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**INTERLOCAL AGREEMENT BETWEEN  
THE JOHNSON CITY INDEPENDENT SCHOOL DISTRICT  
AND  
THE CITY OF JOHNSON CITY, TEXAS  
FOR  
THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT is made and entered into by and between THE JOHNSON CITY INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas, ("DISTRICT") acting through its Board of Trustees, and THE CITY OF JOHNSON CITY, TEXAS, a municipality situated in Blanco County, Texas ("CITY"). DISTRICT and CITY may sometimes hereafter be referred to individually as "PARTY" or collectively as the "PARTIES". This Agreement sets forth the specific terms and conditions by which the School Resource Officer Program ("PROGRAM") will be administered. Authority for this Agreement is granted pursuant to the Interlocal Cooperation Act, Texas Government Code, Section 791 ("COOPERATION ACT").

**WHEREAS**, pursuant to the COOPERATION ACT, the PARTIES are empowered to contract with each other for the performance of governmental functions, including police protection, and, as permitted in Section 37.081 of the Texas Education Code, by providing a School Resource Officer ("SRO") to the DISTRICT;

**WHEREAS**, the DISTRICT and the CITY share a mutual goal of ensuring a learning environment in Johnson City that is free from the fear of crime, violence, and victimization by providing law enforcement and related services to the public schools of the CITY;

**WHEREAS**, the DISTRICT and the CITY recognize the potential outstanding public safety benefits that the PROGRAM will provide the students, teachers, and staff of the DISTRICT and all the citizens of the CITY;

**WHEREAS**, the DISTRICT and the CITY desire to build and maintain a positive relationship between police officers and the youth of our community;

**WHEREAS**, the DISTRICT has determined that it is in its best interest to enter into an agreement with the CITY to provide such police services to the DISTRICT, and it has specifically authorized peace officer(s) licensed by the Texas Commission on Law Enforcement ("TCOLE") to carry weapons in performing such services at all DISTRICT campuses and properties within the City of Johnson City corporate limits; and

**WHEREAS**, the CITY and the 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's campuses to the benefit of all the taxpaying citizens of the CITY and the DISTRICT.

**NOW, THEREFORE**, in order to carry out the intent of the PARTIES, as expressed above, and in accordance with the COOPERATION ACT, the PARTIES agree as follows:

## **ARTICLE I**

### **TERM**

The term of this Agreement is for one (1) year beginning on the first (1st) day of September, 2022, and shall continue in full force and effect until 11:59 p.m. on the thirty-first (31st) day of August, 2023, unless sooner terminated as herein provided. This Agreement automatically renews for successive one (1) year terms not to exceed more than four (4) such additional terms.

## **ARTICLE II**

### **CITY RESPONSIBILITIES**

The City of Johnson City Police Department ("POLICE DEPARTMENT") shall provide the following, which are deemed necessary to the success of the PROGRAM and the performance of duties by the officer:

#### **A. Number and Assignment of Officers**

1. The POLICE DEPARTMENT shall assign one (1) regularly employed SRO to the DISTRICT. The SRO will be assigned to the following campuses: Lyndon B. Johnson High School, Lyndon B. Johnson Middle School, and Lyndon B. Johnson Elementary School.

2. The SRO shall be a full-time POLICE DEPARTMENT employee, who is a certified Peace Officer for the State of Texas and who meets all requirements as set forth by the TCOLE and the POLICE DEPARTMENT.

3. At all times, the DISTRICT and the POLICE DEPARTMENT shall cooperate with one another to interview and review the qualifications and experiences of any potential SRO proposed by the POLICE DEPARTMENT. The POLICE DEPARTMENT shall make the final decision on all appointments and/or assignments related to the PROGRAM.

#### **B. Supervision**

1. The POLICE DEPARTMENT retains final authority, control, and command over the SRO's law enforcement responsibilities. The Chief of Police or designee shall serve as the Program Supervisor and shall oversee the SRO. After receiving significant input from campus principals and the School Superintendent, the Program Supervisor will determine the amount of time the SRO spends at any particular school campus.

2. The SRO shall meet with the School Superintendent or designee during normal work hours at a place, time, and frequency designated by the DISTRICT. The meeting content shall encourage and maintain an effective and collaborative relationship between the PARTIES. The POLICE DEPARTMENT shall ensure that the SRO notifies the principal and School Superintendent of any incident involving school property, students, and/or employees.

