

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL COOPERATION CONTRACT IN THE FORM OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF DENTON AND THE DENTON INDEPENDENT SCHOOL DISTRICT (DISD), FOR REIMBURSEMENT TO THE CITY IN THE ESTIMATED AMOUNT OF \$309,703 FOR COMPENSATION AND BENEFITS OF NINE STUDENT RESOURCE OFFICERS (SROs) ASSIGNED AT DISD FOR THE PERIOD OF FEBRUARY 3, 2025 THROUGH JUNE 30, 2025, REPLACING THE CURRENT MOU WITH DISD FOR SROs THAT WAS EFFECTIVE ON JULY 1, 2024; REASSIGNING THE POLICE LIEUTENANT ASSIGNED TO THE SRO PROGRAM BACK TO THE POLICE DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton ("City") and the Denton Independent School District ("DISD") desire to enter into a contract to provide Student Resource Officers (SRO); and

WHEREAS, the mission of the SRO Program is the reduction and prevention of school related crime committed by juveniles and young adults, while providing safety and security for the students, faculty and staff; and

WHEREAS, on August 20, 2024, the City Council approved Ordinance No. 24-1252, an Interlocal Cooperation Contract in the form of a Memorandum of Understanding (hereafter referred to as the "2024 MOU"), providing that for the 2024-2025 academic year, DISD agreed to reimburse the City for the annual salary and fringe benefits of nine (9) Student Resource Officers at a rate of fifty (50) percent and one Lieutenant at the rate of one-hundred (100) percent, effective July 1, 2024, through June 30, 2025; and

WHEREAS, representatives of DISD and the City met on December 17, 2024, and discussed changes to the 2024 MOU that would be beneficial to both parties, including no longer assigning a Lieutenant to DISD; and

WHEREAS, changes to the 2024 MOU triggers Section VII of the 2024 MOU (Termination), which allows either party to terminate the MOU by providing thirty (30) days' written notice to the other party; and

WHEREAS, on December 18, 2024, the City provided DISD with written notice of termination of the 2024 MOU effective February 3, 2025, as well as a copy of the proposed changes to the 2024 MOU; and

WHEREAS, representatives of the City and DISD have agreed upon a revised MOU (hereafter referred to as the "2025 MOU"), attached hereto as Exhibit "A," effective February 3, 2025, through June 30, 2025; and

WHEREAS, passage of the 2025 MOU is contingent upon approval by the DISD Board of Trustees and the City Council, which is scheduled for January 14, 2025; and

WHEREAS, approval of the 2025 MOU by the DISD Board of Trustees and the City Council will replace the existing MOU, with the 2025 MOU effective on February 3, 2025; and

WHEREAS, the City and DISD agree to and by the execution hereof are bound to the mutual obligations outlined in the 2025 MOU attached hereto as Exhibit "A" and made a part hereof by reference; and

WHEREAS, the City Council of the City of Denton hereby finds that the Interlocal Cooperation Contract, in the form of the 2025 MOU between the City and DISD, serves a municipal and public purpose, is in the public interest, and of a benefit to the citizens of the City of Denton;

NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1: The findings and recitations contained in the preamble of this Ordinance are incorporated herein by reference.

SECTION 2: That the City Manager, or her designee, is hereby authorized to execute the Interlocal Cooperation Contract, in the form of the 2025 MOU with the DISD, which is attached hereto as Exhibit "A" and made a part hereof for all purposes, to carry out the duties and responsibilities of the City under that MOU.

SECTION 3: That all prior actions taken by the City in furtherance of the 2025 MOU are hereby ratified.

SECTION 4: Provided that the DISD Board of Trustees approves the 2025 MOU on January 14, 2025, the MOU between the City and DISD effective July 1, 2024, is hereby replaced, and this Ordinance shall become effective immediately upon its passage and approval by the City Council, with the 2025 MOU effective February 3, 2025, and terminating on June 30, 2025.

SECTION 5. Should the DISD Board of Trustees not approve the 2025 MOU, the 2024 MOU shall remain in effect until its scheduled termination on June 30, 2025.

