

RESOLUTION NO. 23-R-64

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER IN AN INTERLOCAL COOPERATIONS AGREEMENT AMONG THE CITY OF SCHERTZ, TEXAS, AND SCHERTZ-CIBOLO-UNIVERSAL CITY INDEPENDENT SCHOOL DISTRICT (SCUC ISD) FOR PROVIDING POLICE OFFICERS TO PROVIDE SRO SERVICES WITHIN THE SCUC ISD.

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; and

WHEREAS, SCUC ISD is a public school district with campuses located within the jurisdictional boundaries of CITY where the CITY presently provides law enforcement services; and

WHEREAS, SCUC ISD and CITY each find that contracting for and with respect to the governmental services described herein will result in increased efficiency, economy and enhanced public safety for the constituents of both SCUC ISD and the CITY; and

WHEREAS, SCUC ISD and CITY warrant that both possess adequate legal authority to enter into this Interlocal Agreement and their respective governing bodies have authorized each signatory official to enter into this Agreement and bind the local governments to the terms of this Agreement and any subsequent amendments hereto; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into this ILA with the SCUC ISD, pursuant to the ILA attached hereto as Exhibit A (the “supporting documentation”)

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to execute the Interlocal Cooperations Agreement with the SCUC ISD.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this ____ day of _____, 2024.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

EXHIBIT A
AGREEMENT

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

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into by and between Schertz-Cibolo-Universal City Independent School District (“the District” or “SCUC ISD”), a political subdivision acting through its Board of Trustees, and the City of Schertz, Texas (“CITY”), a political subdivision of the State of Texas acting through its City Council (CITY and SCUC ISD collectively referred to herein as the “Parties”) and in this regard hereto mutually agree and state as follows:

PREMISES

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, SCUC ISD is a public school district with campuses located within the jurisdictional boundaries of CITY where the CITY presently provides law enforcement services;

WHEREAS, SCUC ISD and CITY each find that contracting for and with respect to the governmental services described herein will result in increased efficiency, economy and enhanced public safety for the constituents of both SCUC ISD and the CITY;

WHEREAS, SCUC ISD and CITY warrant that both possess adequate legal authority to enter into this Interlocal Agreement and their respective governing bodies have authorized each signatory official to enter into this Agreement and bind the local governments to the terms of this Agreement and any subsequent amendments hereto;

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

Article 1

LEGAL AUTHORITY AND PURPOSE

- 1.1 The legal authority for CITY and the SCUC ISD to enter into this agreement is the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The purpose, terms, rights and duties of the parties are stated below.
- 1.2 The purpose of this Agreement is to set forth guidelines to ensure that CITY and SCUC ISD have a shared understanding of the role and responsibility of each in maintaining safe schools, improving the learning environment and supporting educational opportunities for all students.
- 1.3 The mission of the School Resource Officer (“SRO”) program is to place a community law enforcement officer(s) on each physical SCUC ISD campus to build working relationships with schools, students, parents, staff and visitors; to address on-site security; to maintain safe schools; to serve as a positive role-model for students; and to provide a direct link with the CITY.

Article 2

SRO PROGRAM STRUCTURE

- 2.1 Under this framework, the SROs are first and foremost law enforcement officers and employee for the CITY and not the District. The SROs shall be responsible for carrying

out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the CITY. School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SROs. Enforcement of the Student Code of Conduct is the responsibility of teachers and administrators. The SROs shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment.

- 2.2 Although the SROs have been placed in a formal educational environment, the SROs retain official duties of law enforcement officers. The SROs shall intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations shall be issued, and arrests made when appropriate and in accordance with Texas law and CITY policy. The SROs or the CITY will have the final decision on whether criminal charges shall be filed. The CITY reserves the right to temporarily remove SROs in the event that additional officers are needed during a critical incident, natural disaster or for immediate service of public safety.
- 2.3 The SROs are not formal counselors or educators and will not act as such. However, with the agreement of CITY, the SROs may be used as a law enforcement resource to assist students, faculty, staff, and all persons involved with the school. The SROs can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes. The SROs may use these opportunities to build rapport between the students, families and staff.
- 2.4 The SROs will confer with the principal or other appropriate administrator, as needed, to develop plans and strategies to prevent and/or minimize dangerous situations and criminal activity on or near the campus or involving students at school-related activities.
- 2.5 SROs shall be hired pursuant to CITY hiring policies, shall be fully qualified as police officers in the State of Texas and shall primarily be directed by the Chief of Police and other officers of the police force of the CITY to patrol and provide a police presence on such properties and campuses owned or leased by SCUC ISD as set forth herein.

