

## **INTERLOCAL AGREEMENT FOR K-9 NARCOTICS DETECTION**

This Interlocal Agreement ("Agreement") is executed by and between the Floresville Independent School District ("FISD") and the \_\_\_\_\_ Independent School District ("Host District"), hereinafter also referred to collectively as "Parties" and/or "Participating Districts".

### **RECITALS**

**WHEREAS**, The Parties are authorized by the Interlocal Cooperation Act, Texas Government Code Chapter 791 (the "Act"), to enter into cooperative agreements among themselves, for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, and programs; and

**WHEREAS**, this Agreement will provide a governmental function or service that each party to the contract is authorized to perform individually; and

**WHEREAS**, the Parties have determined that this Agreement will result in improved services being provided more economically and efficiently and will increase public safety for the constituents of each District; and

**WHEREAS**, the purpose of this Agreement is to provide for the shared use of FISD's K9 narcotics detection dog and handler by the Host District to promote school safety and prevent illegal drug use on school campuses.

**NOW THEREFORE**, the Parties have agreed, and do hereby agree, as follows:

### **ARTICLE 1** **SERVICES TO BE PROVIDED BY FISD**

**Section 1.1. Trained K9 and K9 Handler.** FISD agrees to provide a K9 and trained K9 handler at the Host District's high school and middle school campuses. The handler's duties shall include handling a trained K9 to search, apprehend and sniff out narcotics or other illegal substances during regular school hours.

**Section 1.2. Inspection Services.** The services provided by FISD are specifically limited to the scent inspection by the canine and the reporting of any positive alert to the Host District. FISD handlers will not perform any search of any person or personal property.

**Section 1.3. Regular Inspection Schedule.** At the beginning of the Term Year, Host District will coordinate with FISD and schedule between a maximum of ten (10) and a minimum of six (6) inspections (for example, an inspection at every six-week grading schedule) in accordance with Section 3.3 herein and in no event shall schedule as part of this Regular Inspection more than one (1) visit per month.

**Section 1.4. Supervision.** The K9 handler shall be physically present on the assigned school campus during regular school hours or during such hours as are mutually agreed upon by the K9 handler and the campus Principal(s), but shall be directly supervised by FISD.

**Section 1.5. Employee Status.** At all times during the term of this Agreement, the K9 and K9 handler provided by the K9 District and assigned to the Host ISD shall be considered employees of FISD and not employees of the Host ISD. FISD shall be responsible for maintaining accurate records of the dates of service, and any other information regarding the K9 handler assigned to the Host ISD that may be necessary in connection with the performance of this Agreement.

## **ARTICLE 2**

### **RIGHTS AND DUTIES OF HOSTING DISTRICT**

**Section 2.1. Coordination of Inspection Services.** In order to coordinate inspection visits, the Host ISD will provide the name, title and contact information of the designated representative at each campus to the Superintendent of FISD.

**Section 2.2. On-site Coordination.** The Principal of each campus that uses the K9 and handler shall coordinate and work with the K9 handler with respect to the inspection services provided. The campus Principal shall have the discretion to establish the areas to be inspected.

**Section 2.3. Scheduling.** The Host District will coordinate with FISD at the beginning of the Term Year to schedule the specific dates and time in which the K9 and K9 Handler will visit the Host District campuses for Regular Inspections. The Host District shall provide FISD with at least forty-eight (48) hours notice of the date upon which the Unscheduled Services are requested. Should FISD receive less than forty-eight (48) hours notice, as in an urgent situation, FISD shall be entitled to an expedite fee described in Article 3 below.

**Section 2.4. Searches.** It shall be the responsibility of the Host District to have a law enforcement officer or other designated representative present during the scent inspection by the canine and such officer or representative shall, at his or her discretion, conduct any further search of any person or personal property.

**Section 2.5. Payment.** The Host ISD shall pay and reimburse FISD for the services provided as set forth in Article 3 below.

## **ARTICLE 3**

### **CONSIDERATION**

**Section 3.1. Current Revenues.** It is the intent and understanding of the Parties that the obligations of each Party under this Agreement shall remain effective only so long as and provided that each party has fully appropriated funds for performing such obligations for the Party's current fiscal year. Failure to completely obligate funds will not relieve either party of responsibility for payment of costs incurred under this Agreement.

**Section 3.2. Fair Compensation.** The Parties agree that pursuant to Section 791.011 of the Local Government Code authorizing this Agreement, payments for services must be in an amount that fairly compensates the performing party for the services actually performed under the contract.

