

**STATE OF TEXAS
COUNTY OF COLLIN**

**INTERLOCAL AGREEMENT BETWEEN
ALLEN INDEPENDENT SCHOOL DISTRICT AND THE CITY OF ALLEN**

This Interlocal Cooperation Agreement (the "Agreement") is by and between the City of Allen ("City"), including the Allen Municipal Court and Allen Police Department ("Allen PD"), and the Allen Independent School District ("Allen ISD" or the "District"), collectively referred to as the "Parties", all political subdivisions of the State of Texas, acting through their respective authorized representatives.

RECITALS

WHEREAS, it is agreed by the Parties to be of mutual interest and advantage that the students and faculty of the school be given opportunities to work with the Allen PD to develop and implement a law enforcement internship program, providing a practical and experiential learning environment to enhance student education (the "Program"); and

WHEREAS, statutory authority exists pursuant to Chapter 791 of the Texas Government Code for the Parties to enter into this Interlocal Agreement; and

WHEREAS, the Parties have mutually determined that it would be in the best interests of both Parties and their respective constituents to enhance the educational opportunities for Allen ISD students; and

WHEREAS, The Parties find that this Agreement will promote the most efficient management and use of public resources; and

WHEREAS, the Parties, in the performance of the governmental functions anticipated under this Agreement, shall make all expenditures only from current revenues legally available to such Party; and

WHEREAS, these functions and services serve the public health, safety, and welfare, promote the efficiency and effectiveness of local governments, and are of mutual concern to the contracting Parties; and

NOW, THEREFORE, for and in consideration of the foregoing and in further consideration of the mutual benefits, the Parties to the Agreement agree as follows:

Article I

Purpose

The purpose of this Agreement is to memorialize the Parties' mutual understanding, rights, and obligations relating to the implementation and administration of the Program providing for Allen ISD Student observation and learning of various subject areas of law enforcement, including experience with the practicum of law, public safety, corrections, and security programs.

Article II

The Internship Program

2.1 Access. The period of assignment shall be during regular Allen ISD academic sessions, unless otherwise specified in the Agreement.

2.2 Policies and Procedures. Allen ISD personnel, faculty and students will be subject to all applicable policies, rules and regulations established by the Allen PD for the Program. The following special policies shall apply to the Program:

- a. The Allen PD and Allen Municipal Court will charge the School no fees for the Practicum of Law, Public Safety, Corrections and Security experience afforded to the students;
- b. The student(s) will provide transportation to and from the Allen PD and Allen Municipal Court building(s);
- c. Neither Party will discriminate against any applicant for enrollment in its course of study because of race, color, creed or national origin; and
- d. Allen ISD and the City understand that each Party has a distinct, yet cooperative responsibility for the education of each Program participant.

2.3 Participation Requirements. The number of students allowed to participate in the internship program in the Allen PD will be mutually agreed upon between the School and the Allen PD at the beginning of each semester.

2.4 Designated Representative; Mutual Cooperation. Each Party shall designate a representative or representatives to meet as often as necessary, but not less than once per year, to evaluate the Program, including evaluation of the Practicum of Law, Public Safety, Corrections, and Security Education curriculums, and make such suggestions and changes as needed. The Parties shall further review the terms of this Agreement each year and may make recommendations concerning the amendment of this Agreement to advance the purpose of this Agreement.

2.5 Cost; Apportionment. The salaries and expenses of any instructor, supervisor or other employee of the Allen ISD will be paid by the Allen ISD. The Allen ISD agrees that members of its faculty will serve as consultants and on its committees of the Allen PD when requested by the Allen PD.

Article III Responsibilities of the Parties

3.1 Allen ISD's Obligations. Allen ISD shall have the following responsibilities and obligations:

- a. Allen ISD will provide the Allen PD with the names of the students who are enrolled in the Allen Independent School District's Practicum of Law, Public Safety, Corrections and Security Program; and
- b. Allen ISD shall take/make all reasonable efforts to see that all students and faculty members are instructed in the need to respect the confidential nature of all information which may come to them with respect to guest and property records.; and
- c. Allen ISD shall require the student participant and/or parent or legal guardian of the participant to execute any and all necessary releases and/or waivers on form(s) approved by the City for both the Allen PD and Allen Municipal Court. Allen ISD shall place all fully executed Program documents in the student participant's file and furnish a true and correct copy to the City prior to the start of the Program and upon request of the City; and
- d. Any student or faculty member found to be in violation of the applicable Allen PD and/or Allen Municipal Court confidentiality rules, regulations, and/or any other Program requirements will be summarily dismissed from the internship program.

3.2 City's Obligations. The City, including the Allen PD and Allen Municipal Court shall have the following responsibilities and obligations:

- a. The Allen PD and Allen Municipal Court will permit Allen ISD students to observe routines and procedures under the direct supervision and responsibility of the assigned person of the Allen PD and/or Allen Municipal Court representative; and
- b. Students may, at the discretion of the Allen PD and/or Allen Municipal Court, perform any duties that the Allen PD and/or Allen Municipal Court deems safe and legal (not involving invasive procedures or dealing with private personnel information); and

