

**INTERLOCAL COOPERATION AGREEMENT AMONG
THE CITY OF CIBOLO, TEXAS, THE CITY OF SCHERTZ, TEXAS, AND
SCHERTZ-CIBOLO-UNIVERSAL CITY INDEPENDENT SCHOOL DISTRICT**

This Agreement is made and entered into among the **City of Cibolo, Texas** and the **City of Schertz, Texas** (hereinafter referred to as "Cibolo" and "Schertz" and, together, the "Cities"), each political subdivisions of the State of Texas acting through their respective City Councils, and **Schertz-Cibolo-Universal City Independent School District** (hereinafter referred to as "SCUCISD"), a political subdivision of the State of Texas acting through its Board of Trustees (Cibolo, Schertz, and SCUCISD collectively referred to as the "Parties") and in this regard hereto mutually agree and state as follows:

WITNESSETH

WHEREAS, Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services;

WHEREAS, SCUCISD may commission peace officers to provide necessary security and protection and determine the jurisdiction of such peace officers;

WHEREAS, SCUCISD has determined it is in its best interest to enter into an agreement with Cibolo and Schertz to provide such services to SCUCISD, and it has specifically authorized the subject peace officers to carry weapons in performing such services at all SCUCISD schools and properties within each City's corporate limits within SCUCISD's jurisdiction and, as to Schertz, SCUCISD's campuses in Universal City (the "Service Area");

WHEREAS, Cibolo and Schertz have determined it is in the best interest of their citizens to assign city police officers to provide enhanced law enforcement services to SCUCISD within the Service Area, and to patrol areas within the Service Area; and

WHEREAS, SCUCISD is willing to reimburse Cibolo and Schertz for salaries, benefits, and associated costs, of the officers assigned to provide the services 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 SCUCISD and the City Managers from the City of Cibolo and City of Schertz are hereby authorized and directed to execute on behalf of the Parties, this Agreement.

I.

1.1 Cibolo and Schertz each agrees to assign two (2) police officers from its respective department to be employed full-time by Cibolo and Schertz to perform law enforcement services for SCUCISD as School Resource Officers ("SROs") in its portion of the Service Area. The primary purpose of the SROs is to patrol SCUCISD 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 SCUCISD administration (the "Services"). SROs assigned may also assist in mediating disputes on campuses in the Service Area, including working with students to help solve disputes in a non-violent manner; acting as a resource person in the area of law enforcement education at the request of staff; speaking to classes on the law, search and seizure, drugs, motor vehicle laws, etc.; and performing 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 SCUCISD, SCUCISD's policies, procedures, rules, or regulations relating to the subject matter of this Agreement, and the policies, procedures, rules, and regulations of the Cibolo and Schertz Police Departments. SCUCISD has provided Cibolo and Schertz 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.

1.2 SROs shall be hired pursuant to Cibolo and Schertz hiring policies, as applicable, and shall be fully qualified as police officers in the State of Texas and shall primarily be directed by the applicable Chiefs of Police and other officers of the police force of Cibolo and Schertz to patrol and provide a police presence on such properties and campuses owned or leased by SCUCISD within the Service Area.

1.3.1 SCUCISD agrees to report all incidents on campuses within the Service Area to the Cibolo and Schertz Police Departments in accordance with Chapter 37 of the Texas Education Code. Subject to SCUCISD's obligations under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, SCUCISD 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 "school officials" under SCUCISD Policy FL (LOCAL). SROs shall maintain the confidentiality of student records as required by FERPA.

1.3.2 When an SRO takes a person into custody in the course of duty under this Agreement, Schertz or Cibolo, as applicable, shall notify SCUCISD 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 SCUCISD 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.

1.4 SCUCISD agrees to provide appropriate on campus office space for SROs. SCUCISD will convey two (2) police vehicles to Schertz and two (2) police vehicles to Cibolo. In addition, SCUCISD will convey other surplus SCUCISD police department equipment, including weapons, radios, and radar equipment, to Schertz and Cibolo.

1.5 SCUCISD agrees to appoint School Attendance officers in accordance with Chapter 25 of the Texas Education Code who will maintain records, investigate offenses, make notifications,

and file the appropriate violations in the court having jurisdiction over matters of attendance. The School Attendance officers may solicit the assistance of peace officers assigned under this Agreement to detain or escort a student in violation of Chapter 25 of the Texas Education Code.