Article 3 **SERVICES TO BE PROVIDED**

The CITY will be responsible for the following:

- 3.1. Providing nine (9) commissioned law enforcement officers licensed by the State of Texas for service as a school resource officer (SRO) to be assigned to SCUC ISD. SROs will be assigned to work for full school calendar years, which generally includes one hundred eighty-seven (187) days for eight (8) hours per day encompassing the beginning and end time of the school per the bell schedule listed on the District Calendar. One Hundred eighty-seven (187) days shall represent the total number of days school is in session and days school is not in session but are on-campus workdays for teachers. The number of SROs that will serve at each of the following SCUC ISD campuses (“Service Area”), SRO sergeants will make every effort to maintain consistency in personnel being assigned to a fixed service area, but daily personnel changes may be necessary to fill the campuses:

- Rose Garden Elementary School (One SRO)
- Green Valley Elementary School (One SRO)
- Norma J. Paschal Elementary School (One SRO)
- Schertz Elementary School (One SRO Sergeant)
- John A. Sippel Elementary School (One SRO)
- Laura Ingalls Wilder Intermediate School (One SRO)
- Ray D. Corbett Junior High School (One SRO)
- Samuel Clemens High School (Two SROs)
- Allison L. Steele Advanced Learning Center & District Alternative Education Program (combined) (One SRO)

Before and after school or while school is not in session, SROs shall perform their duties at all other District owned premises. Nothing in this Agreement shall limit an SRO from performing necessary law enforcement officer duties as set forth herein or required by City protocols or policy on school district premises.

3.1.1 Providing two (2) supervising sergeant SROs to coordinate campus-assigned SROs. The supervising SROs will be responsible for ensuring staffing levels are maintained in the case of an absence of a campus-assigned SRO. The Tactical supervising sergeant SRO will be the primary point of communication, while the Administrative supervising sergeant SRO will be the secondary point of communication, between SCUC ISD and the CITY for matters related to SROs. The Chief of Police will designate which supervising sergeant SROs is assigned to the Tactical or Administrative

3.1.2 The Administrative supervising sergeant SRO is to also serve as the second SRO at Clemens Hight School. But also serves as a “roving” officer and as the primary substitute for an absent campus-assigned officer.

3.1.3 The Chief of Police may designate one of the supervising SROs to serve on the SCUC ISD Safety and Security Committee per section 4.12.

3.1.4 If for reasons beyond the CITY’S control due to staffing, such as unforeseen sick leave, injury, position vacancies, etc., the supervising sergeant SROs will be authorized and responsible for attempting to schedule off-duty officers to ensure an SRO is on each designated campus

3.2 The Parties acknowledge the importance of having the same SROs present in SCUC ISD in order to promote continuity and familiarity with SCUC ISD and its students, families and staff. To that end, the Parties agree that every effort should be made to designate the same SROs to provide security at the same campus, whenever possible.

3.3 The SROs shall follow the policies and procedures of SCUC ISD to the extent those policies do not conflict with the policies and procedures of the CITY.

3.4 The SROs will coordinate and cooperate with the SCUC ISD Superintendent and other SCUC ISD administrative staff in carrying out their duties as SROs. The CITY retains

final authority over the SROs' law enforcement responsibilities. The SROs may, however, take the school's requests into consideration, as the officer deems appropriate.