**Section 3.3. Regular Inspections.** The coordinated inspection schedule agreed to at the beginning of the Term Year in conformation with section 2.3 above, consisting of a maximum of ten (10) and a minimum of six (6) inspections per Term Year (for example, an inspection at every six-week grading schedule). The cost per search of the Host ISD campus:

Scheduled District Visit: Three hundred dollars (\$300.00)

**Section 3.4. Additional Inspections.** Previously unscheduled inspections (for example for special events) beyond Regular Inspections shall be contingent upon the availability of the K9 and K9 Handler. The cost per search of the Host ISD campus:

Unscheduled District Visit: Three hundred fifty dollars (\$350.00)

**Section 3.5. Extended Inspections.** Any inspection requested by the Host ISD which requires more than one (1) hour beyond the initial regular inspection will be charged an additional fee, billed in half-hour increments at the following rate:

Hourly rate: Eighty-five dollars (\$85.00)

**Section 3.6. Expedite Fee.** In addition to regular payment outlined in this Article, should FISD receive less than forty-eight (48) hours notice, as in an urgent situation, FISD shall be entitled to an Expedite Fee in the following amount:

Expedite fee: Fifty dollars (\$50.00)

**Section 3.7. Adjustment of Consideration.** In the event of any such review, or the renewal or extension of the term of this Agreement, the consideration to be given and paid by the Host ISD for the services provided by the FISD pursuant to this Agreement shall be recalculated and determined for such extended or renewal term based on a sum or amount that is not less than FISD's actual costs for providing such services.

## **ARTICLE 4**

### **TERM OF AGREEMENT, REVIEW AND DISPUTES**

**Section 4.1. Initial Term of Agreement.** The term of this Agreement shall begin August 1<sup>st</sup>, 2025 and end July 31, 2026. After the expiration of the initial term, the Agreement shall continue on a month-to-month basis until either the Agreement is renewed or is terminated by either party with a thirty (30) day written notice.

**Section 4.2. Term Year.** For purposes of this agreement, each Term Year begins August 1<sup>st</sup> and ends July 31<sup>st</sup>.

**Section 4.3. Review and Renewal.** Either FISD or the Host ISD may, no later than thirty (30) days prior to the anniversary date of the execution of the Agreement, give written notice to the other party of a request for formal review of the Agreement. Upon the request of either party, any amendment or renewal of the Agreement shall be considered and approved by the respective governing bodies of the Parties.

**Section 4.4. Termination of Agreement.** This Agreement may be terminated by either party at any time with or without cause upon a thirty (30) day written notice to the other party. Such written notice shall specify the effective date of termination.

**Section 4.5. Disputes.** The Parties agree that any conflicts arising out of or relating to this Agreement shall be submitted to non-binding mediation prior to the initiation of any legal action; however, should mediation fail to resolve the dispute, either Party may pursue litigation in a court of competent jurisdiction as defined in Section 6.3 herein.

## **ARTICLE 5**

### **INSURANCE AND LIABILITY**

**Section 5.1. Government Services.** Notwithstanding any provision to the contrary herein, FISD and Host ISD shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement. With respect to the services provided pursuant to the Agreement, FISD shall be an independent contractor to the Host ISD. Any K9 handler assigned to duty at any Host ISD campus pursuant to this Agreement, shall not be considered an employee of Host ISD, but shall at all times remain an employee of FISD.

**Section 5.2. Liability.** It is understood and agreed between the parties that each party hereto shall be responsible for its own acts of omissions, including the acts of omissions of its employees, officers, trustees, and agents. Where injury or property damage result from the joint or concurring negligence of both parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity.

**Section 5.3. No guarantee or warranty.** Host ISD acknowledges and agrees that FISD is making no guarantee or warranty, either expressed or implied, that its services will absolutely avert and/or prevent all or any loss or damage to the searched premises.

**Section 5.4. Tort Claims Act.** Each party acknowledges that the other party is a political subdivision of the State of Texas and is subject to, and complies with the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

**Section 5.5. Notice of Claims.** Each party shall promptly advise the other party in writing of any claim or demand against FISD or Host ISD or known to it related to or arising out of actions or omissions under this Interlocal Agreement and shall see to the investigation of and defense of such claim or demand at its expense. The other party shall have the right, at its option and at its

own expense, to participate in such defense without relieving the advising party of any of its obligations under this paragraph.

**Section 5.6. Insurance.** The Host ISD 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 save, protect, and insure itself, its property, its employees, officers, trustees and agents from claim, cause of action, liability arising out of the acts or omissions of the Host ISD, its employees, officers, trustees, and agents. FISD 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 save, protect, and insure itself, its property, its employees, officers, and agents from any claim, cause of action, or liability arising out of the actor omissions of FISD, its employees, officers, or agents.