The motion to approve this Ordinance was made by _____ and seconded by _____; this Ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, Mayor Pro Tem, District 3:	_____	_____	_____	_____

Joe Holland, District 4: _____
Brandon Chase McGee, At Large Place 5: _____
Jill Jester, At Large Place 6: _____

PASSED AND APPROVED this the _____ day of _____, 2025.

GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY


BY: 

EXHIBIT "A"

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MOU) is between Denton Independent School District (hereinafter "DISD") and the City of Denton, a Texas home rule municipal corporation (hereinafter "City").

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating entities listed above. This MOU constitutes an Interlocal Cooperation Contract pursuant to Chapter 791 of the Texas Local Government Code, to assist the Parties with performing their governmental functions. Any costs associated from this MOU shall be made from current revenues then available to each Party.

I. Purpose

This MOU establishes and delineates the mission of the Student Resource Officer Program, herein referred to as the SRO Program, as a joint cooperative effort, whereby the City hereby wishes to provide one or more Student Resource Officers for the SRO Program, and DISD wishes to share the costs of the City's providing Student Resource Officers. Additionally, the MOU formalizes relationships between the participating entities to provide a "student centric" approach towards building a positive relationship between police officers and students.

II. Mission

The mission of the SRO program is to create and maintain a safe, secure, and orderly learning environment for students, school officials, teachers, and staff. The SROs will establish trusted communication between students, parents, teachers, and school officials. SROs will serve as positive role models to instill good moral standards, judgment and discretion, respect for others, and a sincere concern for the school community. SROs will promote awareness of the law to enable students to become better informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations, as well as consequences for violating the law. SROs will serve as a resource for students, school officials, and parents and will provide information on available community resources. The following goals are established to accomplish this mission.

III. SRO Program Goals

The following goals are established to accomplish the mission of the SRO Program:

- 1) Promote a safe environment for students, faculty, and staff.
- 2) Reduce criminal offenses committed by juveniles or young adults by utilizing both proactive and reactive law enforcement measures.
- 3) Establish a positive approach with students, faculty, administrative staff, and parents.

IV. Organizational Structure

A. Composition

The SRO program will consist of full-time Denton Police Department (DPD) personnel who are certified peace officers for the State of Texas and meet all requirements as set forth by DPD General Orders. SROs will be assigned to the following schools:

- Denton High School
- Ryan High School
- Guyer High School
- Calhoun Middle School
- Strickland Middle School
- McMath Middle School

B. Operational Procedures

The daily operation and administrative control of the SRO Program is the responsibility of DPD. Responsibility for the conduct of SROs, both personally and professionally, remains with the DPD. The department shall retain supervision of SROs to oversee the SRO Program.

C. SRO Duties

SROs, first and foremost, are Law Enforcement Officers. SROs are responsible for carrying out all duties and responsibilities of a police officer and shall at all times, through the chain of command, remain under the exclusive control of DPD. SROs are enforcement officers in regard to CRIMINAL matters only. SROs shall not enforce any "school or house rule," as they are not school disciplinarians and should not assume this role. SROs will not become involved in administrative matters of the DISD which are not criminal matters. SROs are to be used as a law enforcement resource to assist students,

faculty, staff, and all persons involved with the DISD. SROs may be called upon to teach a variety of law enforcement related subjects to students, school staff, and officials. Teaching is not only a formal opportunity to educate the campus population, but also another method to build rapport with students, school staff, and officials.

DPD SROs responsibilities will include, but not limited to:

- 1) Enforcing criminal law and protecting the students, staff, and public at large against criminal activity, and taking enforcement action on criminal matters when appropriate;
- 2) Taking initial reports of crimes committed on campus and, if practical, investigating these crimes according to the case clearance criteria of DPD;
- 3) Providing information concerning law enforcement topics to students, school officials and staff;
- 4) Providing mentoring/coaching on a limited basis, to students, school officials, and staff;
- 5) As time allows, presenting information in the classroom on a variety of topics including, but not limited to, narcotics, personal safety, criminal law, leadership and life skills; and
- 6) Assisting staff with unusual or temporary problems related to law enforcement matters which may require SROs on occasion to be assigned to monitor halls, buses, lunchroom, etc. on the school campus, but at no time will an SRO be regularly assigned to monitor such areas.

