

## **INTERLOCAL AGREEMENT**

This Interlocal agreement (“Agreement”) is executed by and between the Brownwood Independent School District and the City of Brownwood, Texas (hereinafter referred to collectively as “Participating Political Subdivisions”).

### **WITNESSETH**

**WHEREAS** the Participating Political Subdivisions are authorized by the Interlocal Cooperation Act, Texas Government Code § 791 (the “Act”), to enter into cooperative agreements among themselves, and with and among other political subdivisions of the State of Texas, for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, and programs; and

**WHEREAS** the services made the subject of this Agreement are a governmental function and the Participating Political Subdivisions desire to contract in a manner to require each entity to, respectively, provide the services and to make the payments set forth in this Agreement; and

**WHEREAS** the Participating Political Subdivisions 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 the Brownwood ISD and the City;

**NOW THEREFORE**, the Participating Political Subdivisions have agreed, and do hereby agree, as follows:

### **ARTICLE 1** **SERVICES TO BE PROVIDED BY THE CITY**

Section 1.01 **Campus Security**. The City agrees to assign a police officer to serve at any Brownwood ISD campus determined by the Board of Trustees. Any such officer shall be subject to the approval of the Superintendent and the campus Principal. The officer’s duties shall include traffic control services, law enforcement, and assisting school administration with security during regular school hours.

The City and the Brownwood ISD acknowledge the importance of having the same officer present at the district on a day to day basis in order to promote continuity and familiarity with the district and students. The City and the Brownwood ISD agree that any substitutions of personnel by the City shall be discussed and mutually agreed upon prior to such substitution being made.

The campus police officer shall be physically present on campus and performing services for the benefit of Brownwood ISD pursuant to this Agreement from 7:30 to 4:00 p.m. on each day that school is in session, and on each weekday that school is not in session (excluding the Thanksgiving Holidays, the Winter Break and Spring Break all as set forth in the district academic calendar, and any other national holidays during the school year as set forth in the academic calendar. The parties acknowledge and agree that the district academic calendar shall change each school year during the term of this Agreement and shall be replaced with a new school calendar.

Notwithstanding the foregoing, it is agreed that the work schedule and hours of the campus police officer may be changed during the term of this Agreement by mutual agreement of the parties, including the schedule and hours of the assigned officer on days when classes are not in session. The assigned officer shall coordinate and

cooperate with the campus Principal but shall be directly supervised by the Chief of Police of the City. In the event that there is a conflict between the campus Principals as to which campus the assigned officer be present at, the Superintendent or his designee shall determine and direct the assigned officer to the desired campus. The parties understand that the officer may be required to carry out certain school district duties and responsibilities, including, for example, an investigation of truancy complaints during non-school hours. Notwithstanding the foregoing, it is the intent of the parties that the assigned officer shall be in a "full-time" position as defined in Section 3.01 and on-campus or otherwise performing work for the specific benefit of the Brownwood ISD for at least forty (40) hours per week. If the assigned officer does not work forty (40) hours per week for the benefit of the Brownwood ISD, the City shall adjust the monthly billing accordingly as set forth in Section 3.01. The parties agree, however, that the City maintains the right to have the campus police officer respond to non-school incidents or calls in the City which reasonably requires the presence of the assigned campus police officer from time to time.

At all times during the term of this Agreement, the law enforcement personnel provided by the City and assigned to the Brownwood ISD shall be considered employees of the City and not employees of the Brownwood ISD. The City shall be responsible for maintaining accurate records of the dates of service and any other information regarding the personnel assigned to the Brownwood ISD that may be necessary in connection with the performance of this Agreement. The officer will turn in a timesheet each month to the campus Principal to be signed and distributed to the City.

Unless agreed to in advance in particular situations, any officer assigned to serve at any Brownwood ISD campus shall dress in a uniform identifying him/her as a member of the police department of the City of Brownwood, and shall carry the usual equipment, such as sidearm, belt and holster, badge, and the like. At all times covered by this Agreement, any officer assigned to serve at any Brownwood ISD campus shall be a licensed, full-time, regular-duty police officer employed by the City of Brownwood.