3.5 SCUC ISD 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..

3.6 SROs DUTIES: The ultimate goal of the SRO is to maintain a peaceful environment that allows the learning process to continue uninterrupted. The duties performed by the SROs include, but are not limited to, the following:

- a. Establish a bond and act as liaison between the CITY and school administrators and students in an effort to reduce or eliminate the opportunity for crime, project a positive image of the CITY and improve the quality of life within the school and community.
- b. Patrolling areas within or in the vicinity of the geographical boundaries of SCUC ISD to protect all students, families, personnel and visitors.
- c. Being a visible presence during the school day in order to assist the SCUC ISD administration with general public safety services during school hours.
- d. Helping SCUC ISD administrators maintain the peace and/or address a breach of the peace as needed.
- e. Engaging in all law enforcement activities arising from the enforcement of criminal laws or SCUC ISD policies and rules, including, but not limited to, intervening in and investigating alleged crimes or violations of SCUC ISD rules, issuing citations, transporting arrested persons, completing follow-up activities, filing of affidavits and complaints and participating in legal proceedings resulting from the law enforcement services provided in accordance with this Agreement.
- f. Responding to calls for services during the course of the regular school day or when serving in support of an official SCUC ISD extracurricular or after-school activity.
- g. Assisting in providing security as needed for after-hour activities and events taking place at SCUC ISD facilities.
- h. Accompanying outside service providers during random canine searches conducted on SCUC ISD property.
- i. Preventing property loss due to theft or vandalism.
- j. Providing traffic control as needed.
- k. Assisting SCUC ISD with its Emergency Operation Plan.
- l. Assisting with school safety projects, scheduling and maintaining emergency drills, emergency response, and after-action reviews within SCUC ISD.

- m. Providing training for staff as requested by the SCUC ISD Superintendent.
 - n. Serving as a resource for law enforcement education at the request of the SCUC ISD Superintendent, such as speaking to classes on the law, search and seizure, drugs or motor vehicle laws.
 - o. Maintaining the confidentiality of student records as required by the Family Educational Rights and Privacy Act. The SROs shall not disclose to CITY any education records of a student which the SROs obtain by virtue of the SROs' position with the school unless such information is obtained by the SROs in the course and scope of performing their duties in accordance with this Agreement. The SROs shall not provide student education records to other law enforcement agencies or other agencies or parties informally for external investigations or any other reasons.
 - p. Preparing reports and documentation related to events occurring within the geographic boundaries of SCUC ISD, to the extent such information is required by law or SCUC ISD policy or CITY procedures.
- 3.7 When the SROs takes a person into custody in the course of performing their duties on behalf of SCUC ISD under this Agreement, SCUC ISD shall receive notification of the incident from the CITY within the timeframe required by law and of the disposition of the individual to the extent allowed by law. In addition, to the extent permitted by applicable law, SROs shall report to SCUC ISD 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.
- 3.8 **REPORTING DUTIES:** SCUC ISD and CITY shall maintain records of every campus-based incident resulting in police involvement.
- 3.9 If it is necessary to question or interview a student at school for any purpose other than a child abuse investigation, the SROs will contact the campus principal of the student's campus. As provided by SCUC ISD Board Policy GRA (Local), the principal will:
- a. Verify and record the identity of the officer or other authority and request an explanation of the need to interview the student at school.
 - b. Make reasonable efforts to notify the student's parents or other person having lawful control of the student. If the SRO/designee raises what the principal considers to be a valid objection to the notification, the parent shall not be notified.
 - c. The principal or a designee ordinarily shall be present during the questioning or interview. If the interviewer presents what the principal considers to be a valid objection to a third party's presence, the interview shall be conducted without that person's presence.

- 3.10 If a student at school is arrested or taken into custody by an SRO, the principal shall immediately notify the Superintendent and notify the parent or other person having lawful control of the student. If the SRO raises what the principal considers to be a valid objection to notifying the parent at that time, the principal shall not notify the parent.
- 3.11 The District and CITY agree that canine contraband services may be conducted by a third party, approved in advance by both Parties. The third-party Canine Handler will coordinate with campus administration and the SRO to plan dates for the canine searches. The procedures for the searches will be determined by the third-party canine search provider, with input from the SCUC ISD and the SRO. The CITY will manage the contract(s) with all third-party Canine Handlers.

