

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

This Interlocal Agreement for School Resource Officers (hereinafter referred to as “SROs”) is made and entered into by the City of New Braunfels, Texas (hereinafter referred to as “City”), a political subdivision of the State of Texas acting through its City Council, and the New Braunfels Independent School District (hereinafter referred to as “NBISD”), a political subdivision of the State of Texas acting by and through its Board of Trustees (the City of New Braunfels, Texas and NBISD collectively referred to as “Parties”), and in this regard hereto mutually agree and state as follows:

WITNESSETH

WHEREAS, Chapter 791.001 *et. seq* of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services; and as permitted in 21.483 of the Texas Education Code;

WHEREAS, the City’s New Braunfels Police Department may commission peace officers to provide necessary security and protection and determine the jurisdiction of such peace officers; and

WHEREAS, NBISD has determined it is in its best interest to enter into an agreement with the City of New Braunfels, Texas to provide such law enforcement services to NBISD, and it has specifically authorized the subject peace officers (“School Resource Officers”) to carry weapons in performing such services at all NBISD schools and properties within the City’s corporate limits and within NBISD’s jurisdiction and NBISD’s campuses in the City of New Braunfels, Texas (the “Service Area”); and

WHEREAS, the City of New Braunfels has determined it is in the best interest of its citizens to assign city police officers to provide enhanced law enforcement services to NBISD within the Service Area, and to patrol areas within the Service Area; and

WHEREAS, NBISD is willing to reimburse the City seventy five percent of the salaries, benefits, and associated costs, including equipment, of the officers assigned to provide the services of SROs as set out herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

The Superintendent of NBISD, the Chief of the New Braunfels Police Department, and the City Manager of the City of New Braunfels, Texas are hereby authorized and directed to execute this Agreement on behalf of the Parties.

I.

1.1.1 The City of New Braunfels, Texas agrees to assign four (4), or more as long as staffing needs allow between both parties, 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;
- 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 on 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.
- 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 involves criminal conduct, SRO’s are not responsible for discipline of any student.
 - NBISD has provided the City with a complete copy of its policies, procedures, rules, and regulations applicable to the subject matter of this Agreement and will promptly provide each of them with any changes thereto.

1.1.2 NBISD and City at least annually will evaluate the number of SROs to be provided and may increase or decrease the number of SROs by mutual agreement. Any change to the number of SROs covered by this agreement shall be made by amendment in accordance to Section 9.1.

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 a SRO’s, in the State of Texas. SROs shall solely be 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 Parties understand that the assignment to School Resource Officer is solely up to the discretion of the Chief of Police, but the NBISD Superintendent or his designee shall make recommendations on the selection of the SROs. The officers to be assigned and the length of the individual assignments shall remain within the Chief’s sole discretion. NBISD Superintendent or his designee shall make recommendations to the Chief of Police or his designee as to which campuses the SROs shall be placed. NBISD will have a representative to participate in the employment interview process of the SRO candidates.

1.2.1 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 inquiries 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:

Lt. D. Blevins
1488 S. Seguin Ave.
New Braunfels, Texas 78130

NBISD Liaison:

Jay Huffty
Director of Safety and Security
New Braunfels ISD
1000 N. Walnut
New Braunfels, Texas 78130

1.0 NBISD agrees to report all incidents involving students on and off campuses within the Service Area to the New Braunfels Police Department in accordance with Chapter 37 *et. seq* of the Texas Education Code, SB 2135, SB 1707. Subject to NBISD's obligations under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, NBISD agrees to provide (a) unrestricted access to student and personnel records as necessary for the investigation of criminal offenses or to ensure the safety and security of school campuses or events, and (b) unrestricted access to technology installed at campuses within the Service Area, including surveillance cameras to provide for the safety and security of campuses. SROs shall be designated as "a school official" under NBISD Policy SROs shall maintain the confidentiality of student records as required by FERPA.

1.1 When an SRO takes a person into custody in the course of duty under this Agreement, City of New Braunfels shall notify NBISD of the incident within the time frame required by law and, to the extent permitted by law, the disposition of the matter. In addition, to the extent permitted by applicable law, SROs shall report to NBISD all information obtained during the investigation of any reported incident involving a student for the purposes of determining appropriate disciplinary actions and modifications of education programs as a result of the incident.