3. Unless delineated otherwise within this Agreement, the day-to-day operation and administrative control of the SRO will be the responsibility of the POLICE DEPARTMENT. All

acts of commission shall conform to the guidelines contained within the POLICE DEPARTMENT's Policy and Procedures Manual.

4. Responsibility for the SRO's conduct, both personally and professionally, including any necessary discipline, shall remain with the POLICE DEPARTMENT.

5. The PARTIES shall each monitor, review, and provide oversight and supervision of the PROGRAM, and each agrees to notify the other as soon as reasonably possible in the event the level or quality of any scheduling, operating, service, or performance issues become unsatisfactory.

C. Equipment

1. The POLICE DEPARTMENT will provide the SRO with the same law enforcement equipment, uniform(s), and vehicle(s) that are available to other officers of the POLICE DEPARTMENT.

2. The PARTIES shall be responsible for funding one fully equipped patrol vehicle and related costs, a portable radio, ammunition, personal protective equipment, software, and other equipment deemed necessary by the POLICE DEPARTMENT for use by the SRO, in accordance with Article VI hereof and Exhibit A, attached hereto and incorporated herein. The CITY will own the patrol vehicle, equipment, and software and it will not be the property of the DISTRICT, nor will the DISTRICT have a special right of access to the patrol vehicle, equipment, and software. The CITY shall pay for all repairs, upkeep, and other associated costs for the life of the patrol vehicle, and the patrol vehicle shall be placed on the same replacement schedule established by POLICE DEPARTMENT policy.

3. The DISTRICT authorizes the SRO to carry a weapon and act as a commissioned peace officer at all times, so long as the SRO is acting under his/her official capacity. Likewise, the DISTRICT specifically authorizes the SRO to carry a weapon in performing services at all DISTRICT campuses and properties.

D. Training

1. Within two (2) years of hire date, the SRO shall complete an active shooter response training program and all other required SRO training, as required by law and approved by TCOLE.

2. The PARTIES shall be responsible for funding all training and related costs in areas deemed necessary by the POLICE DEPARTMENT, in accordance with Article VI hereof and Exhibit A, attached hereto and incorporated herein.

3. The POLICE DEPARTMENT agrees to perform any obligations required to maintain the SRO as a commissioned police officer with full Texas peace officer status.

### **ARTICLE III**

#### **DISTRICT RESPONSIBILITIES**

The DISTRICT shall provide the following, which are deemed necessary to the success of the PROGRAM and the performance of the duties of the SRO. Use of any school owned equipment or facilities shall comply with DISTRICT policies and procedures.

A. **Facilities & Equipment**

1. Access to an air-conditioned and properly lighted private office that shall contain a telephone to be used for general business purposes.
2. A desk with drawers, a chair, worktable, filing cabinet, and office supplies.
3. A computer consistent with what is furnished to other employees.
4. A location for files and records which can be properly locked and secured.
5. Secretarial assistance on an as needed basis.
6. A portable two-way radio or, if available, the programming of an existing portable radio to enable the SRO to communicate directly with school or DISTRICT administration

B. **Training.** The DISTRICT shall be responsible for funding all training and related costs for the SRO in areas deemed necessary by the DISTRICT.

C. **Unrestricted Access.** Subject to the obligations under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, the DISTRICT agrees to provide the SRO with (a) unrestricted access to student and personnel records, as necessary for the investigation of criminal offenses, to collect certain incident-based data or to ensure the safety and security of DISTRICT campuses or events; and (b) unrestricted access to technology installed throughout Johnson City ISD, including surveillance cameras, to provide for safety and security, as permitted by law. The SRO shall be designated as a "school official" under Johnson City ISD Policy for purposes of access to student records. In providing the services under this Agreement, the PARTIES agree to and shall abide by any and all federal, including, but not limited to, the FERPA, 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 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. The SRO agrees to comply with all FERPA requirements and maintain the confidentiality of student records.

## **ARTICLE IV**

### **HOURS OF WORK**

The following shall establish regular duty hours, compensation for overtime, reassignments, and leave time for the SRO.