The SCUC ISD will be responsible for the following:

- 3.12 SCUC ISD will appoint a point of contact who will be responsible for the security audit of each campus and who will consult with SROs assigned under this Agreement for input and review of each campus.
- 3.13 SCUC ISD will maintain a Multi-Hazard Emergency Operations Plan in accordance with Chapter 37 of the Texas Education Code. SCUC ISD agrees to conduct drills and exercises required by the statute, jointly with the CITY and other identified stakeholders.
- 3.14 SCUC ISD will 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.

Article 4

GENERAL DUTIES AND RESPONSIBILITIES

- 4.1 CITY agrees to perform any obligations required to maintain the SROs as commissioned law enforcement officers with full Texas peace officer status; including but not limited to, providing the SROs with any and all continuing training necessary to maintain their TCOLE certification and required active shooter response training, in accordance with Chapter 37 of the Texas Education Code.
- 4.2 The SROs assigned to SCUC ISD shall be subject to the approval of the SCUC ISD Superintendent and CITY. SCUC ISD understands that CITY may rotate or change any officer assigned to serve as an SRO; provided, however, that the Superintendent may refuse any particular officer assigned as an SRO and require assignment of a different officer.
- 4.3 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.

- 4.4 Any properly licensed officer providing SRO services under this Agreement shall be vested with all powers, privileges, and immunities of a peace officer within all territory contained in the boundaries of SCUC ISD and while on any property under the control and jurisdiction of SCUC ISD or otherwise in the performance of his/her duties under the guidelines of SCUC ISD policies and regulations.
- 4.5 CITY authorizes the assigned SROs to carry a weapon and act as a peace officer at all times, in his/her official capacity. Likewise, SCUC ISD specifically authorizes each SRO to carry a weapon in performing services at all schools and property within SCUC ISD. When not on duty as SROs, the officers' rights to carry a firearm will be governed by provisions and rules set forth by TCOLE and CITY and District Policies CKE (Legal) and GKA (Legal).
- 4.6 As CITY employees, any disciplinary action taken against the SROs shall follow the policy and procedure set forth in the employee handbook of CITY.
- 4.7 SCUC ISD will report all required student misconduct to the CITY in accordance with Texas Education Code § 37.015. CITY will make all reports regarding students as required by Texas Code of Criminal Procedure Art. 15.27.
- 4.8 SROs are designated as "school officials" under SCUC ISD Policy FL (Local) for purposes of access to student records to enable the SROs to perform the duties set out in this Agreement and pursuant to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g.
- 4.9 The Parties shall each monitor, review and provide oversight and supervision of the services as they are provided and each agree to notify the other as soon as reasonably possible in the event the level or quality of any scheduling, operating, service or performance issue becomes unsatisfactory.
- 4.10 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. Information will only be released by a Party in accordance with established law and its existing policies and procedures or as otherwise agreed to by the Parties.
- 4.11 Nothing in this Agreement prevents SCUC ISD from continuing its practice of hiring off-duty police officers to provide security at sporting events, after-hour activities, or other events. This Agreement shall not govern off-duty peace officers hired for these purposes.
- 4.12 The Chief of Police for the CITY or his designee will serve as a member of the SCUC ISD School Safety and Security Committee.

