

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT WITH THE ALLEN INDEPENDENT SCHOOL DISTRICT RELATING TO THE SCHOOL RESOURCE OFFICER PROGRAM; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Allen, Texas, has been presented a proposed Interlocal Agreement by and between the City of Allen, Texas, and the Allen Independent School District, a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference (herein called "Agreement"), relating to the school resource officer program; and,

**WHEREAS**, upon full review and consideration of the Agreement, and all matters related thereto, the City Council finds that the terms and conditions thereof are found to be acceptable and in the best interests of the City of Allen and its citizens.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:**

**SECTION 1.** The Agreement is hereby approved, and the City Manager is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Allen, substantially according to the terms and conditions set forth in Exhibit "A" hereto.

**SECTION 2.** This Resolution shall take effect immediately from and after its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 24<sup>TH</sup> DAY OF JULY 2018.**

**APPROVED:**

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**Stephen Terrell, MAYOR**

**ATTEST:**

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**Shelley B. George, TRMC, CITY SECRETARY**  
(PGS/ww:7-12-18:TM100953)

**EXHIBIT “A”**

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF ALLEN, TEXAS, AND  
THE ALLEN INDEPENDENT SCHOOL DISTRICT  
REGARDING THE SCHOOL RESOURCE OFFICER PROGRAM**

## **INTERLOCAL COOPERATION AGREEMENT FOR SCHOOL RESOURCE OFFICERS PROGRAM**

This Interlocal Cooperation Agreement (“Agreement”) is made by and between the City of Allen, Texas (“City”) and Allen Independent School District (“AISD”), (individually as the “Party” or collectively as the “Parties”), acting by and through their authorized representatives.

### **RECITALS:**

**WHEREAS**, Chapter 791 of the Texas Government Code, as amended, provides authorization for units of local government to enter into Interlocal Cooperation Agreements to perform governmental functions and services; and

**WHEREAS**, the City of Allen Police Department (“Department”) presently provides peace officers as designated school resource officers (“SROs”) to AISD through the School Resource Officer Program (“SROP”); and

**WHEREAS**, AISD desires to continue to use Department peace officers at AISD campuses and facilities for the SROP; and

**WHEREAS**, the City and AISD desire for a proactive police presence to be visible throughout campuses, near entrances, in hallways, and in other areas where students congregate, particularly during arrival, dismissal, during passing periods, and during lunch time for the safety of students; and

**WHEREAS**, the Parties desire to enter into this Agreement to set forth the Parties respective rights and obligations concerning the SROP.

**NOW THEREFORE**, in consideration of the mutual promises and benefits contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follow:

### **Article I Purpose**

The purpose of the SROP is to bring the Parties together in a cooperative effort to reduce and prevent school-related violence and crimes committed by juveniles and young-adults. The SROP will operate in conjunction with AISD to maintain safe, secure and orderly learning environments for students, teachers and staff. The SROs will not be school officials for any purpose under this Agreement but may provide informal counseling for students and parents concerning problems they face as well as providing information on community resources available to them. To this end, the Parties have adopted the following primary objectives of the SROP:

- (a) Provide enhanced safety for students, faculty, staff, and others;
- (b) Reduce incidents of school violence;

- (c) Reduce criminal offenses committed by juveniles and young adults;
- (d) Establish rapport with students;
- (e) Establish rapport with parents, faculty, staff, administrators, and others;
- (f) Create, start, and expand programs with vision and creativity to increase student participation, which will benefit the students, school district, police department, and the community.

## **Article II Term**

2.1 Term. The Term of this Agreement is for one (1) year, commencing on the Effective Date of this Agreement (“Term”), and shall automatically extend for up to four (4) successive one (1) year renewal terms unless either Party provides written notice to the other of its intent not to renew this Agreement at least sixty (60) days prior to the expiration of the then current term.

2.2 Termination. Either Party may terminate this Agreement, with or without cause, by giving the other Party sixty (60) days prior written notice thereof. Any unpaid Program Fees incurred by AISD through the date of termination shall be paid in full to City within thirty (30) calendar days after AISD’s receipt of a final invoice from City.