1.6 SCUCISD agrees to maintain a Multi-Hazard Emergency Operations Plan in accordance with Chapter 37 of the Texas Education Code. SCUCISD agrees to conduct drills and exercises required by the statute, jointly with the Cities of Cibolo and Schertz and other identified stakeholders.

1.7 SCUCISD agrees that the Chiefs of Police for the Cities of Cibolo and Schertz or their designee will serve as members of the SCUCISD School Safety and Security Committee.

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

1.9 SCUCISD agrees that Cibolo and Schertz will manage contracts with outside vendors related to canines utilized for the detection of narcotics and ordinance upon school campuses within the Service Area. Cibolo and Schertz will coordinate the use of such canines with campus administrations whenever possible, however when in the best interest of law enforcement and campus security unannounced inspections may occur.

1.10 SCUCISD agrees that services for areas outside of the Service Area or for extracurricular activities and events within the Service Area outside of normal school hours are not Services covered under the terms of this Agreement. Nothing in this Agreement prevents SCUCISD from continuing its practice of hiring off-duty police officers to provide security at sporting events or other special events. This Agreement shall not govern 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. "Normal workdays" refers to the usual or normal hours the officer 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 in accordance with procedures established by Cibolo and Schertz.

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 SCUCISD understands and agrees notwithstanding other provisions herein that the SROs shall at all times be deemed officers and employees of the Cities of Cibolo and Schertz and shall

be primarily responsible and answerable to and under the command of the Chiefs of Police of the Cities of Cibolo and Schertz, respectively.

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 Cibolo and Schertz.

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 briefings for the media without prior coordination among all Parties. Information will only be released by a Party in accordance with established law and its existing policies and procedures.

II.

2.1 SCUCISD agrees to pay to Cibolo and Schertz from current revenues available for the SROs' salaries, benefits, and administrative fees in four equal quarterly payments on February 1, May 1, August 1, and November 1, with the first payment to be due on August 1, 2011 for the purpose of subsidizing the expenses incurred by Cibolo and Schertz in the employment and retention of police officers to provide Services on all SCUCISD properties and campuses as herein provided. Cibolo and Schertz will each provide SCUCISD with an invoice at least ten (10) business days prior to each payment date. The Parties agree at such times as are convenient and necessary to adjust and/or re-compute the payments as herein provided when there exist circumstances and conditions making such adjustments necessary and desirable to accomplish the objectives of this Agreement. In the first twelve months of this Agreement, the costs paid by SCUCISD shall be as follows:

City of Cibolo:

The total payable for salaries, benefits, personnel related costs, and any contractual services necessary for the performance of duties in the first year of the Agreement shall not exceed \$150,000.00.

City of Schertz:

The total payable for salaries, benefits, personnel related costs, and any contractual services necessary for the performance of duties in the first year of the Agreement shall not exceed \$150,000.00.

2.2 Beginning in the second twelve (12) month period of the initial term of this Agreement, SCUCISD agrees to pay Cibolo and Schertz annually for training, supplies, vehicles, and other similar costs. The amount shall be based on an annual budget agreed to among SCUCISD and the Cities and shall be payable based on actual expenditures incurred each year this Agreement is in effect.

2.3 SCUCISD 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 Cibolo and Schertz and, as such, shall be provided with all salaries and benefits of similarly-situated and classified employees of Cibolo and Schertz.

III.

3.1 The Parties agree that the terms and provisions of this Agreement shall commence at 8 a.m. on August 1, 2011 and shall continue in full force and effect for a three-year period ending on July 31, 2014 and shall automatically annually renew for an additional periods of twelve (12) months, unless the Parties hereto shall have previously exercised their right to cancel this Agreement as hereinafter provided. After the first twelve (12) month period of the initial term of this Agreement, SCUCISD, Cibolo, and Schertz will agree on the annual amount payable by SCUCISD for the assigned officers' salaries and other costs.

