

Board Information Item

Information Packet

Board Agenda Information

Board Agenda Action

Board Agenda Consent

04/27/2026

Subject: Consider and Act on Amended Interlocal Agreement with the City of Grapevine for School Resource Officers

Contact Person: Rick DeMasters, Interim Superintendent
Paula Barbaroux, Chief Operations Officer
Allen Smith, Director of Emergency Management & School Security

Policy/Code: Texas Education Code, Section 37.0814

Priority and Performance Objective: Priority 1: Student Achievement and Post Secondary Preparedness
Objective 1.3: Safety and Well-Being

Priority 3: Parents, Families and Community Satisfaction and Engagement

Objective 3.1: Parents and Families Satisfaction and Engagement

Objective 3.2: Community Engagement and Partnerships

Priority 4: Strong Financial Stewardship and Internal System Efficiency

Objective 4.1: Transparent Financial Stewardship

Objective 4.2: Effective and Efficient District Operations

Summary: The proposed Amended Interlocal Agreement (Agreement) reduces the number of School Resource Officers (SROs) by one. The City of Grapevine will continue to provide an SRO in each GCISD school located in Grapevine and one for Bear Creek Elementary School in Euless. The funding source is the Tax Increment Financing Zones which, effective with the new school year, will fund 10 school resource officers and a sergeant supervisor who will

also assist and serve as an SRO, when needed. One of the SROs is dedicated to covering absences and other times when an SRO must be off campus.

The term of the Agreement is August 1, 2026, through July 31, 2027, and renews each year automatically unless either party requests termination and/or modification at least ninety (90) days before the end of the term in writing to the other party.

The total annual costs for the provision of SROs are estimated by the City at approximately \$1,764,545.

The Agreement includes a new legislative requirement for service providers, including school resource officers, to complete a pre-service affidavit verifying they have not been investigated for or convicted of misconduct involving minors. Additionally, the Agreement includes a new accreditation standard related to police and SRO access to District facilities and District video footage.

Generally, the Agreement outlines the specific duties of school resource officers (SROs), limitations for their role within the schools, training, direction, oversight, and supervision, compliance with the requirements of the Family Education Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA"), work hours, compensation for off-duty hours, and access to surveillance cameras.

Attachments:

Amended Interlocal Agreement with the City of Grapevine for School Resource Officers

Recommendation:

The recommendation is for the Board of Trustees to approve the Amended Interlocal Agreement with the City of Grapevine for the provision of School Resource Officers in all GCISD schools located in the City of Grapevine and for Bear Creek Elementary School located in Euless.

STATE OF TEXAS

COUNTY OF TARRANT

AMENDED 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 Grapevine (“CITY”) and the Grapevine-Colleyville 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 Interlocal Agreement (the “Agreement”); and

WHEREAS, the CITY and the DISTRICT seek to deploy CITY Police Department assets and resources to protect the safety and welfare of DISTRICT students, DISTRICT employees, residents, and visitors to DISTRICT facilities; and

WHEREAS, the CITY and the DISTRICT seek to expand the available resources to DISTRICT campuses to increase the law enforcement capacities and protection levels in the CITY and the DISTRICT; and

WHEREAS, the parties hereto find that the performance of this Agreement is in their common public interest, and that the services provided pursuant to this Agreement will benefit the citizens of the CITY and the DISTRICT; and

WHEREAS, the parties, in expending funds in the performance of their governmental functions or in performing such governmental functions under this Agreement, will make payments only from current revenues legally available to such party; and

WHEREAS, the parties entered into an agreement for the purpose of providing police services to DISTRICT by CITY on July 29, 2024 (“Original Agreement”), with an initial term commencing August 1, 2024, and ending July 31, 2025, with annual automatic renewals for additional one-year terms unless or until either party requests termination; and

WHEREAS, the parties wish to proceed with the automatic renewal of the Original Agreement but amend the terms of the Original Agreement as set forth herein; and

WHEREAS, the parties desire to enter into this Agreement for the purposes stated herein; and

WHEREAS, these Recitals are incorporated into this Agreement and are expressly made a part 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 initial term of the agreement shall commence on August 1, 2026, and end on July 31, 2027. It shall thereafter automatically renew annually unless either party requests termination and/or modification at least ninety (90) days before the end of the term in writing to the other party.