## **Article III The School Resource Officer Program**

3.1 Number and Rank of Officers. The SROP presently consists of ten (10) full time Department peace officers certified in the State of Texas including one primary supervisor with the rank of Sergeant (or higher) and one secondary supervisor with the rank of Corporal (or higher). The Parties agree that the number of SROs will increase to at least 12 full-time officers total for the 2019-2020 school year, with an overall goal to have a total of 15 full-time officers by the 2022-2023 school year. The timeline for SRO staffing shall be as follows:

- (a) Plus one additional officer by January 2019;
- (b) Plus one additional officer by the 2019-2020 school year;
- (c) Plus one additional officer by the 2020-2021 school year;
- (d) Plus one additional officer by the 2021-2022 school year; and
- (e) Plus one additional officer by the 2022-2023 school year, and thereby reaching a full of 15 officers by the 2022-2023 school year.

Unless otherwise mutually agreed by the Parties, “full time” as used herein shall be considered an officer working four (4) 10-hour days per week at AISD facilities, with scheduling staggered to ensure proper coverage. The City agrees to schedule full time staffing in a manner which maximizes coverage during 4 day school work weeks.

3.2 Laws Governing SRO Conduct. The SROs shall be governed by the laws, policies, and procedures applicable to all other sworn Department peace officers and each may use his/her

discretionary power while engaged in the SROP to enforcing any local, state and/or federal law, including but not limited to all applicable laws contained in the Texas Education Code, the Family Educational Rights and Privacy Act, the Family Code, Health and Safety Code and the Penal Code.

3.3 SROs Enforcement of School Rules. SROs will generally enforce only criminal matters and will not engage in enforcement of non-criminal matters that are considered school and/or house rules at the respective AISD facilities. SROs shall not act in any manner as school disciplinarians under this Agreement.

3.4 Triad Concept. The Parties will work to utilize the SRO Triad concept for the SROP in the manner set forth by the National Association of School Resource Officers (NASRO); provided, that the SROs' primary role shall at all times be to serve as a certified peace officer for the Department.

3.5 SROs as Instructors. SROs may serve as an instructor resource to students, faculty, staff and/or other persons involved with AISD. SROs may use classroom environment type instruction as a means to build rapport between the students and the staff. SROs may also provide instruction a variety of subjects for the benefit of students and staff on relevant topics, including alcohol and drug education and other subjects related to law enforcement.

3.6 SROP Operational Supervision. The day-to-day operation and administrative control of the SROP will be the responsibility of the City of Allen Police Department. The City's Chief of Police, or his/her designee, (hereinafter the "Chief") shall meet and confer with designated AISD personnel annually to discuss SRO staff performance, and to establish mutually agreeable operational policies for the SROP; provided, nothing in this Agreement shall affect the right and responsibility of the Chief to assign, reassign, replace, discipline or otherwise supervise the activities of any individual SRO. Further, nothing in this Agreement shall require the City to provide an SRO or other police presence at any school activities or events outside of regular school hours. The SROs will at all times remain responsible for carrying out all duties and responsibilities of a certified peace police officer for the State of Texas and remain under the primary control and supervision of the Department.

3.7 Daily Supervision; SRO Supervisor. While on duty at AISD facility premises, communication regarding daily operational matters of the SROP such as daily routines and other general matters will occur directly between the SRO and the principal and/or vice principal of the AISD facility; provided, SROs may correspond directly with AISD superintendent's office personnel when required. The SROs will report to their assigned supervisor who will report to the Lieutenant over the Department's Support Services Division and/or the Chief. The SRO Supervisor's responsibilities will generally include, without limitation, the following:

- (a) Serve as the liaison between AISD personnel and the Department;
- (b) Manage work assignments of the SROs between various campuses;

- (c) Manage scheduling and work hours of the SROs, including all regular scheduling duties such as requests for leave, modifications to work schedules, extra assignments and overtime requests;
- (d) Review and approval of reports written by the SROs for school related criminal offenses;
- (e) Manage all SRO conduct and/or disciplinary matters concerning violation of the Department's General Orders, policies, rules, regulations and/or directives;
- (f) Coordinate reasonable and timely notification with the AISD Director of Safe and Secure Schools, or in the absence of the AISD Director, coordination will be with the AISD Assistant Superintendent of Operations; and
- (g) Engage and/or coordinate official law enforcement action on any criminal matter when appropriate.