Article 5
FINANCIAL RESPONSIBILITIES & EQUIPMENT

- 5.1 SROs are employees of CITY and not SCUC ISD. CITY shall provide the SROs with all wages, salaries, or other compensation, and benefits of similarly-situated and classified employees of the CITY. 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.
- 5.2 SCUC ISD will be responsible to CITY for any overtime charges associated with, the provision of services under this Agreement.
- 5.3 SCUC ISD shall pay CITY at the rates and amounts set forth in **Attachment A** for the actual time spent by any substitute SRO as if they were the standard assigned SRO.
- 5.4 CITY shall invoice SCUC ISD quarterly, in accordance with the rates and amounts set forth in **Attachment A**, for the services rendered within thirty (30) days of the completion of the quarter. SCUC ISD shall pay CITY for the services rendered within thirty (30) days of the date that the invoice is received by SCUC ISD.
- 5.5 At all times during this Agreement, the proportionate cost allocation methodology utilized to determine amounts due to the CITY for the provision of services outlined herein shall be based on actual direct costs incurred by the CITY to supply these services to SCUC ISD. At no time may the CITY receive a profit under the terms of this Agreement.
- 5.6 The Parties acknowledge that the cost to CITY of providing the services described herein may change over time. Hence, the Parties agree that CITY may change the compensation rates by providing written Notice of Rate Change to SCUC ISD at least sixty (60) days prior to the effective date of the rate change. Such Notice of Rate Change shall include an itemization of costs that conforms to the required allocation methodology contained within Texas Education Code 37.081. If SCUC ISD does not agree to continue to receive services at the rates stated in the Notice of Rate Change, SCUC ISD and the City will make a good faith effort to arrive at a mutually-agreed-upon rate change prior to the effective date of the rate change. If the parties cannot arrive at a mutually-agreed-upon rate change, SCUC ISD may unilaterally terminate this Agreement upon thirty (30) days written notice. If SCUC ISD does not terminate this Agreement, SCUC ISD will be deemed to have accepted the rate change and shall pay the rates stated in the Notice of Rate Change for any services provided by the CITY pursuant to this Agreement on or after the effective date of the rate change.
- 5.7 CITY will provide services of one sergeant and two full-time SROs during the summer months. Attachment A will reflect the 12 month assignment of these SROs.
- 5.8 SCUC ISD will pay for any additional SRO training that SCUC ISD may require unrelated to TCOLE training requirements after having been provided notice of this additional cost and agreeing to such payment prior to the training.
- 5.9 The Parties agree to provide the following equipment and materials to the SROs:

- a. At its own cost, CITY shall furnish the SROs with all equipment routinely assigned to law enforcement personnel who serve the City. CITY will maintain and service all equipment used by the SROs in providing services to SCUC ISD. Equipment includes, but is not limited to, uniforms, computers and computer equipment, firearms, radios, and all other devices used by CITY law enforcement personnel in the performance of their duties. CITY will also provide a fully equipped patrol car to each SRO. Attachment A will reflect the prorated portion of the charge for equipment
- b. SCUC ISD will provide the SROs with office space on school property, a telephone, computer, and other office equipment to perform duties under this Agreement, and as mutually agreed by the Parties. SCUC ISD will provide a secure gun safe of an agreed-upon make and model. SCUC ISD will provide the SROs with a map and personnel roster for each campus and Central Office.
- c. CITY will provide the SROs with access to its facilities as needed to conduct law enforcement business regarding the securing of evidence in crimes and interviewing individuals in connection with a criminal investigation into crimes conducted on school property or in conjunction with a school event or activity.

Article 6
RELATIONSHIP BETWEEN THE PARTIES

- 6.1 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. The relationship of SCUC ISD and 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.
- 6.2 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint venture, or any other similar such relationship.
- 6.3 Officers employed by CITY and assigned by CITY to serve as SROs at SCUC ISD are and will remain employed by the CITY.
- 6.4 CITY shall have no liability whatsoever for or with respect to SCUC ISD's use of any SCUC ISD property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents or assigns of SCUC ISD. SCUC ISD covenants and agrees that:
 - a. SCUC ISD shall be solely responsible, as between SCUC ISD and CITY and the agents, officers and employees of 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 SCUC ISD or its agents, officers, employees, and subcontractors, while on SCUC ISD property or while using any SCUC ISD facility or performing any function or providing or delivering any service undertaken by SCUC ISD pursuant to this Agreement.

- b. For and with respect to the services to be provided by CITY to SCUC ISD pursuant to this Agreement, SCUC ISD 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, reasonably expected to insure SCUC ISD and its agents, officers, and employees from any and against any claim, cause of action or liability arising out of or from the action, omission, or failure to act by SCUC ISD, its agents, officers, employees, and subcontractors in the course of their duties.
- 6.5 SCUC ISD shall have no liability whatsoever for or with respect to CITY's use of any CITY property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of CITY. CITY covenants and agrees that:
 - a. CITY shall be solely responsible, as between SCUC ISD and the agents, officers, and employees of the SCUC ISD, 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 CITY or its agents, officers, employees, and subcontractors, while on CITY property or while using the any of CITY's facilities or performing any function or providing or delivering any service undertaken by the CITY pursuant to this Agreement.
 - b. For and with respect to the services to be provided by CITY to SCUC ISD pursuant to this Agreement, 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 the amounts sufficient to insure 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 CITY, its agents, officers, employees, and subcontractors in the course of their duties.
- 6.6 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 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 CITY nor SCUC ISD 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.
- 6.7 Each party hereto reserves and does not waive any immunity or 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 circumstance arising under the Agreement. Neither SCUC ISD nor CITY waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas on behalf of itself, its trustees, council members, officers, employees, and agents.
- 6.8 No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. 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 CITY nor SCUC ISD 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. 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.