- c. The Parties understand that there is a possibility of injury for any student participating in the Program; however, Allen PD and Allen Municipal Court will take reasonable steps to provide a safe learning environment for Program participants; and
- d. In the event, one or more of the students should, independent of the Agreement, be employed by the Allen PD and/or Allen Municipal Court on a part-time or full-time basis, this article shall not apply during the hours in which such student is performing his/her official employment duties at the Allen PD and/or Allen Municipal Court; and
- e. The City further agrees to assume the following Program responsibilities:
 - i. To directly supervise Students in performance of all skills and procedures;
 - ii. To explain applicable Allen PD and/or Allen Municipal Court routines, procedures, and/or policies;
 - iii. To assist in evaluating progress and performance of all Student interns;
 - iv. Allen PD and/or Allen Municipal Court will provide progress reports as needed, if there are areas of concern regarding the Student's attitude or performance;
 - v. City retains the right to request reassignment of any Program participant; provided any such reassignment request shall be submitted in writing.
- f. The Parties understand and agree that no City, Allen PD or Allen Municipal Court employee shall be deemed a school official and/or administrator for the purpose of administering school records and that this Agreement shall be performed in full compliance with the Family Educational Rights and Privacy Act.

Article IV

Term/Termination

4.1 The initial term of this Agreement shall be effective as of the Effective Date and run for the duration of the 2017-2018 Allen ISD academic year, expiring on July 31, 2018. The Agreement shall automatically renew thereafter for successive one (1) year renewal terms, unless or until such time as it is terminated by either Party. Each renewal term of this Agreement shall be deemed effective on August 1st and expire on July 31st of the following year. Either Party may terminate the Agreement without cause, upon thirty (30) days written notice to the other Party.

4.2 Early Termination. This Agreement may be termination at any time by either Party upon the other Party's breach and/or default under this Agreement.

4.2 Notice shall be given by registered or certified mail to the other Party at the addresses set out below:

School: Allen Independent School District
612 E. Bethany Drive
Allen, Texas 75002

With Copy to: _____

Allen PD: City of Allen Police Department
205 W. McDermott
Allen, Texas 75013

With Copy to: Peter G. Smith
Nichols, Jackson, Dillard, Hager, & Smith, LLP
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201

Article V

Liability/Immunity

5.1 Handling of Claims. Each Party agrees to the extent authorized under the Constitution and the laws of the State of Texas, to be fully responsible for any and all claims for damages, costs, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement. Each Party, to the extent allowed by law and without waiving any rights, defenses or protections provided therein, agrees to be responsible for its own acts of negligence.

5.2 Joint Liability. In the event of joint or concurrent negligence of the Parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity or defense available to any Party individually under Texas law. Allen ISD shall be responsible for its sole negligence. The City shall be responsible for its sole negligence. The provisions of this Section are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

5.3 Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not signatories hereto. To the extent authorized under the Constitution and laws of the State of Texas, and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability, public official's liability, if applicable, or maintain a comparable self-insurance program.

Article VI. Miscellaneous

6.1 Assignment. This Agreement may not be assigned by any Party hereto without the prior written unanimous consent of the other Parties. No assignment, delegation of duties or subcontract under this Agreement shall be effective without the prior written unanimous consent of all Parties hereto.

6.2 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action arising as a result of this Agreement shall be in the state court of Collin County.

6.3 Legal Construction. In the event that 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

6.4 Amendment. This Agreement may be amended by the mutual written Agreement of the Parties to it.

6.5 Entire Agreement. This Agreement represents the entire Agreement among the Parties with respect to the subject matter covered by this Agreement.

6.6 No Relationship Created. The Parties agree and acknowledge that no Party is an agent of any other Party under this Agreement and that each Party is responsible for its own acts, forbearance, negligence, and deeds, and for those of its agents or employees.

6.7 Rights of Third Parties. Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create, any rights in or for the benefit of third parties.

6.8 Force Majeure. In the event that any Party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, right, civil commotion, strikes, fires, flood or by the occurrence of any other event beyond the control of such Party, then such party shall be excused from the performance of the obligations in this Agreement but only during such periods of Force Majeure.

6.9 Current Revenues. All costs or expenses incurred by any Party as a result of this Agreement shall be paid from the current revenues available to the Party incurring the cost.

6.10 Recitals. The recitals of this Agreement are incorporated herein.

6.11 Notice. All notices pertaining to this Agreement shall be in writing and shall be deemed delivered (i) when received at a Party's address if hand delivered or sent via overnight delivery service by way of USPS, UPS, FedEx, or similar carrier, or (ii) on the third (3rd) business day after being deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Parties at the respective notice addresses set forth below or at other addresses as may have been previously specified by written notice delivered in accordance with this Agreement.

6.12 Effective Date. This Agreement shall become effective as of the last date of execution hereof ("Effective Date").

Signature page to follow

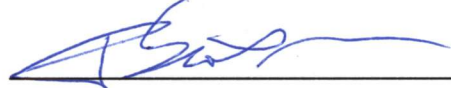
EXECUTED on this _____ day of _____, 2017.

CITY OF ALLEN, TEXAS

By: _____
Peter H. Vargas, City Manager

EXECUTED on this 31st day of October, 2017.

ALLEN INDEPENDENT SCHOOL DISTRICT

By:  _____
J. Scott Niven, Superintendent

Allen ISD does not discriminate on the basis of race, religion, color, national origin, sex, or disability in providing education or providing access to benefits of education services, activities and program, including vocation programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; section 504 of the Rehabilitation Act of 1973, as amended; and Title II of the Americans with Disabilities Act. Inquiries regarding these policies should be directed to Allen ISD Administration (972) 727-0511.