3.8 SRO Assignment. Campus and staffing assignments shall be determined jointly between the Parties. When any SRO position becomes available, interested persons shall submit a memorandum to the office of the Chief, or his/her designee. The officer will then be interviewed by a board consisting of two (2) Department employees and one (1) school district employee with the final selection being made by the Chief. Selection criteria will include but will not be limited to:

- (a) Oral Presentation
- (b) Performance Reports
- (c) Experience
- (d) Interpersonal skills

3.9 SRO Duties and Responsibilities. The general duties and responsibilities of the SROs include the following:

- (a) Officers will provide a proactive presence on campus, outside the offices provided, during arrival, dismissal, passing periods and lunch time, as well as a proactive presence in hallways, common areas, and in the cafeteria during the school day;
- (b) education of teachers and students regarding the law, investigation of criminal activity on school grounds, drug prevention, and crisis intervention;
- (c) interaction with the student body, faculty, and visitors by providing the following upon request by AISD:
  - (i) education in crime prevention;
  - (ii) student awareness of drugs and crimes, and
  - (iii) an enhanced communication between the police and the student body.
- (d) assist in security efforts to provide a safe and secure environment on all assigned school facilities and take enforcement action on criminal matters

when appropriate;

- (e) handle initial police offense reports of crimes committed on campus;
- (f) develop contacts with all principals on all AISD campuses and assist in providing proactive responses to any school crime problems;
- (g) provide law enforcement services to include, but not limited to, the investigation, detection and enforcement of State and local criminal laws at AISD campuses and facilities;
- (h) provide assistance for the general safety of student(s) and faculty when AISD personnel are engaged in the intervention of students for certain school rules violations, such as student intervention for failure to attend school;
- (i) provide assistance, but not perform, student or administrative searches of AISD facilities, students or personnel. Notwithstanding the foregoing, SROs may search any person in connection with his/her official law enforcement duties;
- (j) assist with traffic direction on school facilities at locations determined and agreed by the Parties to be necessary for public safety;
- (k) provide informal counseling on a limited basis to students, staff, and faculty;
- (l) wear an approved police uniform at all times or other apparel approved by the Allen Police Department;
- (m) attend school special events during school hours (or at other times approved by the SRO Supervisor), when requested and available;
- (n) attend school special events that occur outside of normal school hours such as field days and/or designated educational and/or athletic events, when requested and available;
- (o) assist on various campuses in the event the designated SRO on that AISD campus is unable to fulfill his/her duties and/or if the designated SRO request assistance; and
- (p) SROs will reasonably assist the campus with Tip411/Campus Crime Stopper program; provided an SRO Supervisor shall be immediately notified if the matter is related to Allen Police Department and/or AISD personnel. SROs will not discuss AISD personnel matters received through the Tip411/Campus Crime Stopper program.

3.10 Temporary Reassignment for Public Emergencies. The Parties understand that the City retains the right to temporarily reassign any SRO, immediately and without notice to any person, when the Department makes a determination that the SRO(s) services are required in responding to a city-wide or other major emergency, provided, however, the SRO supervisor shall notify the Director of Safe and Secure Schools as soon as reasonably practical. The Department will notify AISD as soon as reasonably practicable should the SROs need to be reassigned to patrol under this Section 3.10. AISD will further be advised of any temporary non-emergency reassignments.

