Price Index for all urban customers for January 2023 being the numerator and Consumer Price Index for all consumers for January 2022 being the denominator. The resulting quotient, if greater than 3% will be multiplied by the base to arrive at the current billing amount. If the quotient is less than 3%, then 3% will be multiplied by the base amount to determine the amount to be billed.

In addition to costs calculated to reimburse the City for its payment of the PATROL SERGEANT's salary and benefits, the DISTRICT agrees to pay to the CITY a yearly sum of \$3500.00 to cover CITY'S expense for the cost of providing uniform, equipment, vehicle maintenance and fuel. The DISTRICT further agrees, that upon the end of life of the PATROL SERGEANT's vehicle, which was initially purchased by the DISTRICT, the DISTRICT will pay for all replacement vehicle and vehicle equipment costs. The end of life of the vehicle will be determined by the CITY'S Equipment Services Division utilizing the same criteria as it does for all of the CITY'S patrol fleet. Notice will be provided to the DISTRICT, no later than the end of April, in the year of which the vehicle will be due for replacement in October.

The CITY will provide to the DISTRICT an invoice, at the beginning of each semester, setting forth costs for providing these additional law enforcement services as established in this agreement, to the DISTRICT. The DISTRICT agrees to reimburse the CITY the cost as set forth in the invoice within thirty

(30) days of the date of such invoices. If the DISTRICT, for any reason disputes any items in any invoices submitted by the CITY, the DISTRICT shall promptly notify the CITY of the dispute and request clarification and/or remedial action. The decision of the CITY regarding all disputes involving the cost for providing the PATROL SERGEANT and PATROL OFFICERS shall be final. Payment shall be made to the City of La Porte, Attention: Finance Director, 604 West Fairmont Parkway, La Porte, Texas 77571. Invoices sent by the CITY shall be addressed to the La Porte Independent School District: Attention: Accounts Payable, Business Office, 1002 San Jacinto Street, La Porte, TX 77571. Either party hereto may change its address for the purposes of this agreement by giving written notice of such change in the manner provided for in this agreement.

III.

The term of this agreement shall be for each school year, as determined by the DISTRICT, commencing May 28, 2021, and ending on the final day of school in the year 2024, and shall include an option to extend this agreement for an additional two (2) years, with the same terms and conditions, upon the express written approval of the CITY and the DISTRICT. In the event that this agreement is extended for an additional two (2) years, DISTRICT agrees that the PATROL SERGEANT and PATROL OFFICERS' Base Amount compensation for year four (4) and year five (5) will be subject to adjustment based on the standard CPI formula described herein.

It is expressly understood and agreed that the period or term of this agreement may be terminated with or without notice by the CITY at any time after the DISTRICT has defaulted on any payment of any obligation hereunder. Further, it is expressly understood and agreed that the period or term of this agreement may be terminated by the CITY or DISTRICT for any reason with ninety (90) day written notice to the other party. Payments hereunder shall be pro-rated to effective date of cancellation.

Any notice permitted or required to be given in this section to the DISTRICT shall be given by registered or certified United States, mail, postage prepaid, return receipt requests, and addressed to the DISTRICT at 1002 San Jacinto Street, La Porte, Texas 77571.

Any notice permitted or required to be given in this section to the CITY shall be given by registered or certified United States mail, postage prepaid, return receipt requested, and addressed to the CITY, Attention: City Manager, at 604 West Fairmont Parkway, La Porte, Texas 77571.

IV.

Operating with the La Porte Police Department's SRO Operating Procedures, it is expressly understood and agreed that any PATROL SERGEANT and PATROL OFFICERS assigned to work at the DISTRICT shall be subject to the exclusive control, operational command, and supervision of the CHIEF and to the same extent as all other PATROL SERGEANTS and PATROL OFFICERS, and shall have no duty or obligation to the DISTRICT other than those duties or obligations which the PATROL SERGEANT and PATROL OFFICERS would have to the public generally, to enforce state laws and CITY ordinances, specifically, PATROL SERGEANT or PATROL OFFICERS shall not be required to enforce DISTRICT rules and regulations. The CHIEF shall set the working times (hours and days) for the PATROL SERGEANT and PATROL OFFICERS after consulting with a designated agent of the DISTRICT.