#### **A. Duty Hours of SRO**

1. The SRO shall work on a full-time basis during the active school year. Except as agreed to herein, the work period of the SRO shall consist of no more than eighty (80) hours. The SRO shall clock in and out of service in accordance with the CITY's Personnel Policies and Procedures Manual, and the SRO shall notify the Blanco County Dispatch when on and off-duty.
2. The SRO shall report for duty by 7:00 a.m. and remain on duty until 4:00 p.m. During his/her daily tour of duty, the SRO may be off campus to perform tasks, as required by their assignment. Any time the SRO will be off campus, the SRO will promptly notify the principal or the principal's designee prior to their absence.
3. Time spent by the SRO attending training or court arising out of their employment and/or duties as an SRO shall be considered hours worked under this Agreement.
4. The regular workday hours of the SRO may be adjusted by the DISTRICT on a temporary basis for specific situations. These adjustments will require the prior approval of the Program Supervisor.
5. The POLICE DEPARTMENT may temporarily reassign an SRO, without advance notice or mutual agreement of the PARTIES, for a situation deemed by the POLICE DEPARTMENT to be a public safety emergency. The POLICE DEPARTMENT may temporarily reassign an SRO for a non-school and/or non-public safety emergency with the DISTRICT's mutual agreement.
6. Leave time should be taken in accordance with the CITY's Personnel Policies and Procedures Manual and at times when school is not in session. The POLICE DEPARTMENT must approve all requests for leave time during normal work periods. The SRO will coordinate leave time with the School Superintendent and Program Supervisor.

#### **B. Overtime Hours for SRO**

1. If the DISTRICT requests the SRO to work in excess of eighty (80) hours within a work period, the DISTRICT will reimburse the CITY for the additional hours at the SRO's overtime rate, as billed by the CITY.
2. If the CITY requests the SRO to work in excess of eighty (80) hours within a work period, the CITY will be responsible for paying the additional hours, in accordance with established overtime procedures.

3. To the extent possible, any overtime hours that relate to SRO duties for the DISTRICT must be authorized and approved in writing by the School Superintendent or designee prior to the performance of the overtime work, and paid by the DISTRICT.

4. An SRO who enters into a contractual agreement with the DISTRICT for school related duties, such as coaching, intramural after school programs, teaching, or off-duty security, shall be paid by the DISTRICT in accordance with the DISTRICT's established procedures. Such contractual agreements shall receive the prior approval of the Program Supervisor and must be in accordance with the POLICE DEPARTMENT's policy.

## **ARTICLE V**

### **DUTIES**

SRO and Program Supervisor duties shall include, but not be limited to, the following:

A. **Duties of Assigned SRO**

The following shall be in addition to, and not in lieu of, the POLICE DEPARTMENT's obligation to provide routine patrol services on the same basis as are provided to other properties within the CITY.

1. Duties and responsibilities of the SRO include:

- a. Protection of the lives and property of DISTRICT students, personnel, and visitors. The SRO will serve and respond to all DISTRICT campuses located within the City of Johnson City.
- b. Enforcement of applicable federal, state, and local laws and ordinances.
- c. Investigations of criminal activity and accidents occurring at the DISTRICT campuses.
- d. Patrolling areas within or in the vicinity of the geographical boundaries of the DISTRICT to protect all students, personnel, and visitors. Patrol and other law enforcement duties of the SRO shall be performed, in part, with the use of CITY-owned POLICE DEPARTMENT vehicles.
- e. Being a visible presence during the school day in order to assist DISTRICT administration with general public safety services during school hours.
- f. Maintaining the peace and/or addressing any breaches of the peace, as needed.
- g. Engaging in all law enforcement activities arising from the enforcement of criminal laws or school policies and rules, including, but not limited to, issuing traffic citations, transporting arrested persons, completing follow-up activities, filing of affidavits and complaints, and participating in legal proceedings resulting from the law enforcement services provided in accordance with this Agreement. Violations of school policies and rules, however, that are strictly

non-criminal in nature will only be assigned to the SRO for investigation at the specific direction of the Program Supervisor.