3.11 Information Sharing. The Parties desire to openly share any and all information relevant to the SROP or the official law enforcement duties of the SROs during the Term of this Agreement. Accordingly, the Parties expressly agree that:

- (a) the Department will share with AISD all information to the extent permitted by law related to any party for whose safety Department knows AISD is responsible, and all information pertinent to investigation; provided, however, Department shall not be required to share information which, in the sole judgment and discretion of the Chief of Police, may impede an on-going investigation, the apprehension of suspects or suspects, or the ability to obtain an indictment or conviction of a suspect or defendant, or which, if shared, would itself result in endangering person or property. Any information shared by the Department with AISD shall be treated as confidential and, except for release to other necessary law enforcement entities, released to third parties only when required by law (including, but not limited to, pursuant to requests made pursuant to the Texas Public Information Act) or when authorized in writing by the Chief of Police; and
- (b) AISD will share all information to the extent permitted by law that is needed to assist the Department in furthering an investigation of suspected or known criminal activity. In the event that educational records or personally identifiable information (as defined by the Family Education Rights and Privacy Act [FERPA] 20 USC 1232g, et seq.), is provided to a SRO, the Department agrees not to disclose such information to any other party, other than necessary law enforcement entities, without prior consent of the parent, or as otherwise required by law. If a student is involved in illegal activity regardless whether school is in session, AISD and the SRO, and vice versa, will, to the greatest extent permitted by law, share this information.
- (c) AISD will provide City inter-operability to the AISD radio communications system. AISD will be solely responsible for all costs associated with the City's access to AISD's radio communications system, including any patch(es), hardware and/or software required for the City's inter-operability to the AISD radio communications system. City shall be responsible for all other costs associated with any radio equipment owned by the City that will be used to access AISD's radio system.



- (d) AISD will further provide Department personnel unrestricted shared access to AISD's entire security camera system through the APD dispatch center and/or Department vehicles, to the extent such technology is reasonably available for vehicles: (1) with prior AISD consent during large student events (e.g., football games); and, (2) without prior AISD notification or consent in the event of an emergency situation involving an active shooter or disaster, in which the Department has determined immediate action by law enforcement is necessary to protect and/or respond to a threat of imminent harm or injury to any person on AISD property. AISD will provide formal training annually for Department personnel covering access, use and operation of the security camera system.
- (e) The Parties shall meet twice annually, once during the fall semester and once during the spring semester to review and revise communication procedures.

3.12 Office Space and Supplies. AISD shall furnish and be solely responsible for the cost associated with suitable office space and equipment that includes a telephone, AISD computer, internet connection, AISD cellular phone and a physical location for files, records and/or tangible things which can properly be locked and secured for the use by the SRO. All office space and equipment provided by AISD for the SROP shall be sufficient to meet all applicable CIJS standards (e.g., a key controlled office accessible only by authorized personnel).

## **Article IV**

### **Financial Obligations**

4.1 Joint Funding. City and AISD agree to jointly fund the SROP Program Fee in accordance with the terms set forth in this Article IV. Each Party represents and covenants that its respective financial obligations and liability hereunder shall constitute operating expenses of such Party payable from funds annually budgeted and appropriated therefore, and that such expenses shall be paid only from current revenues legally available.

4.2 SROP Program Fee. Program Fee shall consist of the salary and all other City employee benefits (excluding overtime and secondary employment as those terms are defined in this Article IV), plus one (1) vehicle, for each full-time police officer assigned duties as an SRO pursuant to this Agreement (collectively the "Program Fee"). The Parties shall share the cost of funding the Program Fee on a set percentage basis through the Term of this Agreement as follows:

<u>Number of Department Officers</u>	<u>City Percentage Share</u>	<u>AISD Percentage Share</u>
0-10	50	50
11	45.45	54.55
12	41.67	58.33
13	38.46	61.54
14	35.71	64.29
15	33.33	66.67

The salary, benefits and vehicle cost for SROs shall be determined in the City's sole discretion and subject to adjustment at any time during the Term of this Agreement, provided, however, that the Program Fee shall not be increased after July 1<sup>st</sup> of each year. The Parties agree that the City will make a reasonable effort to provide AISD a preliminary budget for the Program Fee in April of each year.

