

INTERLOCAL AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF PARKER §

This Interlocal Agreement (“**Agreement**”) is made and entered into by and between the Town of Annetta, Texas (“**Town**”), and the Aledo Independent School District (“**Aledo ISD**”). Town and Aledo ISD may sometimes hereafter be referred to collectively as the “Parties,” and individually as a “Party.”

RECITALS:

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually, and in which the contracting parties are mutually interested; and

WHEREAS, the Parties represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, Annetta Elementary and Stuard Elementary, Aledo ISD elementary school campuses, are located within the Town of Annetta; and

WHEREAS, Aledo ISD authorized the Town to place license plate recognition cameras on Aledo ISD property; and

WHEREAS, the Town entered an agreement with Flock Group, Inc., to place technology on the Annetta Elementary and Stuard Elementary campuses that is capable of capturing audio, video, images, and recording data, and providing notifications to Aledo ISD (the “Master Services Agreement”); and

WHEREAS, Aledo ISD intends to enter into a separate agreement with Flock Group, Inc., regarding the technology on said campuses.

WHEREAS, the Parties desire to clarify their obligations regarding the placement and monitoring of the Flock cameras; and

WHEREAS, each Party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement; and

WHEREAS, both Parties find it mutually desirable to enter into this Agreement, and that the performance of the Agreement is in the best interest of both Parties, and that the undertaking will benefit the public.

NOW, THEREFORE, in consideration of the mutual benefits and promises each to the other made herein, the Parties do hereby agree as follows:

1. PLACEMENT. Aledo ISD authorizes the placement of Flock cameras on the Annetta Elementary and Stuard Elementary campuses in the locations depicted on Exhibit “A,” attached hereto and incorporated herein.

2. **TERM.** The Term of this Agreement shall coincide with the terms of the Master Services Agreement between Flock Group Inc., and the Town. In the event the Master Services Agreement terminates, this Agreement shall also terminate. The Town shall provide notice to Aledo ISD in the event of termination of the Master Services Agreement.

3. **FLOCK FOOTAGE.** All footage captured by Flock cameras shall be in the possession and control of Aledo ISD. The Parker County Sheriff's Office, acting in its capacity as law enforcement officers for the Town of Annetta, may request access to footage from the Aledo ISD, subject to the requirement of the Family Educational Rights and Privacy Act (FERPA), which shall not be unreasonably withheld.

4. **HARDWARE.** Aledo ISD shall not remove, re-position, re-install, tamper with, alter, adjust or otherwise take possession or control of the Flock cameras or materials. In the event the cameras or materials need to be adjusted, repaired, or replaced, Aledo ISD shall notify the Town.

5. **CHANGES TO LOCATION.** After installation of the Flock hardware, the Town shall notify Flock of any subsequent changes requested by either Aledo ISD or the Town to the location, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, or changes to the heights of poles. In the event that a location change is requested by Aledo ISD, Aledo ISD shall reimburse the Town for the associated costs. Aledo ISD will allow Town or Flock employees on Aledo ISD property, with prior coordination through Aledo ISD Administration, to make necessary changes.

6. **MISCELLANEOUS.**

- a. Entire Agreement: This Agreement expresses the entire agreement between the Parties.
- b. Amendment: Any modification, amendment or addition to this Agreement shall not be binding upon the Parties unless reduced to writing and signed by the persons authorized to make such agreements on behalf of the respective Party.
- c. Applicable Law: This Agreement shall be construed under and in accordance with the laws of the State of Texas. Each Party hereby irrevocably and unconditionally consents, accepts, and agrees to submit to the exclusive jurisdiction of any state district court in Parker County, Texas, with respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to this Agreement.
- d. Binding: This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns permitted by the Agreement. Neither Party may assign this Agreement without the prior written consent of the other Party.
- e. Severance: In the event that one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.
- f. Notices: Any notices shall be delivered to the following addresses, as applicable.

Town of Annetta
450 Thunder Head Lane
Annetta, Texas 76008
Attention: City Secretary

Aledo ISD
1008 Bailey Ranch Road
Aledo, Texas 76008
Attention: Superintendent's Office

- g. Attorney's Fees: In the event it should become necessary to take legal action to interpret or enforce the terms of this Agreement, the prevailing Party in such action shall be entitled to recover from the non-prevailing Party reasonable attorney's fees and costs of court.
- h. Governmental Function: By execution of this Agreement, each Party represents to the other that: in performing its duties and obligations hereunder, it will be carrying one or more governmental functions or services that it is authorized to perform; and the undersigned officer or employee of the Party has been properly authorized by that Party's governing body to execute this Agreement and that any necessary motions or resolutions extending such authority have been duly passed and are in effect.

The effective date of this Agreement is the _____ day of October, 2025.

Town of Annetta

Attest:

Jamee Long, City Secretary

Sandy Roberts, Mayor

Aledo Independent School District

Forrest Collins,
President of the Board of Trustees