

INTEROCAL AGREEMENT ADDENDUM #1

This Addendum No.1 to the Interlocal Cooperation Agreement Between the City of New Braunfels, Texas and New Braunfels Independent School District for School Resource Officers (this "Addendum No. 1") is dated effective upon full execution of the Interlocal Agreement and this Addendum No. 1.

WHEREAS, on August 10, 2020, the City of New Braunfels at a lawfully called meeting, approved and executed the Interlocal Cooperation Agreement Between the City of New Braunfels, Texas and New Braunfels Independent School District for School Resource Officers ("Interlocal Agreement");

WHEREAS, on September 14, 2020, the New Braunfels Independent School District at a lawfully called meeting, approved and executed the Interlocal Agreement and Addendum No. 1, with the Interlocal Agreement being subject to and contingent on the City of New Braunfels approval of Addendum No. 1;

WHEREAS, the parties hereto wish for this Addendum No. 1 to amend and/or supplement the Interlocal Agreement as set forth herein; and

WHEREAS, the Interlocal Agreement and this Addendum No. 1 are hereby referred to as the "Agreement."

NOW THEREFORE, in consideration of the foregoing premises, the parties hereto agree as follows:

1. In the event of any conflict among this Addendum No. 1 and the Interlocal Agreement, this Addendum No. 1 shall control.
2. All capitalized terms contained in this Addendum No. 1 shall, unless otherwise defined herein, have the meaning given to them in the Interlocal Agreement.
3. Section 1.2 of the Interlocal Agreement is amended by replacing it as follows:

1.2 SROs shall be hired pursuant to state civil service laws and the City of New Braunfels hiring policies, shall be fully qualified as police officers, and trained in the capacity of SROs, in the State of Texas. SROs shall be solely directed by the Chief of Police and his designees within the New Braunfels Police Department to patrol and provide a police presence on such properties and campuses owned, operated, or leased by NBISD within the Service Area. The City and NBISD agree to jointly interview and select personnel to fill the position of SRO in accordance with the City policies and procedures. NBISD understands that the Chief of Police may at times have to rotate or change any officer assigned to serve as an SRO; provided, however, that both NBISD and the City agree that consistency in the assigned officer is a priority and NBISD may request the Chief of Police not to assign any particular officer assigned as SRO at any time for good cause and request assignment of a different officer.

4. Sections 2.1 and 2.2 of the Interlocal Agreement are hereby deleted in their entirety and replaced as follows:

2.1 For the purpose of subsidizing the expenses incurred by the City in the employment and retention of SROs and supplying SROs with necessary equipment, NBISD agrees to reimburse the City seventy-five percent of the annual base salary, benefits, personnel services, and associated costs of providing services, including equipment, vehicles, and any other contractual services necessary for the performance of the SRO duties performed under this contract.

- a. The City shall keep and maintain accurate records of dates of services and the hours served by the SRO.
- b. The City will calculate the estimated base salary and benefits for the four designated SROs. For the purpose of this agreement base salary does not include overtime or any other additional pays offered to NBPD personnel such as longevity pay, certification pay, education pay, etc.
- c. For the purpose(s) of Budget development, NBISD will request from the City an estimate for the annual cost of the program for the following fiscal year and the City shall provide such an estimate. It is anticipated that the annual cost will increase to account for compensation and benefit increases as well as the potential replacement of equipment and vehicles.
 - a. Notwithstanding the termination provisions provided in Section III of the Interlocal Agreement, in the event the estimate for the annual cost of the program exceeds five percent compared to the prior year cost, the NBISD may terminate this Agreement upon at least thirty days written notice from July 31st and such termination shall be effective on July 31st, the end of the annual year under this Interlocal Agreement.
- d. During the fiscal year, the City will provide NBISD with a quarterly invoice to for the associated costs of the SRO program. To align with the NBISD fiscal year, the City and NBISD agree to the following billing schedule.



Period
July – September
October – December
January – March
April – June

Each bill will be equal to approximately 25% of the annual cost of the program as set forth in 2.1 above. NBISD will pay all invoices within thirty days out of current revenue funds. Invoices will be provided after each service period and include documentation that substantiates the base salary for each SRO, amortization schedule for outstanding vehicle acquisition costs and proof of purchase for any new/replacement equipment.

- e. Overtime hours that relate to SRO duties must be authorized and approved by Police Chief or designee prior to the performance of the overtime work and will be paid in accordance with procedures established by the City.

- f. With two business days' notice, the City shall promptly provide NBISD to access to all records maintained by the City for any SRO services provided pursuant to this agreement.
- 5. Except as specifically amended by this Addendum No.1, the Interlocal Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 1 to be executed as of the Commencement Date.

CITY OF NEW BRAUNFELS, TEXAS

NEW BRAUNFELSISD

BY: _____

BY: _____

Name: _____

Name: Randy Moczygemba

Title: _____

Title: Superintendent of Schools

Date: _____

Date: _____