4.3 SRO Absences and Leave. The Parties agree that AISD shall not be relieved of its obligation to pay its portion of the Program Fee in the event an SRO is absent due to leave, including, without limitation, FMLA or other federally protected leave, leave for training, court appearance, subpoena. Further, each SRO shall be permitted to take up to 120 hours of voluntary leave during school days per school year. The Parties agree that the Department will not routinely approve voluntary SRO leave in excess of five (5) consecutive days during the school year. If the total voluntary leave hours accumulated during a school year exceeds the aggregate total voluntary leave hours for all SROs (calculated by multiplying the total number of SROs by 120 voluntary leave hours or the pro-rated number of voluntary leave hours for any SRO(s) serving for less than the entire school year), AISD shall be entitled to a Program Fee refund at the end of the current school year equivalent to AISD's proportionate actual cost for the total hours exceeding the aggregate total voluntary leave hours for all SROs during the school year, calculated as provided in this section. Duties other than SRO duties will not be the responsibility of AISD.

4.4 Secondary (off-duty) Employment and Overtime. Secondary employment is defined herein as employment offered by AISD directly to Department personnel for voluntary, off-duty, work assignments. AISD shall be responsible for entering into a separate, off-duty, job agreements with the City's personnel for all secondary employment. The City shall not incur any costs nor be responsible for any part of such secondary employment. Overtime employment is defined herein as employment of five (5) or more Department officers by AISD for an off-duty assignment at a single location or other work outside of regular school hours. The Parties agree that routine traffic duty shall be paid as off-duty Employment (excludes graduation and football games). The Parties agree that an authorized employee of AISD will provide the Department prior written notice of any overtime employment which shall include, at a minimum, the date(s), time(s), location and total number of officers requested for each overtime assignment. The City will provide AISD an invoice for the overtime employment detailing the names of the officers, dates and overtime hours worked, purpose or activity, and the name of the AISD administrator authorizing the overtime employment. within sixty (60) days of the date the overtime was worked by the officers. AISD shall remit full payment for all overtime charges invoiced by the City pursuant to the Texas Prompt Payment Act. Notwithstanding the foregoing, off-duty law enforcement matters involving public safety, emergencies or law enforcement duties such as late calls, arrests, and reports will be compensated solely by the City.

4.5 Payment Schedule. The Program Fee shall be determined on an annual basis by the City prior to June 1<sup>st</sup> of each AISD academic school year. AISD shall remit payment of its equal portion of the Program Fee in two (2) equal installments, the initial installment being payable on or before November 1<sup>st</sup> of the current AISD academic year and the second being payable on or before February 1<sup>st</sup> of the current academic year. The City Manager, or his/her designee, and the AISD Superintendent, or his/her designee, are authorized to establish the amount of the Program

Fee for each academic year prior to June 1, subject to City Council's and AISD School Board's appropriation of the program funding, and is further authorized to coordinate the assessment and collection of the Program Fee with duly authorized AISD personnel during the Term of this Agreement.

4.6 Training and Other Expenses. Basic training required for the SROs to maintain their qualification as a certified peace officer shall be paid by the City; provided, that AISD and the City shall share the responsibility for SRO training and AISD shall reimburse the City for seventy-five percent (75%) of all costs associated with SRO training (including associated travel costs), as mutually agreed upon, , that specifically relates to the SRO's duties or obligations under the SROP. Except as otherwise provided in this Agreement, each Party will be solely responsible for all their own expenses in performing under this Agreement. All property and equipment furnished exclusively by the City for use by the SROs in carrying out the duties set forth under this Agreement shall be owned and maintained by the City. Except as otherwise provided herein, all medical expenses, wages and disability payments, pension payments, damage to equipment and clothing, expenses of travel, food and lodging shall be borne by the City.

## **Article V**

### **Mutual Hold Harmless**

5.1 To the extent allowed by law, AISD does hereby agree to waive all claims against, release, and hold harmless the City and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

5.2 To the extent allowed by law, the City does hereby agree to waive all claims against, release, and hold harmless AISD and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

5.3 It is the intention of both Parties that this mutual hold harmless clause shall be interpreted to mean each Party shall be responsible for the actions of each Party's own employees, officials, officers, and agents. The Parties expressly agree that nothing in this Agreement shall be construed as a waiver by the Parties of any rights, privileges, defenses, remedies or immunities available to the Parties as governmental entities.