V.

It is expressly agreed and understood between the DISTRICT and the CITY, that if, in the opinion of the CHIEF, it is necessary to use the PATROL SERGEANT and PATROL OFFICERS assigned to carry out this agreement for other duties due to an emergency, or other reasons as determined solely by the CHIEF, that the CHIEF may temporarily suspend the assignment of PATROL SERGEANT and PATROL OFFICERS to comply with the agreement. It is, however understood by both the CITY and the DISTRICT

that the DISTRICT will be credited on a pro-rata basis for the charges hereunder if a PATROL SERGEANT and PATROL OFFICERS are temporarily assigned to other duties at the direction of the CHIEF.

VI.

Both parties mutually agree that the CITY is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of the CITY are in no way to be considered employees of the DISTRICT.

VII.

Should any litigation be commenced between the parties hereto concerning this agreement, or the rights and duties of either party in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees in such litigation. Nothing in the paragraph shall be construed so as to limit or waive the sovereign immunity of either the CITY or the DISTRICT.

VIII.

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties hereunder shall be performed in Harris County, Texas.

IX.

If any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

X.

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding of written or oral agreements between the parties respecting the subject matter within.

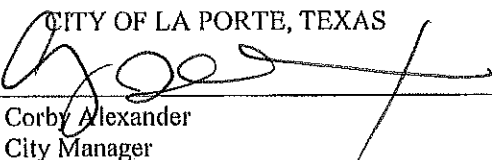
XI.

No amendment, modification, or alteration of the terms hereof shall be binding unless submitted in writing, dated subsequent to the date hereof, and duly executed by both parties.

XII.

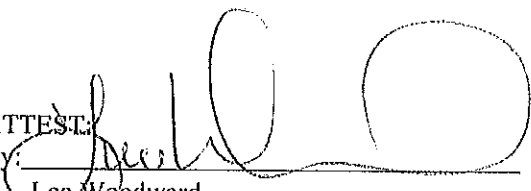
Neither party to this agreement may assign their rights, duties, or interest without first obtaining written consent of the other party. Consent to one assignment shall not be deemed to be consent to any subsequent assignment. An assignment without the written agreement of both parties, or an assignment by operation of law, shall be void, and shall, at the option of either party, terminate this agreement.

IN WITNESS WHEREOF, the undersigned DISTRICT and CITY hereto execute this agreement effective on this 14th day of June, 2021.

CITY OF LA PORTE, TEXAS
By: 
Corby Alexander
City Manager

ATTEST:

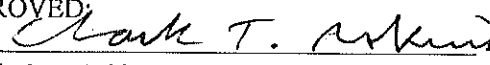
By:


Lee Woodward
City Secretary



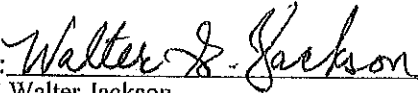
APPROVED:

By:


Clark T. Askins
Assistant City Attorney

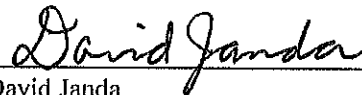
LA PORTE INDEPENDENT SCHOOL DISTRICT

By:



Walter Jackson
Superintendent of Schools

By:



David Janda
President, Board of Trustees

EXHIBIT A

	LPISD #1	LPISD #2	LPISD #3	LPISD #4	DARE	DEWALT	SGT
Wages	48,696.64	58,369.92	58,369.92	58,369.92	58,369.92	58,369.92	96,595.20
FICA	3,725.29	4,465.30	4,465.30	4,465.30	4,465.30	4,465.30	7,389.53
Health	9,461.54	9,461.54	9,461.54	9,461.54	9,461.54	9,461.54	9,461.54
Life	12.30	12.30	12.30	12.30	12.30	12.30	12.30
TMRS	7,927.81	9,502.62	9,502.62	9,502.62	9,502.62	9,502.62	15,725.70
Work/Comp	2,118.30	2,539.09	2,539.09	2,539.09	2,539.09	2,539.09	4,201.89
	71,941.89	84,350.77	84,350.77	84,350.77	84,350.77	84,350.77	133,386.16
			Total Year 1 627,081.92				