- 6.9 Nothing in this Agreement shall be deemed to extend, increase or limit the jurisdiction or authority of any of CITY or SCUC ISD except as necessary to implement, perform and obtain the services and duties provided for in this Agreement. Save and except only as specifically provided in this Agreement, all governmental functions and services traditionally provided by SCUC ISD, and all governmental and proprietary functions and services traditionally provided by City, shall be and remain the sole responsibility of each such party.

Article 7 **TERM**

- 7.1.1 The initial term of this Agreement shall commence upon approval by both parties and continue through August 31, 2025, unless terminated earlier, in writing, by either party. Subject to agreement on the Consideration by the Parties, this Agreement shall automatically annually renew on September 1 of each year for an additional period of twelve (12) months, unless the Parties hereto have previously exercised their right to terminate this Agreement as hereinafter provided.
- 7.1 This Agreement may be terminated at any time by either Party, without cause, by giving the other party a minimum of ninety (90) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.

ARTICLE 8 **NOTIFICATIONS**

- 8.1 All correspondence and communications regarding this Agreement shall be directed to:

CITY OF SCHERTZ, TEXAS

Attn: City Manager
1400 Schertz Parkway
Schertz, Texas 78154

SCHERTZ-CIBOLO-UNIVERSAL CITY

INDEPENDENT SCHOOL DISTRICT
Attn: Superintendent of Schools
1060 Elbel Road
Schertz, Texas 78154

- 8.2 Notices provided pursuant to this Agreement must be in writing and hand-delivered or sent by certified mail, return receipt requested.

ARTICLE 9 **MISCELLANEOUS PROVISIONS**

- 9.1 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.

- 9.2 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.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Cooperation Agreement as of the _____ day of _____, 2024.

CITY OF SCHERTZ, TEXAS

By: _____
Steve Williams, City Manager

SCHERTZ-CIBOLO-UNIVERSAL CITY INDEPENDENT SCHOOL DISTRICT

By: _____
Paige Meloni, Superintendent

ATTACHMENT A

**INTERLOAL COOPERATION AGREEMENT BETWEEN SCHERTZ-CIBOLO-
UNIVERSAL CITY INDEDEPENDANT SCHOOL DISTRICT AND THE CITY OF
SCHERTZ, TEXAS**

ATTACHMENT "A"

Rate of pay for SZPD personnel and equipment assigned to the SCU ISD is based on the following proportionate cost allocation methodology that allows SZPD to recoup direct costs incurred as a result of this ILA, and the SZPD does not profit under said ILA:

| | OFFICER | SERGEANT |
|---|----------------------|-----------------------|
| Salary & Benefits | \$92,259.00 (Step 4) | \$149,259.00 (Step 5) |
| Patrol Vehicle (\$100K – 5-year service life) | \$20,000.00 | \$20,000.00 |
| TOTAL | \$112,259.00 | \$169,259.00 |

SROs will be assigned to SCUC ISD and billed at a 10/12 ratio, unless otherwise stated*:

| | OFFICER | SERGEANT |
|-----------------|----------------|-----------------|
| 10 months TOTAL | \$93,549.20 | \$141,049.20 |

| SRO ANNUAL COST | | |
|------------------------|-----------------------|---------------------------|
| 10 months | \$654,844.40 (7 SROs) | \$141,049.20 (1 Sergeant) |
| 12 months | \$224,518.00 (2 SROS) | \$169,259.00 (1 Sergeant) |
| SUB TOTAL | \$879,362.40 | \$310,308.20 |
| TOTAL CONTRACT | \$1,189,670.60 | |

*Two SROs and One Sergeant assigned to SCUC ISD for full 12 months.