5.4 Nothing in this Agreement shall be construed as conferring any rights or benefits to any third party who is not a Party to this Agreement.

## **Article VI Dispute Resolution**

Should a dispute arise between the Parties regarding this Agreement or the terms contained herein, the Parties shall first attempt to resolve the dispute through direct discussions in a spirit of mutual cooperation. If such discussions fail to resolve the dispute, the Parties agree they shall submit such dispute to non-binding mediation with a mutually agreeable mediator. Said mediation shall be conducted within thirty (30) days following written notice of a demand for mediation by either Party, unless the Parties agree to a shorter or longer period, and the costs of such mediation shall be borne by the Parties equally. The purpose of this section is to reasonably ensure that the City and AISD in good faith utilize mediation before pursuing litigation. The Parties' participation in, or the results of any mediation under this section shall not be construed as a waiver by the Parties of any rights, privileges, defenses, remedies or immunities available to the Parties as governmental entities, nor waiver of any termination provisions, expiration dates or deadlines set forth in this Agreement.

## **Article VII Miscellaneous**

7.1 Notice. Any notice, demand or request required or permitted to be delivered hereunder shall be deemed received when delivered in person or sent by United States mail, postage prepaid, certified mail, addressed to the Party at the address set forth below:

To AISD:        Dr. Scott Niven  
                     Superintendent of Schools  
                     Allen ISD  
                     612 E. Bethany Dr.  
                     Allen, Texas 75002

To City:         Peter H. Vargas  
                     Attn: City Manager  
                     City of Allen  
                     305 Century Pkwy  
                     Allen, Texas 75013

With Copy to:   Peter G. Smith  
                     Nichols, Jackson, Dillard, Hagar & Smith, L.L.P.  
                     500 N. Akard, Suite 1800  
                     Dallas, Texas 75201

Any Party may, at any time, by written notice to the other Party, designate different or additional persons or different addresses for the getting of notices hereunder.

7.2 Legal Construction. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date of this Agreement and duly executed by both Parties.

7.3 Governing Law. The obligation and undertakings of each of the Parties to this Agreement are and shall be performed in Collin County, Texas. The validity of this Agreement and any of its terms and provisions, as well as the right and duties of the Parties, shall be governed by the laws of the State of the Texas; and any venue for any action concerning this Agreement shall be in Collin County, Texas.

7.4 Entire Agreement. This Agreement embodies the complete understanding of the Parties hereto, superseding all oral or written previous and contemporaneous agreements between the Parties and relating to the matters in this Agreement.

7.5 Severability. In the event 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 valid, illegal, or unenforceable provision had never been contained in this agreement.

7.6 Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

7.7 Immunity. Nothing in this agreement, or any other attachment, shall be construed to affect, alter, or modify the immunity of either Party under the Texas Civil Practice and Remedies Code.

7.8 Third Parties. This Agreement does not create any third-party beneficiaries. Nothing in this Agreement, or in the Administrative Regulations, or any other attachment shall be construed to create, expand, or form a basis for liability to any third-party under any theory of law against either City or AISD unless such a basis exists independent of this Agreement under State and Federal Law.

7.9 Waiver. No waiver of a breach or any provision of the Agreement by either Party shall constitute a waiver of any subsequent breach of such provision. Failure of either Party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

7.10 Effective Date.  
The effective date of this Agreement shall be the date of last execution hereof.

*(signature page to follow)*

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF ALLEN, TEXAS**

By: \_\_\_\_\_  
Peter H. Vargas, City Manager

ATTEST:

\_\_\_\_\_  
Secretary, City Council

Approved as to form:

\_\_\_\_\_  
Peter G. Smith, City Attorney  
(36.000:6.21.18:100956)

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**ALLEN INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Dr. Scott Niven, Superintendent of Schools

ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees