INTERLOCAL AGREEMENT FOR POLICE SERVICES

This agreement is made and entered into by and between the CITY OF LA VERNIA, a municipality situated in Wilson County, Texas hereinafter referred to as "City", acting through its City Council, and the LA VERNIA INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas, hereinafter referred to as "District," acting through its Board of Trustees (the City and District collectively referred to as the "Parties"). Authority for this agreement is granted and pursuant to the Interlocal Cooperation Act, Texas Government Code, Section 791.

WITNESSETH

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

WHEREAS, the City employs police officers to protect and serve the health, safety, and welfare needs of the residents of the City; and

WHEREAS, pursuant to Chapter 37 of the Texas Education Code the District may commission peace officers to provide necessary security and protection and determine the jurisdiction of such peace officers; and

WHEREAS, the District has a need for police protection on its campuses, but does not employ any Officers to fill this function; and

WHEREAS, the City is willing to provide four (4) Officer to assist and provide the police protection desired by the District; and

WHEREAS, District has determined it is in its best interest to enter into an agreement with City to provide such police services to District, and it has specifically authorized the subject peace officer(s) to carry weapons in performing such services at all District campuses and properties within the City's corporate limits; and

WHEREAS, District is willing to reimburse City for ten (10) months of salary and benefits for all four (4) Officers assigned to provide the services as set out herein, together with a five percent (5%) administrative fee calculated on such reimbursable salary and benefits; the City will be responsible for the remaining two (2) months of salary and benefits for the four (4) Officers;

WHEREAS, the City and District find that their cooperation in the matters contained in this Agreement will increase the efficiency and effectiveness of providing the governmental function of police protection on the District Campuses to the benefit of all the taxpaying citizens of the City and District,

NOW THEREFORE, in consideration of the mutual covenants and agreements stated herein, the parties hereto agree as follows:

ARTICLE I

PURPOSE

The purpose of this Agreement is for the City to provide police protection to the District by assigning a School Resource Officer ("SRO") to be present on the campuses and other property owned and/or operated by the District during the times agreed to and described under this Agreement.

ARTICLE II

TERM

2.1 The term of this Agreement is for three (3) years beginning on the first (1st) day of October, 2026, and shall continue in full force and effect until 11:59 p.m. on the thirty-first (31st) day of September 2029, unless sooner terminated as herein provided. This agreement may be renewed by mutual consent for additional one (1) year terms not to exceed more than three (3) such additional terms. The process of renewal may be initiated by either party by forwarding written notice to the other party of such intent no less than thirty (30) days prior to the expiration of this agreement. Renewal of the Agreement shall require formal action during an open meeting of the governing body of each respective party hereto.

2.2 This Agreement may be terminated during the initial term or any subsequent term, by either party if funding of this position, in the sole opinion of the terminating party, is not adequately provided.

2.3 In the event this Agreement is terminated as provided herein, the sums owed up to and including the day of termination shall be paid and any funds remaining after this final payment, if any, shall be refunded.

ARTICLE III

SERVICES

RIGHTS AND DUTIES OF THE CITY

3.1 The City agrees to provide four (4) uniformed Commissioned Officers ("Officer" or "Officers") to the District under the terms provided in the Agreement for purposes of police protection on property owned or operated by the District. It is expressly understood and acknowledged by the Parties that the Officers, in performing the law enforcement services under this Agreement, shall only enforce the laws of the State of Texas and the City of La Vernia, and not the rules of the District and its campuses.

3.2 The Officers shall at all times remain an employee of the City, subject to the direction and control of the City for all purposes except as provided in Paragraph 3.10 below. The City shall ensure that the Officer notifies the Superintendent of any incident involving District property, students and/or employees.

3.3 Except as otherwise provided in this Agreement, the City will be solely responsible for all costs and expenses related to the employment of the Officers and the conduct of his operations, including transportation and related expenses, the Officer's continued licensing as an officer, weapons, ammunition, and related equipment. The City agrees to obtain and maintain in force during the term of this Agreement law enforcement liability insurance in the coverage amount usually carried by the City for its police officers and automobile insurance, for the police car used by the Officer's, in the coverage amount usually carried by the City for its vehicles, which shall name the District as an additional insured party and shall cover the services provided by the Officer's under this Agreement. The City shall annually provide to the District a certificate of insurance reflecting this coverage at the time of policy renewal.