II.

CITY agrees to assign police officers (“Officers”) as follows:

1. One (1) officer to serve as a School Resource Officer (“SRO”) at Grapevine High School;
2. One (1) officer to serve as a SRO at Grapevine Middle School;
3. One (1) officer to serve as a SRO at Cross Timbers Middle School,
4. Five (5) officers to serve as SROs at each DISTRICT Elementary School in the CITY (Grapevine Elementary School, Cannon Elementary School, Heritage Elementary School, Timberline Elementary School, and Silverlake Elementary School),
5. One (1) officer to serve as an SRO at Bear Creek Elementary School in Euless, Texas,
6. One (1) officer to serve as a roving SRO who will cover absences and other times an SRO must be off campus at any of the campuses, and
7. One (1) sergeant to supervise, assist, and serve as a SRO, when needed.

Said officers are to serve under the direction of CITY’s Chief of Police (“Chief”) or the designee. Said officers will be administratively supported by a Sergeant. The CITY will provide equipment, uniforms, and training for the Officers. Said Officers shall conduct police activities and investigations on the designated campuses and at other properties of the DISTRICT as necessary to carry out said Officers’ duties.

As determined jointly by the representatives from the DISTRICT and CITY, additional training to be provided by the DISTRICT may include school values and mission; Texas Penal Code Section 21.12 (a) and the Educator Code of Ethics; child and adolescent development; cultural competency, positive behavioral supports, strategies and interventions, federal and state antidiscrimination and special education laws; the provisions of Texas law pertaining to the use of seclusion and restraint by school personnel; trauma informed practices; de-escalation techniques; threat assessments, compulsory attendance; suicide prevention; and school mental health.

School Resource Officers will be required to sign and comply with the DISTRICT Acceptable Use Agreement, signed by all personnel, regarding the use of the DISTRICT computer networks and internet access. As a user of the DISTRICT’s network, each SRO will be required to complete the annual State-required online training related to cybersecurity topics or provide proof of completion of said training through the CITY.

Pursuant to Texas Education Code Section 22A.055, Texas laws require all school employees and service providers, including school resource officers (SROs), to complete a Pre-Service Affidavit verifying they have not been investigated for or convicted of misconduct involving minors. CITY agrees all SRO’s working in the DISTRICT must complete the Pre-Service Affidavit, and it must be on file with the DISTRICT.

III.

The primary functions of the SRO shall be to protect the safety of students and faculty, provide campus security, investigate criminal offenses, and plan and participate in law enforcement operations designed to prevent juvenile delinquency. Nothing contained herein shall restrict an officer's method of response during investigations of criminal activity or response to behavior that violates criminal laws or threatens the safety of a student or others.

Specific Duties:

1. Monitoring access points to the school grounds and assisting in limiting access to the school grounds to authorized persons only;
2. Providing police protection of school property, personnel, and students;
3. Patrolling school property during school hours;
4. Answering calls for service and assistance from school officials or any persons in need that are campus-related;
5. Investigating criminal acts committed on and off school grounds and serving as the liaison between the DISTRICT and the Police Department and other agencies of the juvenile justice system as determined by the Chief of Police or designee;
6. Making and preparing reports and documentation on criminal activities;
7. Making court appearances, as necessary, related to events occurring within the officers' jurisdiction as addressed herein;
8. Answering calls and assisting with the facilitation of dispute resolution between students, students and school authorities, and parents and school authorities;
9. Being available as a resource person to teach, lead a discussion, or offer information on topics on which the officer has special competence due to law enforcement training;
10. Providing a high-visibility crime deterrent on school property in order to effectively promote security and order in the schools;
11. Assisting with campus assemblies, other large public events, and at other times and locations as requested by the DISTRICT and approved by the Chief of Police or designee;
12. Assisting with traffic control and direction at assigned campuses during unusual or emergency circumstances. Officers will not be utilized for traffic control on a daily basis for routine drop-off and pick-up times for students.
13. Being available to respond to a specific location upon request, when a school official is conducting a search of a student and the school official has reasonable grounds to believe that the search will discover evidence that the student has violated or is violating the law.
14. Attending meetings as requested by the DISTRICT and approved by the Chief of Police or designee; and
15. Completing other duties as assigned by the DISTRICT and agreed upon by the Chief of Police or designee.
16. All appointed SRO's will complete training as required by the CITY and DISTRICT. Any training requested by the DISTRICT will be jointly determined by the CITY and DISTRICT.

