INTERLOCAL COOPERATION AGREEMENT BETWEEN THE

CITY OF NEW BRAUNFELS, TEXAS AND NEW BRAUNFELS

INDEPENDENT SCHOOL DISTRICT

This Interlocal Agreement for School Resource Officers is made and entered into this ninth day of November, 2026, by the CITY OF NEW BRAUNFELS, TEXAS Hereinafter referred to a s the "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 (collectively the "Parties"), and in this regard hereto mutually agree and state as follows:

RECITALS

WHEREAS Chapter 791 of the Texas Government Code authorizes contracts between political subdivisions for the performance of governmental functions and services;

WHEREAS Section 37.081 of the Texas Education Code authorizes school districts to enter into an interlocal cooperation agreement with a local law enforcement agency or a county or municipality that is the employing political subdivision of commissioned peace officers for the provision of school resource officers;

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", hereinafter referred to as "SROs") 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

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, which constitute good and valuable consideration, the Parties agree as follows:

ARTICLE 1

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 administer discipline for the violation, at their discretion. 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 regulations applicable to the subject matter of this Agreement and will promptly provide each of them with any changes thereto. These documents are available upon request from NBISD and may be provided via physical copy or through the NBISD website.

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.

1.3 Any change to the number of SROs covered by this agreement shall be agreed upon by both Parties.

1.4 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. The SROs assigned to NBISD shall be subject to the approval of the NBISD Superintendent or designee and such approval shall not be withheld without good cause. 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 refuse any particular officer assigned as SRO at anytime for good cause and request assignment of a different officer. Ultimately, the decision to assign an officer is under the authority of the Chief of Police.

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 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:

James Bell, Deputy Chief

3030 West San Antonio Street

New Braunfels, Texas 78130

NBISD Liaison:

Stephen Brown, Director of Safety and Security

New Braunfels Independent School District 1000 N. Walnut Avenue

New Braunfels, Texas 78130

1.6 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 of the Texas Education Code. SROs shall be designated as "a school official" under NBISD Policy. Subject to NBISD's obligations under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g and state law, NBISD agrees to provide SROs with

a. 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

b. access to technology installed at campuses within the Service Area, including surveillance cameras to provide for the safety and security of campuses. SROs shall maintain the confidentiality of student records as required by FERPA.

1.7 When an SRO takes a person into custody in the course of duty under this Agreement, they 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.

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

1.9 The City will coordinate the use of City canines upon request from NBISD's Director of Safety and Security or designee, as well as campus administration 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 for these purposes. SROs may work these off-duty jobs at school-approved functions, subject to NBPD guidelines and the wishes of the officer. SROs should be given first right of refusal for off-duty school related events.

1.11 SRO duties shall be performed during normal workdays in the active school year; except that SRO duties will commence one week prior to the start of the instructional school year and end one week after the final day of dismissal. While school is in session, SROs will be assigned to a campus on a full-time basis and will be present during regular school hours, for forty (40) hours per week, minus any scheduled vacation time, sick time, training time, court time, or any other police-related activity time, 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 the direct costs associated with such overtime 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 time, training time, court time, any other police-related activity time, vacation days, compensatory time, and other days off outside regular school hours. If an SRO assigned to a campus is unable to be present during regular school hours, the City agrees to use its best reasonable efforts to provide a qualified officer to serve as a substitute SRO during the regular school hours in which the assigned SRO is not present on campus.
Overtime costs will be billed to NBISD as provided in Article 2, section 1.

1.13 NBISD understands and agrees notwithstanding other provisions herein that the SROs shall at all times be deemed peace officers and employees of the City of New Braunfels and shall be 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 and 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.

ARTICLE 2

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. Expenses related to the equipment and vehicles will be billed upon authorization of the position. 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 except as noted above.

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 a minimum of 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.

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 all SROs, whether hired under Section 1.1 or assigned to overtime work under Section 1.2, 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.

2.5 On an annual basis, both NBISD and the City agree to amend each respective bodies current budget to reflect the approval of the Agreement and funding for the benefit of both Parties in support of this Agreement including financial contribution made pursuant to the agreement.

ARTICLE 3

3.1 The Parties agree that the terms and provisions of this Agreement shall commence on November 9, 2026 and shall continue in full force and effect for a three-year period ending on June 30, 2029, and subject to the agreement on Consideration by the Parties, shall have perpetual options to renew annually for an additional period of twelve (12) months. The renewal option shall be exercised prior to July 1 of current service year, unless the Parties hereto shall have previously exercised 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 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 Article 1 unless any of the SROs 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.

ARTICLE 4

4.1 This Agreement shall bind and benefit each Party 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 the other Party.

ARTICLE 5

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. 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.

5.2 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. 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.

5.3 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. 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. 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.

5.4 NBISD shall have no liability whatsoever for the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the City. The City shall be solely responsible, as between the City and NBISD 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; 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.

5.5 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. 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.

ARTICLE 6

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

City of New Braunfels

Robert Camareno, City Manager

City of New Braunfels 550 Landa Street

New Braunfels, Texas 78130

New Braunfels Independent School District

Dr. Laurelyn Arterbury, Superintendent of Schools

New Braunfels Independent School District 1000 N. Walnut Avenue

New Braunfels, Texas 78130

ARTICLE 7

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.

ARTICLE 8

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.

ARTICLE 9

9.1 This Agreement is the entire agreement between NBISD and the City 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.

ARTICLE 10

10.1 This Agreement shall be construed under the laws of the State of Texas, and obligations under the Agreement shall be performed in Comal County, Texas.

Remainder of this page is left blank.

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: _____

Printed Name: _____

Nancy York

President, New Braunfels ISD Board of Trustees

DATE:_____

CITY OF NEW BRAUNFELS, TEXAS

By: _____

Printed Name: _____

Robert Camareno

City Manager

DATE:_____