D. Supervisor Duties

The Parties desire to create a Supervisor position, at the level of Sergeant for DPD, who will provide supervisory duties for DPD SROs assigned to the DISD and provide safety coordination for DISD. This position shall work solely with DISD, except during times when DPD emergencies require the Supervisor's presence.

The Supervisor position shall be a Full-Time Employee of the Denton Police Department, and the City of Denton is responsible for paying one hundred (100) percent of the salary and benefits of this position.

V. School District Responsibilities

DISD shall provide the Sergeant and the SRO of each campus with the following facilities and materials deemed necessary to the performance of the Sergeant and SRO's duties:

- 1) An air conditioned and properly lighted, private office, which may be used for general business purposes, located as close as possible to the main entrance of the school
- 2) A desk with drawers, chair, and a locking filing cabinet
- 3) A computer and printer

A. Reimbursement

Effective February 3, 2025, through June 30, 2025, DISD agrees to reimburse the City of Denton for the annual salary and fringe benefits at a rate of fifty (50) percent for nine (9) SROs. Reimbursement of the SRO's annual salary is inclusive of any overtime, longevity pay, assignment pay, certification pay, holiday pay, and any other pay each assigned SRO may be eligible to receive under the Meet and Confer Agreement between the City of Denton and the Denton Police Officers Association and/or under Chapter 143 of the Texas Local Government Code for SROs assigned to the following campuses:

- Denton High School
- Ryan High School
- Guyer High School
- Calhoun Middle School
- Strickland Middle School
- McMath Middle School

The amount of reimbursement set forth in Section V Paragraph A of this Memorandum of Understanding shall, effective the date of the execution hereof, be as set forth in Attachment A hereto and made a part of this MOU by reference. The amount of such reimbursement shall thereafter be adjusted not less frequently than annually in accordance with the setting of annual salary and benefits for the SROs by the Denton City Council.

VI. Denton Police Department Responsibilities

DPD will endeavor to have SROs available for duty at their assigned school each day that school is in session during the regular school year. There is no requirement for DPD to furnish substitute officers on days when the assigned SRO is absent.

DPD agrees to invoice DISD quarterly for all monies owed as a result of this MOU, and to submit appropriate payroll documentation with the invoice. All invoices will be due immediately and should be paid within thirty (30) days of receipt by DISD.

VII. Termination

This MOU may be terminated by either party upon thirty (30) days' written notice in writing to the other party at the addresses provided below. Further, this MOU will automatically terminate in accordance with provision VIII, Timeframe, below. DISD shall be responsible for its respective share of the SROs ongoing costs incurred as of the termination date of this MOU.

VIII. Timeframe

This MOU will commence on February 3, 2025, and will terminate on June 30, 2025, at the end of the 2024-2025 school year.

Agreed to in cooperation with the City of Denton Police Department and the Denton Independent School District.

AUTHORIZED SIGNATURES

Sara Hensley, City Manager
City of Denton
215 E. McKinney
Denton, Texas 76201

Date

Dr. Susannah Holbert O'Bara
Superintendent of Schools
Denton Independent School District
1307 N. Locust
Denton, Texas 76201

Date

ATTEST:

Lauren Thoden, City Secretary
City of Denton

By _____

APPROVED AS TO FORM

Mack Reinwand, City Attorney

By: 

Attachment A

FY 2024-2025 Estimated DISD Quarterly Billing Plan

2024		2025		Total
FIRST QUARTER (Jul, Aug, Sep)	SECOND QUARTER (Oct, Nov, Dec)	THIRD QUARTER* (Jan, Feb, Mar)	FOURTH QUARTER (Apr, May Jun)	
\$209,701	\$241,140	\$190,592	\$190,797	\$832,231

Note: FY 2024-2025 estimate includes 50% reimbursement of salary/benefits for nine (9) SROs located at DISD High Schools and Middle Schools. Third quarter reimbursement includes annual cost of living increase per Meet and Confer Agreement.