- h. Responding to police calls for service on campuses during the course of the regular school day.
- i. Serving as a member of each campus' "Safe and Supportive School Program Team," which conducts behavioral threat assessments by reporting individuals who make threats of violence or exhibit harmful, threatening, or violent behavior and gathers and analyzes data to determine the risk level and appropriate intervention.
- j. Helping to mediate disputes on campus, when requested, including working with students to help solve disputes in a non-violent manner.
- k. Assisting with the prevention of property loss due to theft or vandalism.
- l. Providing traffic control, as needed.
- m. Assisting the DISTRICT with its Emergency Operations Plan(s).
- n. Assisting with school safety projects and participating in emergency drills, emergency response, and after-action reviews within schools when requested by the DISTRICT.
- o. Providing training for staff, as agreed upon by the School Superintendent and the Program Supervisor.
- p. Serving as a resource for law enforcement education at the request of school staff, such as speaking to classes on the law, search and seizure, drugs, or motor vehicle laws.
- q. Maintaining the confidentiality of student records, as required by FERPA.
- r. Providing assistance to other law enforcement officers with outside investigations concerning students attending the DISTRICT's schools or in matters regarding their school assignment.
- s. The SRO shall not act as school disciplinarians. However, if a principal believes an incident is a violation of the law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate.
- t. Making a principal of a school aware of any law enforcement action taken, as soon as practicable and in compliance with the law.
- u. Taking appropriate law enforcement action against intruders and unwanted guests, at a principal or designee's request, which may appear at the school and related school functions, to the extent that the SRO may do so under the authority of the law.

v. Advising a principal before requesting additional police assistance on campus, when practicable.

w. Making him- or herself available for conference with students, parents, and faculty members in order to assist them with law enforcement or crime prevention issues. If, at any time, the SRO may need to visit the home of a student, the SRO shall notify the school principal and School Superintendent prior to the visit. The purpose, context, and result of the visit will be documented as a call for service, in accordance with POLICE DEPARTMENT policy.

x. Becoming familiar with all community agencies offering assistance to youths and their families, such as mental health clinics, drug treatment centers, etc.

y. Coordinating all security efforts at the DISTRICT's schools, including the coordination of a safety audit of campuses, and developing a long-range plan for campus safety. The plan will incorporate input from school staff, students, and parents.

z. Assisting principals in identifying situations or school protocol, on campus or during school sponsored events, which have the potential for becoming dangerous situations, and developing action plans, through long-term problem solving, in an attempt to prevent or minimize their impact.

aa. Maintaining detailed and accurate records of the operation of the PROGRAM.

bb. The SRO is not to be used for regularly-assigned lunchroom duties or for hall monitoring, bus duties, or other monitoring duties. If there is a problem in one of these areas, the SRO may assist the school until the problem is rectified.

cc. Preparing reports and documentation related to events occurring within the geographic boundaries of the Johnson City ISD.

dd. Complying with the DISTRICT's policies and procedures while acting as the SRO on DISTRICT property and at DISTRICT events.

ee. Performing other duties that may be assigned from time to time by the School Superintendent or Program Supervisor, provided that the duty is legitimately and reasonably related to the services as described herein and is consistent with federal, state, and local law, DISTRICT policies, procedures, rules, or regulations, and the policies, procedures, rules, or regulations of the POLICE DEPARTMENT.

## 2. Instructional responsibility of the SRO:

a. All instruction by the SRO shall be as a guest speaker. A principal or a faculty member may request the SRO to provide instruction. The SRO shall not be asked to teach on a full-time basis.



- b. In coordination with a principal, may make a variety of specialized, law related presentations available to the school faculty and students.
  - c. Developing an expertise in various subjects that can be presented to students. Such subjects should include a basic understanding of the laws, the role of the police officer and the police mission, and other topics that relate to student or school safety.
3. Duties and responsibilities of the Program Supervisor include:
- a. Program development and administration.
  - b. Approving reports, overseeing problem solving efforts, and providing leadership, training, direction, and evaluations.
  - c. Establishing rapport with individual principals.
  - d. Performing scheduled and non-scheduled visits to school campuses in coordination with principals.
  - e. Work in liaison with principals.

#### **ARTICLE VI** **PROGRAM FEES**

- A. The DISTRICT agrees to pay sixty percent (60%) of the CITY's cost for the PROGRAM, in accordance with Exhibit A, attached hereto and incorporated herein, during all Agreement years. The DISTRICT's contribution shall be adjusted and reimbursed accordingly should the SRO be absent for an extended period (more than five (5) consecutive school days) that is not due to a public safety emergency, as declared by POLICE DEPARTMENT, or local Emergency Operations Center ("EOC"). Authorized training, vacation, and other leaves approved by the POLICE DEPARTMENT and the DISTRICT are excluded.
- B. The CITY shall keep and maintain accurate records of dates of service and work hours of the SRO. The CITY shall be responsible for calculating and documenting the charge for services rendered pursuant to this Agreement. Records are subject to review by the DISTRICT during regular business hours with forty-eight (48) hours' advance notice.
- C. The DISTRICT shall be responsible for school-related training and overtime, as described in Article III. B. and IV. B. above.
- D. The CITY will prepare and submit an invoice to the DISTRICT, payable to the CITY, quarterly on October 1, January 1, April 1, and July 1 of each year or within 30 days of receiving an invoice for additional related services.