## ARTICLE 2 SERVICES TO BE PROVIDED BY THE BROWNWOOD ISD

Section 2.01, Campus Security. The Principal of each campus that used the services of a campus police officer shall coordinate and work with that police officer with respect to the law enforcement services provided and any special issues that warrant increased attention. The campus Principal shall have the discretion to establish the daily tasks of the officer assigned to that campus, including designating specific campus issues to be addressed. The officer will follow the procedures outlined in the law enforcement policy manual owned by the City. Notwithstanding the foregoing, the Brownwood ISD understands and agrees that the assigned officer has legal obligations and duties imposed upon him as a certified peace officer and that those obligations and duties shall take precedence over any conflicting tasks delegated to the assigned officer by the Brownwood ISD. The Brownwood ISD shall pay and reimburse the City for the services provided as set forth in Section 3.01 below.

In accordance with the Interlocal Cooperation Act, the Brownwood ISD agrees that any payments due under this Agreement shall be paid only from current revenues.

As between the City and the Brownwood ISD, the Brownwood ISD shall be solely responsible for any premises defects, hazards, or circumstances that may cause injury or be incompatible with the use of any Brownwood ISD facility.

**ARTICLE 3**  
**CONSIDERATION AND REVIEW**

**Section 3.01 Consideration.** The Brownwood ISD agrees to pay, as consideration for the services provided pursuant to this Agreement, an amount equal to 100% of the “actual costs” to the City of the services provided. For all services provided pursuant to this Agreement, “actual costs” shall be calculated as follows: the police officer’s salary and benefits multiplied by the percentage of the year that the police officer is utilized by Brownwood ISD. The school is estimated to be 37.5 weeks (excluding the Thanksgiving Holidays, the Winter Break, and Spring Break all as set forth in the calendar for the school year) For purposes of the Agreement, 37.5 “full-time” weeks shall be the base period upon which the monthly billing is calculated. “Full-time” is defined as forty (40) hours per week. If Brownwood ISD uses a police officer for the services described in this Agreement in excess of forty (40) hours, then Brownwood ISD will reimburse the officer for the overtime costs directly attributed to those hours at a rate of \$25 per hour. If Brownwood ISD uses a police officer for services described in this Agreement, in excess of 37.5 “full-time” weeks, exclusive of overtime hours, then the monthly billing shall be adjusted in accordance with this section, and Brownwood ISD will reimburse the City for these additional days.

If the police officer assigned by the City to the Brownwood ISD works for Brownwood ISD less than forty (40) hours per week and/or fails to work 37.5 “full-time” weeks, then the monthly billing shall be adjusted in accordance with this section and the City will reimburse the Brownwood ISD accordingly.

The Brownwood ISD shall pay for the services rendered under this section no later than 30 days after receipt of the City’s monthly bill for services. In the event of a dispute regarding the fee for services, the City and the Brownwood ISD agree to negotiate a mutually acceptable compromise in a timely manner.

**Section 3.02 Review and Renewal.** Either the City or the Brownwood ISD may, no later than 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 respective performances and issue pursuant to this Agreement. Such review, if any, shall be accomplished administratively and, upon the request of either party, any amendment shall be considered by the respective governing bodies of the parties.

**Section 3.03 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 Brownwood ISD for the services to be provided by the City 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 the City’s actual costs for providing such services.

**ARTICLE 4**  
**TERM OF AGREEMENT AND REVIEW**

**Section 4.01 Initial Term of Agreement.** The term of this Agreement shall be for three (3) years from the date of execution and shall continue in perpetuity unless either party notifies the other in writing 30 days prior to the expiration date.

**Section 4.02 Commitment of Current Revenue.** Pursuant to Local Government Code Section 271.903 and Board Policy CE (LEGAL), this contract is a commitment of the Brownwood ISD current revenue only, and the Board of Trustees retains the continuing right to terminate the contract at the expiration of each budget period during the term of the contract. Performance under this contract is conditioned on a best efforts attempt by the Brownwood ISD Board of Trustees to obtain and appropriate funds for payment of any sums due under this contract.