3.4 The parties hereto agree that the Officers are at all times under the direct control and command of the La Vernia Police Chief and that in the event of the commission of a felony offense within the City limits, a natural catastrophe, a local, state or national emergency, any incident resulting in serious bodily injury or death or, in the opinion of the City Police Chief, any other matter requiring the mobilization of the City's police force to protect its citizens, that the officer assigned to duty under this Agreement may be assigned to other duties for periods of time not to exceed five (5) days. In such event, the City shall provide notice to the District within twenty-four (24) hours of the reassignment, when times allow

3.5 The City shall have the right, at such times as the Officers are not working the scheduled hours and/or performing school related duties with the District as described in provision 3.10 below, to schedule the Officer to perform duties for the City.

3.6 In addition to the Officer's under paragraph 3.1 of this Agreement, the City will provide and pay for the following items:

a. Two police cars when available;

b. A current juvenile code;

c. A current family code;

d. A current penal code;

e. Campus officer training for the Officers;

f. First aide and C.P.R. training for the Officers;

g. A current La Vernia Police Department citation book; and

h. Stationary.

3.7 When the Officer's takes a person into custody in the course of duty under this Agreement, City shall notify District 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 law, the Officer shall report to District 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.

RIGHTS AND DUTIES OF THE DISTRICT

3.8 During the term of this Agreement, the District shall reimburse the City for ten (10) months of annual salary, holiday pay, and benefits for all four (4) Officers, calculated as ten-twelfths (10/12) of annual salary and benefits. The City shall be responsible for the remaining two (2) months of salary and benefits for all four (4) Officers. The District shall also pay an administrative fee equal to five percent (5%) of the District's ten-month salary and benefits allocation. Salary for the Officers will be determined by level of certification (Basic/Intermediate/Advanced/Masters). The City shall provide the District with thirty (30) days' notice of a proposed increase in the Officer's salary. An agreed-to increase shall become effective on the following quarter invoice. Beyond the salary provided for the Officers related to the District regular working hours described above and in provision 3.10 below, overtime hours shall be paid by the District for District requested time and District related duties. If or when the City Police Chief requires the services of the Officer for police duty described in provision 3.4 above, and such duty requires working hours beyond those described herein under provision 3.10, such non-District police duty overtime shall be paid for by the City. If or when the Officer and police Department schedule the Officer for non-District police duty hours as described in provision 3.5 above, and such duty requires working hours that are beyond the working hours described herein under provision 3.10, such non-District police duty overtime work shall be paid for by the City. The District shall provide the Officer use of an office located at the high school to include a telephone, land line, file cabinet, and table or desk as available from District furniture and equipment inventory.

3.9 At the assignment of an Officer, and at any time that the City proposed to change the Officer assigned under this Agreement, the District and Police Department shall cooperate with one another to interview and review the qualifications and experience of the Officer proposed by the City. The District shall have the right to veto and refuse the Officer assigned and the City shall propose a different Officer for consideration.

3.10 Except as otherwise scheduled by the District as herein provided, the regular working hours of officers assigned to the elementary campuses shall be from 6:45 A.M. to 4:45 P.M. on school days and officers assigned to the secondary campuses shall be from 7:00 A.M. to 5:00 P.M. on school days. The District shall have the right to direct the specific scheduling of the Officer, such as to assign a classroom or other facility, to assign additional meetings or instructional times, and to assign the Officer to extracurricular functions. The District will use its best efforts to establish the Officer's weekly schedule on or before the last day of the week preceding the week scheduled. Should the District total hours worked by the Officer surpass the District regular working hours described above, the Officer shall be compensated for such overtime work based in District overtime compensation policy. District work beyond regular working hours will be determined by the District based on security needs and will not be available on a regular or routine basis. The District will provide all schedules to the City's Chief of Police. The District recognizes that working hours during the school year, particularly during the winter, summer, and spring school breaks, may not require the Officer to be on duty at the hours listed above. The District shall work in cooperation with the City Police Department to provide the District work schedule for the Officer during the non-regular work hour times such that the Officer may schedule City Police Department work at the discretion of the City and Officer.

3.11 If additional officers are required during the school day, the District will reimburse City at a rate of $25 per hour, per officer.

MUTUAL AGREEMENT

3.12 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 Officer's will not otherwise cause unnecessary risks.

3.13 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 between the Parties. Information will only be released by a Party in accordance with established law and its existing policies and procedures.