1.2 NBISD agrees to provide appropriate on-campus office space for SROs.

1.3 NBISD agrees to appoint a point of contact who will be responsible for the annual security audit of each campus and who will consult with SROs assigned under this Agreement for input and review of each campus.

1.4 The City will coordinate the use of City canines with NBISD's Director of Safety and Security, as well as, campus administrations whenever possible; however, when in the best interest of law enforcement and campus security, unannounced inspections may occur.

1.10 NBISD agrees that services for areas outside of the Service Area or for extracurricular activities and events within the Service Area outside the normal school hours are not Services covered under the terms of this Agreement. Nothing in this Agreement prevents NBISD from continuing its practice of hiring off-duty peace officers hired for these purposes.

1.11 SRO duties shall be performed during normal workdays in the active school year, which generally includes one hundred eighty-seven (187) days during each calendar year except that SRO duties will commence one week prior to the start of the instructional school year. "Normal workdays" refers to the usual or normal hours the officers may be required to work during any calendar week. While school is in session, SROs will be assigned to one or more schools on a full-time basis, forty (40) hours work week, minus any scheduled vacation time, sick time, training time, court time, or any other police-related activity, including any emergencies such as civil disasters. Overtime hours that relate to regular law enforcement duties or that reasonably relate to campus duties must be authorized and approved by the SRO's police supervisor prior to the performance of the overtime work and will be paid by NBISD in accordance with procedures established by the City of New Braunfels.

1.12 The Parties agree that every effort should be made to schedule and/or designate vacation days, compensatory time, and other days off at times when school is not in session or at other times when the absence of SROs will not otherwise cause unnecessary risks.

1.13 NBISD understands and agrees notwithstanding other provisions herein that the SROs shall at all times be deemed officers and employees of the City of New Braunfels and shall be primarily responsible and answerable to and under the command of the Chief of Police of the City of New Braunfels.

1.14 Patrol and other law enforcement duties of the SROs shall be performed with the use of City-owned vehicles, appropriately marked designating law enforcement services being performed under authority of the City of New Braunfels.

1.15 The Parties agree that they will use their best reasonable efforts to coordinate media relations pertaining to law enforcement incidents and investigations occurring pursuant to this Agreement prior to the release of information whenever possible. It is understood that, depending on the nature of an incident, law enforcement personnel may be required to conduct on scene interviews and/or briefing for the media without prior coordination between the Parties. Information will only be released by a Party in accordance with established law and its existing policies and procedures.

II.

2.1 NBISD agrees to pay the City of New Braunfels from current revenues available for the SROs' salaries, benefits, and administrative fees and costs as more fully described below in Section 2.2 in two payments, one each fall and spring semester on February 1 and August 1, with the first payment to be due on August 1, 2020 for the purpose of subsidizing the expenses incurred by the City of New Braunfels in the employment and retention of police officers to provide

Services on all NBISD properties and campuses as herein provided. The City of New Braunfels will provide NBISD with an invoice at least then (30) days after each payment date. The Parties agree at such times as are convenient and necessary to adjust and/or re-computer the payments as herein provided when there exist circumstances and conditions making such adjustment necessary and desirable to accomplish the objectives of this Agreement.

2.2 The annual payable by NBISD will be actual cost for salaries, benefits, personnel related costs, associated costs of providing services, including but not limited to furnishing adequate and appropriate supplies, training, equipment, vehicles, and any contractual services necessary for the performance of duties.

2.2.2 If the number of SROs is changed, the Consideration shall change by mutual agreement.

2.3 NBISD certifies that all payments due under this Agreement shall be paid out of the then current fiscal year funds.

2.4 All Parties agree that SROs shall be employed by the City of New Braunfels and, as such, shall be provided with all salaries and benefits of similarly-situated and classified employees of the City of New Braunfels.

III.

3.1 The Parties agree that the terms and provisions of this Agreement shall commence at 8 a.m. on August 1, 2020 and shall continue in full force and effect for a three-year period ending on July 31, 2023 and subject to agreement on Consideration by the Parties, shall automatically annually renew for an additional period of twelve (12) months, unless the Parties hereto shall have previously exercises their right to cancel this Agreement as hereafter provided.

