

**CITY OF SANDY OAKS CITIZEN COMPLAINT REVIEW BOARD  
MEMBER NON-DISCLOSURE, CONFIDENTIALITY, AND INDEMNITY AND  
HOLD HARMLESS AGREEMENT**

I, \_\_\_\_\_, the undersigned, an appointed member of the City of Sandy Oaks Citizen Complaint Review Board (“CCRB”), do hereby enter into this Non-Disclosure, Confidentiality, and Indemnity and Hold Harmless Agreement and agree as follows:

1. I understand that as a result of my appointment to the CCRB and its association with the Sandy Oaks Marshal/Police Department (“SOPD”), I may be the recipient of information, documentation or materials related to or in the possession of the City of Sandy Oaks (“City”), the SOPD or City of Sandy Oaks Municipal Court, which may include, but is not limited to, that related to the investigation of alleged misconduct of an officer or employee of the SOPD, personnel records related to an officer or employee of the SOPD subject of a citizen complaint, information related to criminal history, information related to criminal investigations, information related to witnesses or victims of crimes, or other documents or data of the City, the SOPD, or the Municipal Court, such information or documents which in and of themselves or by implication, are confidential or sensitive in nature, involve internal police matters, or may involve individual privacy interests (hereinafter “Confidential Information”).
2. I understand that the disclosure of Confidential Information may cause irreparable harm to individuals involved, including an officer or employee of the SOPD and witnesses or victims of crimes or alleged misconduct of an officer or employee of the SOPD, and I therefore agree that I shall not disclose any Confidential Information, except in accordance with SOPD policy or regulations or permission of the Marshal/Chief of Police (“Chief of Police”). I understand the receipt of such Confidential Information is limited to my participation as a member of the CCRB and I shall not misuse Confidential Information by, among other things, accessing it without the authorization of the Chief of Police, accessing it by exceeding such authorization, accessing it for purposes other than to assist me in performing my duties as a member of the CCRB, or using or distributing it for any purpose other than those purposes directly related to my duties as a member of the CCRB. I am responsible for the safekeeping of such Confidential Information in my possession and in the manner approved by the SOPD and for the handling of such Confidential Information to prevent their disclosure to unauthorized persons. I agree to destroy all notes taken at meetings prior to leaving the meeting room, except in cases where a final recommendation is not made then I shall give all notes and Confidential Information in my possession to the Chief of Police for safekeeping.
3. I have a personal and individual responsibility for the protection of all such Confidential Information in my possession no matter how acquired and understand that I may be personally liable and may be subject to administrative, civil, or criminal penalties, if I disclose or allow the disclosure of such Confidential Information that I obtained or acquired during my appointment to the CCRB without the permission of the Chief of Police.
4. I confirm that I am qualified for this position as required by Ordinance No. 2021-181, that is: I have no misdemeanor convictions three years prior to appointment (includes class “C”

offenses but does not include violations of city traffic ordinances or codes or the Texas Transportation Code) and no felony convictions; I have no pending criminal charges before a court of competent jurisdiction; I have no outstanding debts owed to the City; and I have no outstanding citations issued by the City (except for violations of city traffic ordinances or codes) or legal matters before the City.

5. **IN CONSIDERATION OF MY RECEIPT OF CONFIDENTIAL INFORMATION AND TO THE FURTHEST EXTENT ALLOWED BY LAW, I DO HEREBY AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF SANDY OAKS, INCLUDING THE SANDY OAKS POLICE DEPARTMENT, AND EACH OF ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS (HEREINAFTER COLLECTIVELY REFERRED TO AS "CITY/SOPD") FROM ANY AND ALL LOSS, LIABILITY, FINES, PENALTIES, FORFEITURES, COSTS AND DAMAGES INCURRED BY THE CITY/SOPD, MYSELF OR ANY OTHER PERSON, AND FROM ANY AND ALL CLAIMS, DEMANDS AND ACTIONS IN LAW OR EQUITY (INCLUDING ATTORNEY'S FEES AND LITIGATION EXPENSES), ARISING OR ALLEGED TO HAVE ARISEN DIRECTLY OR INDIRECTLY FROM MY DISCLOSURE OF ANY CONFIDENTIAL INFORMATION THAT I OBTAINED OR ACQUIRED AS A RESULT OF MY APPOINTMENT TO THE CCRB TO ANY UNAUTHORIZED PERSON. THE DUTY TO DEFEND HEREUNDER IS WHOLLY INDEPENDENT OF AND SEPARATE FROM THE DUTY TO INDEMNIFY AND SUCH DUTY TO DEFEND EXISTS REGARDLESS OF ANY ULTIMATE PERSONAL LIABILITY.**
6. If a breach of any provision of this agreement occurs, it may result in loss of my appointment with the CCRB and access to police facilities, documents and records and Confidential Information, personal liability or administrative, civil, or criminal penalties as permitted by law.
7. My obligations under this agreement shall survive after the expiration, termination or completion of my term as a member of the CCRB.
8. I acknowledge that I (i) have read and fully understand the content of this Non-Disclosure, Confidentiality, and Indemnity and Hold Harmless Agreement; (ii) am aware that this is a contract between the City/SOPD and the undersigned; (iii) have had the opportunity to consult with my attorney, in my discretion regarding any and all provisions of this agreement; and (iv) am fully aware of the legal consequences of breaching the provisions herein by signing this document.

I am aware that the signing of the Non-Disclosure, Confidentiality and Indemnity and Hold Harmless Agreement is a condition of my appointment to the CCRB.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Felipe Lopez, Chief of Police

\_\_\_\_\_  
Date