ARTICLE IV

BILLING AND NOTICE

4.1 Within fifteen (15) days of the execution of this Agreement by both parties, the City shall send an invoice to the District covering the first three-month period of this Agreement that shall encompass the District's ten-month allocation of salary and benefits for all four (4) Officers, together with a five percent (5%) administrative fee, and the District agrees to pay this initial invoice as provided in paragraph 4.2 of this Agreement. District shall be billed quarterly for each period thereafter. Based on the Option Two cost calculation dated October 22, 2026, the proposed annual District payment is $357,757.85, payable in quarterly installments of $89,439.46, $89,439.46, $89,439.46, and $89,439.47, subject to any salary changes approved pursuant to paragraph 3.8.

4.2 District agrees to pay all uncontested invoices within thirty (30) days of receipt. In the event the District disagrees with the total amount due under an invoice, it shall pay all uncontested amounts as provided and notify City why the portion not paid is unacceptable. If the dispute cannot be settled, either party may file suit in a Court of competent jurisdiction.

4.3 District and City agree that each party shall pay for any financial obligations of the party from the then current fiscal year revenues available to the paying party.

4.4 All notices/invoices by the parties shall be deemed given when deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following addresses:

For the City: City of La Vernia Attention: City Administrator P.O. Box 225 La Vernia, Texas 78121

For the District: La Vernia Independent School District Attn: Superintendent of Schools 13600 US Hwy 87 West La Vernia, Texas 78121

ARTICLE V

GENERAL PROVISIONS

5.1 In the event that one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5.2 The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas. Furthermore, this Agreement is entered into in Wilson County, Texas and venue shall lie in such county.

5.3 No amendment, modification or alteration to this Agreement shall be binding unless the same be in writing, dated subsequent to the beginning date hereof and duty executed by the parties hereto.

5.4 This Agreement shall be binding on and inure to the benefit of the parties hereto and their matter of this Agreement and supersedes any prior understandings, whether written or oral.

5.5 This Agreement constitutes the sole and only agreement of the parties pertaining to the subject matter of this Agreement and supersedes any prior understandings, whether written or oral.

5.6 The relationship of District 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. 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 the Parties hereto.

5.7 The captions contained in this Agreement are for convenience of reference only and in no way limit or expand the terms or conditions of this Agreement.

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

5.9 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.

5.10 Neither Party shall assign or transfer any interest in this Agreement without prior written approval of the other Party.

5.11 In providing the services under this Agreement, both parties agree to and shall abide by any and all Federal, including but not limited to the Family Educational Rights and Privacy Act (FERPA) 20 USC §1232g, State and Local law, including, but not limited to a statute, ordinance, rule or regulation, pertaining to such services which is in effect or comes into effect while this Agreement is in force. Notwithstanding any other provisions of this Agreement, any violation of this Section 5.11 shall constitute a material breach of this Agreement and shall entitle the non- breaching party the right to immediately terminate this Agreement and seek all remedies allowed by law.

5.12 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A signature transmitted by facsimile or similar equipment shall be deemed an original signature.

5.13 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 the District shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement. The relationship of the City and the District 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, 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. Each Party 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 or in connection with 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 the District shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law. Neither of the Parties 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.

5.14 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A signature transmitted by facsimile or similar equipment shall be deemed an original signature.

ARTICLE VI ADDITIONAL NON-SRO SERVICES SEPARATELY BILLED

6.1 When available, the City of La Vernia Police Department will supply and arrange for all equipment and personnel necessary for staffing, security, crowd control, and other tasks during UIL events, except as provided herein; at a rate of $45.00 an hour, at a minimum of 3 hours, (max five (5) officers for Varsity Football, max one (1) officer all other UIL events, unless otherwise requested).

6.2 When available, City of La Vernia Police Department will supply and arrange for all equipment and personnel necessary for traffic control morning and afternoon, and other tasks, except as provided herein; at a rate of $25.00 an hour, Morning traffic control will be limited to one (1) hour (no more than two (2) officers) and afternoon traffic will be limited to one (1) hour.

IN WITNESS OF WHICH this Agreement is executed in duplicate originals this _____ day of _____, 2026.

CITY OF LA VERNIA, TEXAS LA VERNIA INDEPENDENT SCHOOL DISTRICT

_____ _____

Mayor, City of La Vernia LVISD Board President

_____ _____

City Administrator LVISD Board Secretary

_____

Chief of Police, City of La Vernia