3.2 This Agreement may be terminated at any time by any Party, with or without cause, upon One Hundred Eighty (180) days written notice prior to September 30 of a year delivered by hand or U.S. Certified Mail to the other Parties. No termination will relieve the obligation of SCUCISD to pay Cibolo and Schertz for any amounts due and payable for Services performed hereunder prior to termination.

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 the respective Parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by any Party without first obtaining the written consent of all other Parties

V.

5.1 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.

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

5.1.2 The relationship of SCUCISD and the Cities 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.

5.1.3 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 venturers, or any other similar such relationship between or among the Parties hereto.

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

5.2.1 SCUCISD shall be solely responsible, as between SCUCISD and the Cities and the agents, officers, and employees of the Cities, 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 SCUCISD or its agents, officers, employees, and subcontractors, while on SCUCISD property or while using any SCUCISD facility or performing any function or providing or delivering any service undertaken by SCUCISD pursuant to this Agreement;

5.2.2 For and with respect to SCUCISD property or SCUCISD's use of any SCUCISD facility, SCUCISD 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 SCUCISD 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 SCUCISD, its agents, officers, employees, and subcontractors in the course of their duties.

5.3 Cities' Insurance or Coverage. SCUCISD shall have no liability whatsoever for the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the Cities, and each of the Cities covenants and agrees as follows:

5.3.1 The Cities shall be solely responsible, as between the SCUCISD and the Cities and the agents, officers, and employees of SCUCISD, 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 Cities or their respective agents, officers, employees, and subcontractors, while performing any function or providing or delivering any Service undertaken by the Cities pursuant to this Agreement;

5.3.2 For and with respect to the Services to be provided by the Cities to SCUCISD pursuant to this Agreement, the Cities each 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 such 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 such City, and its agents, officers, employees, and subcontractors in the course of their duties.

5.4 It is specifically agreed that, as among 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 Cibolo, Schertz, nor SCUCISD 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:

CIBOLO: City of Cibolo
200 South Main Street
Cibolo, Texas 78108
Attention: City Manager

Schertz City of Schertz
1400 Schertz Parkway
Schertz, Texas 78154
Attention: City Manager

SCUCISD: Schertz-Cibolo-Universal City Independent School District
1060 Elbel Road
Schertz, Texas 78154
Attention: Superintendent

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

VII.

7.1 This Agreement inures 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 among SCUCISD, Cibolo, and Schertz 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 duly approved and executed by all Parties in accordance with the formalities of this Agreement.


X.

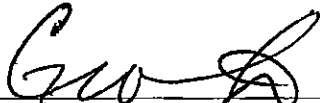
10.1 All Parties agree this Agreement shall be construed under the laws of the State of Texas, and obligations under the Agreement shall be performed in Guadalupe County, Texas.

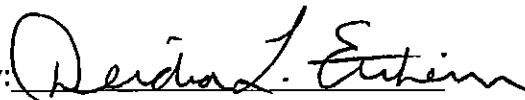
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The Parties hereto have executed this Agreement this 19th day of May, 2011.

SCHERTZ-CIBOLO-UNIVERSAL CITY INDEPENDENT SCHOOL DISTRICT

By: 
Dr. Greg Gibson
Superintendent of School


George Ricks
SCUCISD Board President

Attested by: 

CITY OF CIBOLO, TEXAS

By: _____
Bruce Pearson
City Manager

Attested by: _____

CITY OF SCHERTZ

By: _____
Don Taylor,
City Manager

Attested by: _____

The Parties hereto have executed this Agreement this ____ day of May, 2011.

SCHERTZ-CIBOLO-UNIVERSAL CITY INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Greg Gibson
Superintendent of Schools

Attested by: _____

CITY OF CIBOLO, TEXAS

By: *Gary W. Cox*
Gary Cox
Interim City Manager

Attested by: *Regina Lewis*

CITY OF SCHERTZ

By: _____
Don Taylor,
City Manager

The Parties hereto have executed this Agreement this ___ day of May, 2011.

SCHERTZ-CIBOLO-UNIVERSAL CITY INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Greg Gibson
Superintendent of Schools

Attested by: _____

CITY OF CIBOLO, TEXAS

By: _____
Bruce Pearson
City Manager

Attested by: _____

CITY OF SCHERTZ

By: _____
Don Taylor,
City Manager