Specific Limitations:

1. SROs may assist with, but shall not be specifically assigned to perform, lunchroom duties, hall monitoring, bus duties, parking lot monitoring, or any other duties which would restrict an officer's ability to investigate or respond to threats to the school or criminal activity.
2. SROs will not enforce school rules, but may assist teachers and administrators on the designated campuses or on other DISTRICT properties in connection with the DISTRICT'S investigation of student discipline matters. SROs will not administer discipline under the DISTRICT'S Student Code of Conduct.
3. When School Administrators discuss school disciplinary matters with students or parents, SROs may be requested to attend such meetings to preserve the peace. While in that capacity, a School Resource Officer will not intervene unless a criminal violation is identified or observed or a situation has escalated.
4. Any disputes regarding assigned duties and responsibilities will be resolved between the District's Director of Emergency Management & School Security ("Director"), principal and the officer's supervisor. Should an agreement not be reached, the dispute will be resolved between the Superintendent of the DISTRICT or Designee and the CITY'S Chief of Police or designee.

In addition, a DISTRICT administrator or a Principal may request a SRO to work after-school, evening, or weekend events for purposes of security, and other security duties as requested by the DISTRICT. DISTRICT will provide reasonable notice to the SRO(s) of the need to work after school, evening, or weekend events. In the event the SRO is not available to work an after-school event, another Officer may be provided. Officers will be directly compensated by the DISTRICT or affiliated organization at a minimum rate of three (3) hours at the off duty pay rate.

The Officers may also assist teachers and administrators on the designated campuses or on other DISTRICT properties in connection with student discipline matters. Solely for the purpose of assisting in student discipline matters, the DISTRICT hereby designates the Officers as "school officials," as that term is defined in DISTRICT policy FL (Local) and in the Family Education Rights and Privacy Act and the regulations thereunder ("FERPA"). It is specifically agreed and understood, however, that the Officers may not use education records (as that phrase is defined in DISTRICT policy FL (Legal) and FERPA) or the information contained therein in connection with their police activities and duties without first obtaining the consents or authorizations required by FERPA. Copies of DISTRICT policies FL (Legal) and FL (Local) are attached hereto as Exhibits A and B, respectively.

IV.

The Parties acknowledge that the designated campuses and other DISTRICT properties are monitored by a video surveillance system. The system is designed so that the DISTRICT can enable it to be monitored by Officers remotely from the Public Safety Building and vehicles and the DISTRICT has taken the necessary steps for the system to be accessible from the Public Safety Building. Whenever the DISTRICT determines that there is an emergency and it is necessary for Officers to access the surveillance system to protect the health or safety of students or other

persons, the DISTRICT will notify the CITY of this necessity so that the CITY can begin monitoring the system. If an Officer, other than an SRO, believes that there is an emergency and it is necessary for Officers to access the surveillance system to protect the health and safety of students or other persons, the Officer shall contact his/her supervisor and describe the situation to him/her. The supervisor may determine that the use of the camera system is warranted and may allow the Officer access to those cameras by providing the Officer an access code. The supervisor shall then contact one of the following DISTRICT Administrators to notify that access to the surveillance system has occurred: the Director of Emergency Management and School Security, the Chief Operations Officer, or the Superintendent. The DISTRICT will provide the CITY with telephone numbers and email addresses to enable the CITY to contact the designated Administrators 24 hours per day, 7 days per week. If an SRO believes that there is an emergency on the campus to which that SRO is assigned and it is necessary for the SRO to monitor the surveillance system to protect the health and or safety of students or other persons, that SRO will not be required to contact his/her supervisor prior to monitoring the system. The SRO will, however, either contact the campus principal and the Director of Emergency Management and School Security, or the Chief Operations Officer regarding his/her monitoring of the system.