**ARTICLE 5**  
**INSURANCE AND INDEMNIFICATION**

**Section 5.01 Governmental Services.** Notwithstanding any provision to the contrary herein, this Agreement is a contract for the performance of governmental functions by governmental entities. The services provided for herein are governmental functions, and the City and the Brownwood 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 this Agreement, the City shall be an independent contractor to the Brownwood ISD. Any police officer assigned to duty at any Brownwood ISD campus pursuant to this Agreement, shall not be considered an employee of the Brownwood ISD, but shall at all times remain an employee of the City.

**Section 5.02 Liability.** It is understood and agreed between the parties that each party hereto shall be responsible for its own acts or omissions, including the acts or 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 5.03 Insurance.** The Brownwood 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 any claim, cause of action, or liability arising out of the acts or omissions of the Brownwood ISD, its employees, officers, trustees or agents. The City 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 acts or omissions of the City, its employees, officers or agents.

**Section 5.04 No Indemnification.** The Brownwood ISD and the City specifically agree that each party shall be individually and respectively responsible for responding to, dealing with, insuring against, defending and otherwise handling and managing any complaint, claim or cause of action brought against itself, its respective employees, officers, trustees or agents, resulting from the provision of services pursuant to this Agreement.

## ARTICLE 6 MISCELLANEOUS

**Article 6.01 Policy Making Authority.** The Brownwood ISD shall have exclusive control, supervision and policy making authority for and with respect to the rules of conduct and regulations governing student conduct and 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 or regulation of the Brownwood ISD shall be at the discretion of the Brownwood ISD, provided that in the event a sworn officer of the City observes any event, matter or action that appears to constitute a violation of any local, state or federal penal or criminal law, then in such event, the investigation of an decision to file charge on any such event shall be made by the Officer in Charge or the Chief of Police.

**Article 6.02 Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty, responsibility or right as to either the Brownwood ISD or the City except with respect to the use and general provision of the services specifically set forth in these Agreement. This Agreement does not and shall not be interpreted to limit or extend any governmental or proprietary 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.

**Article 6.03 Jurisdiction.** Nothing in this Agreement shall be deemed to extend, increase or limit the jurisdiction or authority of either the City or the Brownwood ISD except as necessary to implement, perform and obtain the services and duties provided for in this Agreement. The Brownwood ISD specifically extends jurisdiction and authority to the City to implement and perform its duties provided for in this Agreement upon all property under the immediate control of the Brownwood ISD, save and except only as specifically provided in this Agreement, all governmental functions and services traditionally provided by the Brownwood ISD, and all governmental and proprietary functions and services traditionally provided by the City, shall be and remain the sole responsibility of each respective party.

This Agreement shall be governed by the laws of the State of Texas, Brown County and the City of Brownwood.

**Article 6.04 Governmental Immunity.** Nothing in this Agreement shall be construed to waive, modify or amend any legal defense available to the Brownwood ISD, the City of Brownwood, or any past or present Trustee, officer, agent or employee, including, but not limited to governmental immunity from suit as provided by law.

**Article 6.05 Contract Supervision and Controls.** The Brownwood ISD and the City 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 in the event the level or quality of any scheduling, operating, services or performance issue becomes unsatisfactory. Notices provided by any party to this Agreement to the other party shall be in writing and directed via U. S. Mail or hand delivery, and facsimile, to the other party at the following addresses:

Brownwood ISD  
P.O. Box 730  
2707 Southside (76801)  
Brownwood, Texas 76804  
Attn: Superintendent

City of Brownwood  
P.O. Box 1389  
501 Center (76801)  
Brownwood, Texas 76804  
Attn: City Manager

**Article 6.06 Amendments and Modifications.** This Agreement may not be amended or modified except by written instrument executed by the City and the Brownwood ISD and authorized by their respective governing bodies.

**Article 6.07 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. The parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

**Article 6.08 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 are for convenience only and shall not be considered in interpreting or construing this Agreement.

**Article 6.09 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.

**IN WITNESS WHEREOF,** the parties have executed and attested this Agreement by their officer's thereunto duly authorized as of the date first written above.

**EXECUTED AND DELIVERED** initially by and between Brownwood ISD, and the City of Brownwood, Texas, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021

**Brownwood Independent School District**

**Attest:**

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

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

**City of Brownwood**

By: \_\_\_\_\_  
City Official

By: \_\_\_\_\_  
City Official