**ARTICLE VII**  
**DISMISSAL OF SRO/REPLACEMENT**

- A. In the event the School Superintendent believes that the SRO is not effectively performing his/her duties, the School Superintendent shall request a meeting with the Program Supervisor in an attempt to correct the situation.
- B. If the working relationship between the DISTRICT and the SRO does not improve, mediation between the two parties may be held to attempt to resolve any problems that still exist.
- C. If, within a reasonable amount of time after such mediation, the documented deficiencies remain unresolved, the School Superintendent may recommend to the Program Supervisor that the SRO be removed from the PROGRAM.
- D. The Program Supervisor and the School Superintendent shall jointly determine the status of the SRO, and a replacement with suitable training acceptable to both PARTIES shall be made if the SRO is removed.
- E. The Program Supervisor may dismiss or reassign the SRO based upon POLICE DEPARTMENT rules, regulations, and/or general orders or when it is in the best interest of the DISTRICT or the POLICE DEPARTMENT.
- F. In the event of the resignation, termination, or reassignment of the SRO, the POLICE DEPARTMENT shall provide a replacement as soon as possible. During any such vacancy, the DISTRICT's financial obligation to the CITY shall be adjusted accordingly.
- G. In the event of a long-term absence by the SRO, the POLICE DEPARTMENT shall provide a temporary replacement, whose training is acceptable to both PARTIES, within thirty (30) school days of receiving notice of such absence until such time as the SRO may reassume his/her duties.

**ARTICLE VIII**  
**TERMINATION**

- A. This Agreement may be terminated without cause by either PARTY upon receipt of one hundred eighty (180) days advance written notice, as set forth in Article IX hereof; provided, however, that each PARTY shall be obligated to continue its respective operational and financial obligations to the other PARTY through the remainder of the then current Agreement term (i.e. August 31<sup>st</sup>).
- B. Termination of this Agreement may only be accomplished as provided herein.

**ARTICLE IX**  
**NOTICES**

Any and all notices or any other communication herein required shall be in writing, and may be affected by personal delivery or by registered or U.S. certified mail, return receipt requested, at the address of the respective PARTIES below:

If to DISTRICT:      Superintendent  
Johnson City Independent School District  
P.O. Box 498  
304 North LBJ Drive  
Johnson City, TX 78636

If to CITY:            Chief of Police  
The City of Johnson City Police Department  
P.O. Box 369  
303 E. Pecan Dr.  
Johnson City, Texas 78636

**ARTICLE X**  
**MISCELLANEOUS**

A.     The DISTRICT, CITY, and their agents, employees, and officers agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by mediation. Each PARTY hereto acknowledges and represents that their respective governing body has duly authorized this Agreement.

B.     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 relationship of the DISTRICT 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.

C.     The CITY shall have no liability whatsoever for or with respect to the DISTRICT's use of any DISTRICT property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the DISTRICT. The DISTRICT covenants and agrees that:

1.     The DISTRICT shall be solely responsible, as between DISTRICT 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 the DISTRICT or its agents, officers, employees, and subcontractors while on DISTRICT property, while using any DISTRICT facility, or performing any function or providing or delivering any service undertaken by the DISTRICT, pursuant to this Agreement.

2.     For and with respect to the DISTRICT property or use of any DISTRICT facility, the DISTRICT 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 DISTRICT and its agents, officers, employees, and subcontractors, from any and against any claim, cause of action, or liability arising out of or from the action, omission, or failure to act by the DISTRICT, its agents, officers, employees, and subcontractors in the course of their duties.

D. The DISTRICT shall have no liability whatsoever for or with respect to the CITY's use of any CITY property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the CITY. The CITY covenants and agrees that:

1. The CITY shall be solely responsible, as between the CITY and the DISTRICT and the agents, officers, and employees of the DISTRICT, 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 on CITY property, while using any CITY facility, or performing any function or providing or delivering any service undertaken by the CITY, pursuant to this Agreement.
2. For and with respect to the CITY property or use of any CITY facility or the services to be provided by the CITY to the DISTRICT 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, employees, and subcontractors, from any and against any claim, cause of action, or liability arising out of or from the action, omission, or failure to act by the CITY, its agents, officers, employees, and subcontractors in the course of their duties.