The DISTRICT will be responsible for granting 24-hour facility access to all members of the CITY Police Department. The DISTRICT will be responsible for assigning physical keys to SROs for access to any locked door within DISTRICT facilities.

In case of an emergency, all members of the CITY Police Department shall have 24-hour key card access to DISTRICT buildings and access to override the alarm system if necessary. Also, in case of an emergency, SROs can respond to the scene with their physical keys to access any locked door that does not have key card access. CITY Fire Department personnel have access to DISTRICT facility Knox Boxes, if needed for access during an emergency.

V.

The DISTRICT shall furnish suitable office space, computer(s), radio, and telephones for the use of the Officers, but all other operational supplies and expenses shall be furnished and paid for by the CITY. The Chief or designee shall meet and confer with the Director of Emergency Management and School Security and principals of the designated campuses from time to time, to establish mutually agreeable operational policies for the 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 Officers.

In accordance with Texas Education Code, Section 37.0814 (Armed Security Officer Required), the CITY will provide an officer at each of the campuses (detailed in section III) during regular school hours. Exigent circumstances and emergency situations surrounding the public safety of the CITY may cause an officer to be absent for a limited amount of time, but the priority will be to ensure an officer will be present during regular school hours. The DISTRICT recognizes the need for the SRO to be able to take a break and lunch during duty hours, but will do so on campus.

VI.

The total annual costs for the provision of the personnel (officers and supervisor), as described in Section II above, are approximately \$1,764,544.97. This amount factors for the maximum level of pay for personnel. Should actual personnel costs be less than the amount estimated in Section VI of this Agreement, then District reimbursement will be adjusted accordingly.

The DISTRICT agrees to reimburse the CITY one hundred percent (100%) of those costs (estimated at \$1,764,544.97) within sixty (60) days of receiving the invoice. For future years, the CITY will submit the costs of personnel (officers and supervisor) to the DISTRICT at least ninety (90) days prior to renewal and extension of the Agreement.

The governing bodies of the CITY and DISTRICT find this fair compensation for the services performed. On an annual basis, the DISTRICT's reimbursement may only be increased in accordance with the compensation plan for each position approved by the CITY.

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. 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.

In the event the agreement is terminated and/or there is a need for modification prior to the end of the term year, the compensation provided in Section VI shall be prorated to the date of termination.

X.

Claims Against Parties: Each party shall be responsible for defending or disposing of all claims arising against the respective party as a result of the services provided pursuant to this Agreement.

Entire Agreement: This Agreement contains the entire Agreement of the parties, and no other oral or written commitments shall have any force or effect if not contained in this Agreement.

If the parties to this Agreement dispute the terms, application of the terms of this Agreement, or performance hereunder, the parties hereto agree, as a condition precedent to filing or pursuing any legal remedy (including suit in any court or arbitration), the parties agree to participate in good faith in a full day of non-binding mediation, assisted by a trained neutral mediator.

Severability: In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalidity, illegality, or unenforceable provision had never been contained in this Agreement.

Authority: The signatories to this Agreement are authorized to execute this Agreement on behalf of the parties, and each party certifies to the others, that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

Applicable Law: This Agreement is governed by the laws of the State of Texas and venue of any action brought to enforce the terms hereof shall lie exclusively in Tarrant County, Texas.

Legal Construction: In case 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 of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

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 and shall be effective upon execution by all parties.

EXECUTED this _____ day of _____, 2026.

CITY OF GRAPEVINE

Bruno Rumbelow, City Manager

Approved as to form:

City's Attorney

EXECUTED this _____ day of _____, 2026.

GRAPEVINE-COLLEYVILLE INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Approved as to form:

District's Attorney