## **ARTICLE 6**

### **MISCELLANEOUS**

**Section 6.1. Policy Making Authority.** The Host ISD shall have exclusive control, supervision and policy making authority for and with respect to the rules of conduct and regulations regarding crowd control at athletic and special events. The final disciplinary action or other dispensation of any matter or issue involving only a violation of a rule of regulation of the Host ISD shall be at the discretion of the Host ISD.

**Section 6.2. Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty, responsibility or right as to either the Host ISD or FISD except with respect to the use of a general provision of the services specifically set forth in this Agreement. This Agreement does not and shall not be interpreted to limit or extend any governmental authority for or with respect to the provision of any service or the undertaking of any function or level of service except as specifically set forth herein.

**Section 6.3. Jurisdiction.** Nothing in this Agreement shall be deemed to extend, increase or limit the jurisdiction or authority of FISD or the Host ISD except as necessary to implement, perform and obtain the services and duties provided for in this Agreement. The Host ISD specifically extends jurisdiction and authority to FISD to implement and perform its duties provided for in this Agreement upon all property immediately under control of the Host ISD, save and except only as specifically provided in this Agreement, all government functions and services traditionally provided by the Host ISD, and all governmental functions and services traditionally provided by FISD, shall be and remain the sole responsibility of each respective party. This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Wilson County, Texas and all obligations of the parties are performable in Wilson County, Texas.

**Section 6.4. Government Immunity.** Nothing in this Agreement shall be constructed to waive, modify or amend any legal defense available to the Host ISD, FISD or any past or present Trustee, officer, elected official, agent, or employee of the Participating Political Subdivisions including, but not limited to governmental immunity from suit as provided by law.

**Section 6.5. Contract Supervision and Controls.** The Host ISD and FISD shall each monitor, review and provide oversight and supervision of the services as they are provided and each agrees to notify the other as soon as reasonably possible if any of the services becomes unsatisfactory.

**Section 6.6. Notices.** Notices to be provided by any party to this Agreement to the other party shall be in writing and directed via U.S. mail or hand delivery or electronic mail with return receipt requested, to the other party at the following addresses:

Floresville ISD Superintendent  
Attn: Dr. Jason Gilstrap  
1200 5<sup>th</sup> Street  
Floresville, Texas 78114  
jgilstrap1@fisd.us

\_\_\_\_\_ ISD Superintendent  
Attn: [Name of Superintendent]  
[Street]  
[City, Texas, Zip Code]  
[email]

**Section 6.7. Nondiscrimination.** FISD and the Host ISD agree that in the execution, performance, or attempted performance of this Agreement, they will not discriminate against any person or persons because of gender, race, religion, color, sexual orientation or national origin.

**Section 6.8. Waiver of Default.** No waiver by the parties hereto of any default or breach or the failure to insist upon the performance of any term, condition, provision, or covenant of this Agreement shall be deemed to be a waiver or relinquishment to any extent of any other breach of the same or any other term, condition, provision, or covenant contained herein or the right of the parties to assert or rely upon any such term.

**Section 6.9. Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith.

**Section 6.10. Gender, Number, and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The Headings and section numbers for the convenience only shall not be considered in interpreting or constructing this Agreement.

**Section 6.11. Amendment.** This Agreement constitutes the final and entire agreement between the parties. It contains all of the terms and conditions agreed upon. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

**Section 6.12. Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

**Section 6.13. No Partnership.** The relationship between the Fisd and the Host District is limited to that which is set forth herein. No action(s) or undertaking(s) of either party will be construed to create or suggest a partnership, expressed or implied.

**Section 6.14. No Third-Party Beneficiary.** This Agreement is entered into by and between the Parties hereto and for their benefit. There is no intent by the Parties to create or establish third party beneficiary status or rights in any third parties, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement. 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.

**IN WITNESS WHEREOF,** the parties have executed and attested this Agreement by their by their duly authorized representatives as of the date below.

**EXECUTED AND DELIVERED** initially by and between Floresville Independent School District, Texas and \_\_\_\_\_ Independent School District on this site this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**FLORESVILLE INDEPENDENT  
SCHOOL DISTRICT**

By: Stephen Shodvock  
President, Board of Trustees

By: [Signature]  
Secretary, Board of Trustees

\_\_\_\_\_ **INDEPENDENT  
SCHOOL DISTRICT**

By: \_\_\_\_\_  
President, Board of Trustees

By: \_\_\_\_\_  
Secretary, Board of Trustees