

FIRST AMENDMENT
OF THE INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF NEW BRAUNFELS, TEXAS AND NEW
BRAUNFELS INDEPENDENT SCHOOL DISTRICT

This First Amendment of the Interlocal Cooperation Agreement Between the City of New Braunfels, Texas and the New Braunfels Independent School District is entered into as authorized by Section 9.1 of the original Interlocal Cooperation Agreement (ILA) between the City of New Braunfels, Texas (“the City”) and the New Braunfels Independent School District (“NBISD”), dated June 17, 2024 (hereinafter referenced as the “Agreement”). The governing bodies of each contracting party have voted to approve this Amendment prior to its execution by the New Braunfels City Manager and the President of the New Braunfels ISD Board of Trustees

Amendments

The City and NBISD now desire to amend those certain terms of the Agreement as more particularly set forth below:

- 1.1 The City of New Braunfels, Texas agrees to assign police officers from its department to be employed full-time by the City of New Braunfels, Texas, to perform law enforcement services for NBISD as School Resource Officers ("SROs") in the Service Area. The primary purpose of SROs is to patrol NBISD property and campuses to protect all students, personnel, and visitors from physical harm, to prevent property loss due to theft or vandalism; to enforce all laws, including municipal ordinances, county orders, and state law, and to work in coordination with campus officials and NBISD administration (the "Services"). SROs assigned may also:
 - act as a resource person in the area of law enforcement education at the request of NBISD staff; speak to classes about the law, search and seizure, drugs, motor vehicle laws, and other law enforcement topics;
 - perform other duties as mutually agreed upon, provided that the duty is legitimately and reasonably related to the Services as described herein and is consistent with federal and state law, local ordinances and orders, laws applicable to NBISD, NBISD's policies, procedures, rules, or regulations relating to the subject matter of this Agreement, and the policies, procedures, rules, and regulations of the New Braunfels Police Department.
 - serve as community resource for students and parents concerning problems they face, as well as provide information on resources available to them.

- If an SRO encounters a school code violation in his or her assigned school, the SRO shall attempt to notify school officials of the violation, and the school officials shall mete out discipline for the violation. Unless the school code violation also involved criminal conduct, SROs are not responsible for discipline of any student.
 - NBISD has provided the City with a complete copy of its policies, procedures, rules, and regulation applicable to the subject matter of this Agreement and will promptly provide each of them with any changes thereto.
- 1.2 In addition to the officers who are assigned as full-time SROs, the City agrees to assign up to two commissioned peace officers from its department, subject to availability, who are willing to serve overtime hours performing law enforcement services for NBISD as School Resource Officers ("SROs") in the Service Area. These hours will be in addition to the peace officer's normal hours performing their regular law enforcement for the City. Commissioned peace officers who serve in this capacity will have the same duties as those who are assigned as full-time SROs under Section 1.1.
- 1.5 The NBPD and NBISD each agree to maintain specially identified liaison personnel for their mutual benefit during the term of this Agreement. The liaisons named by the City shall serve as the initial point of contact for any inquiries made pursuant to this Agreement by NBISD and initially respond to any such inquiries by NBISD. The liaison named by the NBISD shall serve as the initial point of contact for any inquires made pursuant to this Agreement by the City (NBPD) and initially respond to any such inquiries by the City. The liaison shall be named in writing in the Agreement. Subsequent changes in liaison personnel shall be communicated by the respective parties in writing.

NBPD Liaison, Designated by the Chief of Police:

John McDonald, Captain
3030 West San Antonio Street New
Braunfels, Texas 78130

NBISD Liaison:

Stephen Brown, Director of Safety and Security
New Braunfels ISO
1000 N. Walnut Avenue
New Braunfels, Texas 78130

- 2.1 For the purpose of subsidizing the expenses incurred by the City in the employment and retention of SROs hired under Section 1.1 and supplying SROs hired under Section 1.1 with necessary equipment, NBISD agrees to pay, out of currently available revenues, the City each school year quarter during the active school year seventy-five percent (75%) of the direct costs incurred by the City, including salaries, benefits, personnel services, and

associated direct costs of providing services, including but not limited to, furnishing adequate and appropriate supplies, training and compensation for associated training time, equipment, vehicles, and any contractual services necessary for the performance of the SRO duties performed under this Agreement. Overtime expenditures incurred by SROs for SRO duties will be billed at 100% to NBISD.

- a. The City shall provide the SRO with all wages, salaries, or other compensation, and benefits of similarly situated and classified employees of the City. The City shall also be directly responsible for the payment of all payroll taxes, bond costs, retirement contributions, overtime, social security taxes, if any, and all other payroll expenses.
- b. The City shall keep and maintain accurate records of dates of service and the hours served by the SRO. The City shall be responsible for calculating and documenting the charge for services rendered pursuant to this Agreement.
- c. Overtime hours that relate to SRO duties must be authorized and approved by the NBISD Superintendent or designee prior to the performance of the overtime work and will be paid in accordance with procedures established by the City.
- d. The City will issue NBISD with a quarterly invoice for the salary, corresponding amount of taxes paid, benefits, overtime, and personnel services of the SRO within thirty days after the end of each quarter, and such invoices shall include detailed expenditures, and individual SRO timesheets that include overtime. Each invoice will be accompanied by an amortization schedule for all billed vehicles and equipment that shows the remainder of the payments due. The quarters in which the City will bill NBISD are as follows: Q1: July-September, Q2: October-December, Q3: January-March, Q4: April-June.
- e. Each year in January, the New Braunfels Police Department will provide a preliminary cost estimate for the SRO program for the following year. The estimate will be updated in May of each year and provided to the District.
- f. NBISD will pay all invoices within thirty days of receipt out of current revenue available.
- g. With 48-hour notice, the City shall promptly provide NBISD with access to all time calculation records maintained by the City for any SRO services provided pursuant to this Agreement.

2.2 For the purpose of reimbursing the expenses incurred by the City in connection with City peace officers overtime service as SROs, NBISD agrees to pay, out of currently available revenues, the City each quarter the overtime salary costs incurred by the City for the performance of the SRO duties performed under this Agreement.

3.2 This Agreement may be terminated at any time by any Party, with or without cause, upon one Hundred Eighty (180) days written notices prior to January 1st of the year the notice is delivered to the other Party. No termination will relieve the obligation of NBISD to pay the City of New Braunfels for any amounts due and payable for Services performed hereunder prior to termination. Unless termination is subject to Section 3.3, if NBISD terminates this Agreement during any year, then NBISD shall be responsible for the remaining annual consideration for the authorized SROs as provided for under this Agreement unless any of the SROs leave the employment of the City, and the NBISD shall be granted a proportionate reduction.

All other terms and conditions of the Agreement will remain in full force and effect. If there is conflict

between this Amendment and the Agreement, the terms of this Amendment will prevail. After execution, this Amendment will become integrated into the Agreement for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, and it is effective as of ____ day of _____, 20__.

NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT:

By:_____

President, New Braunfels ISD Board of Trustees

DATE: _____

CITY OF NEW BRAUNFELS, TEXAS

By:_____

Robert Camareno
City Manager

DATE: _____