E. 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 liability and potential liability, pursuant to this Agreement.

F. Each PARTY hereto reserves and does not waive any immunity or 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 circumstance arising under this Agreement. Neither the DISTRICT nor the CITY waives, modifies, or alters, to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas on behalf of itself, its trustees, council members, officers, employees, and agents.

G. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to the 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 out of the services provided under this Agreement, except as specifically provided herein or by law. 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.

H. Nothing in this Agreement shall be deemed to extend, increase, or limit the jurisdiction or authority of either the CITY or the DISTRICT, except as necessary to implement, perform, and

obtain the services and duties provided for in this Agreement. Save and except only as specifically provided in this Agreement, all governmental functions and services traditionally provided by the DISTRICT and all governmental and proprietary functions and services traditionally provided by the CITY shall be and remain the sole responsibility of each such respective PARTY.

#### **ARTICLE XI** **AMENDMENT**

This Agreement constitutes the full understanding of the PARTIES and supersedes all prior understandings and agreements between the PARTIES. No terms, conditions, understandings, or agreements purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by the PARTIES.

#### **ARTICLE XII** **ASSIGNMENT**

This Agreement and each and every covenant herein shall not be capable of assignment, unless the express written consent of the DISTRICT and the CITY is obtained.

#### **ARTICLE XIII** **SEVERABILITY**

Any clause, sentence, paragraph, or article of this Agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement.

#### **ARTICLE XIV** **VENUE**

This Agreement shall be construed in accordance with the laws and constitutions of the United States and the State of Texas. All obligations hereunder are performable in the City of Johnson City, Texas, and the venue for any action arising hereunder shall lie in Blanco County, Texas.

#### **ARTICLE XV** **FINAL AGREEMENT**

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be signed by their duly authorized officers on the date appearing adjacent to the signatures below. This Agreement shall become effective on the date of the last party to sign.

**THE JOHNSON CITY INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
School Board President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**THE CITY OF JOHNSON CITY**

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A PROGRAM COST SHARE

School Resource Officer Program Cost Share Budget				
	Total	JCISD	City	Notes
<b>Personnel</b>				
				Includes FICA, Worker's Compensation, Unemployment, Retirement, Health Insurances, Additional Life, AD&D, and Short- and Long-term Disability Insurances, Uniform Allowance, Certification Pay, and Longevity Pay.
<b>Salary &amp; Benefits</b>	\$ 71,900.00	\$43,140.00	\$28,760.00	
<b>Overtime</b>	\$ 4,000.00	\$ 2,400.00	\$ 1,600.00	-
<b>Training</b>	\$ 2,500.00	\$ 1,500.00	\$ 1,000.00	Active Shooter Response Training and Other Mandated Training
<b>Subtotal</b>	\$ 78,400.00	\$47,040.00	\$31,360.00	
<b>Vehicles</b>				
<b>Vehicle Maintenance</b>	\$ 700.00	\$ -	\$ 700.00	-
<b>Fuel</b>	\$ 2,500.00	\$ -	\$ 2,500.00	-
<b>Subtotal</b>	\$ 3,200.00	\$ -	\$ 3,200.00	
<b>Software and Other Equipment</b>				
<b>Portable Radio</b>	\$ 3,200.00	\$ 1,920.00	\$ 1,280.00	Law Enforcement Radio
<b>Ammunition</b>	\$ 250.00	\$ 150.00	\$ 100.00	-
<b>Personal Protective &amp; Other Equipment</b>	\$ 6,200.00	\$ 3,720.00	\$ 2,480.00	-
<b>Software</b>	\$ 8,000.00	\$ 4,800.00	\$ 3,200.00	-
<b>Subtotal</b>	\$ 17,650.00	\$10,590.00	\$ 7,060.00	
<b>Year One Total</b>	\$ 99,250.00	\$57,630.00	\$41,620.00	
<b>Year Two</b>	\$159,859.69	\$93,938.21	\$65,921.48	3% Increase; Purchase of Replacement Vehicle (2012 Dodge Charger)
<b>Year Three</b>	\$107,023.29	\$62,177.05	\$44,846.24	3% Increase
<b>Year Four</b>	\$110,233.99	\$64,042.36	\$46,191.63	3% Increase
<b>Year Five</b>	\$113,541.01	\$65,963.63	\$47,577.38	3% Increase