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 September 30 of the year delivered by hand or U.S. Certified Mail 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 the any year, then NBISD shall be responsible for the remaining annual consideration for the four SRO's as provided for under Section 2.2 unless any of the SRO's leave the employment of the City, and the NBISD shall be granted a proportionate reduction.

3.3 This Agreement may be terminated by any Party upon not less than thirty (30) days written notice should another Party fail substantially to perform in accordance with the terms of this Agreement through no fault of the Party initiating the termination.

IV.

4.1 This Agreement shall bind and benefit each Party and their legal successors, but shall not otherwise be assignable, in whole or in party, by any Party without first obtaining the written consent of the other Party.

V.

5.1.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

5.1.2 The Services provided for herein are governmental functions, and the City and NBISD shall be engaged in the conduct of a governmental function while providing and/or performing any Service pursuant to this Agreement.

5.1.3 The relationship of NBISD and the City shall, with respect to that part of any Service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.

5.1.4 Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties hereto.

5.2.1 NBISD Insurance or Coverage. The City shall have no liability whatsoever for or with respect to NBISD's use of any NBISD property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of NBISD, and NBISD covenants and agrees as follows:

5.2.2 NBISD shall be solely responsible, as between NBISD and the City and the agents, officers, and employees of the City, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by NBISD or its agents, officers, employees, and subcontractors, while on NBISD property or while using any NBISD facility or performing any function or providing or delivering any service undertaken by NBISD pursuant to this Agreement;

5.2.3 For and with respect to NBISD property or NBISD's use of any NBISD facility, NBISD hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to insure NBISD and its agents, officers, and employees from and against any claim, cause of action, or liability arising out of or from the action, omission, or failure to act by NBISD, its agents, officers, employees, and subcontractors in the course of their duties.

5.3.1 City's Insurance or Coverage. NBISD shall have no liability whatsoever for the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the City, and the City covenants and agrees as follows:

5.3.2 The City shall be solely responsible, as between the NBISD and the City and the agents, officers, and employees of NBISD, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the City or its agents, officers, employees, and subcontractors, while performing any function or providing or delivering any Service undertaken by the City pursuant to this Agreement;

5.3.3 For and with respect to the Services to be provided by the City to NBISD pursuant to this Agreement, the City hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to insure the City and its agents, officers, and employees from and against any claim, cause of action, or liability arising out of or from the action, omission or failure to act by the City, and its agents, officers, employees, and subcontractors in the course of their duties.

5.4 It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing its liability and potential liability pursuant to this Agreement; each Party hereto reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstances arising under this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the City nor NBISD shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under this Agreement except as specifically provided herein or by law.

5.5 No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

VI.

6.1. All correspondence and communications concerning this Agreement shall be directed to:

City of New Braunfels:	City Manager City of New Braunfels 550 Landa Street New Braunfels, Texas 78130
NBISD:	Superintendent New Braunfels Independent School District 1000 N. Walnut New Braunfels, Texas 78130

Notices required hereunder shall be hand-delivered or sent by certified mail, return receipt requested.

VII.

7.1 This Agreement insures to the benefit of and obligates only the Parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a Party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

VIII.

8.1 If any provision of this Agreement shall be deemed void or invalid, such provision shall be severed from the remainder of this Agreement, which shall remain in force and effect.

IX.

9.1 This Agreement is the entire agreement between NBISD and the City of New Braunfels, Texas as to the subject matter hereof, and is the sole and only agreement of the Parties and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument and executed by the Parties in accordance with the formalities of this Agreement.

X.

10.1 The Parties agree to this Agreement and shall be construed under the laws of the State of Texas, and obligations under the Agreement shall be performed in Comal County, Texas.

The Parties hereto have executed this Agreement this _____ day of June 2018.

NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT

By: _____
Randy Moczygemba
Superintendent

CITY OF NEW BRAUNFELS POLICE DEPARTMENT, NEW BRAUNFELS, TEXAS

By: _____
Tom Wibert
Chief of Police

CITY OF NEW BRAUNFELS, TEXAS

By: _____
Robert Camareno
City Manager

ATTEST:
