

**INTERLOCAL AGREEMENT
FOR THE PROVISION OF LAW ENFORCEMENT SERVICES
BY AND BETWEEN THE CITY OF SAN ELIZARIO, TEXAS AND THE
SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT**

RECITALS

- WHEREAS**, Chapter 791, Texas Government Code, allows local governments and public-school districts to enter into Interlocal Cooperation Agreements for governmental purposes;
- WHEREAS**, the provision of police protection and detention services is included in the definition of governmental functions and services in Sec. 791.003, Texas Government Code;
- WHEREAS**, pursuant to Section 37.081(2) of the Texas Education Code, a school district may enter into an agreement with a local law enforcement agency for the provision of school resource officer;
- WHEREAS**, the San Elizario Independent School District (hereinafter "School District") believes that the presence of a law enforcement officer on its campuses is necessary to ensure an orderly, peaceful, and safe academic environment;
- WHEREAS**, the City of San Elizario (hereinafter "City") desires to reduce the incidence of juvenile crime, provide enhanced security at school campuses; and
- WHEREAS**, the City and the School District wish to enter into this Interlocal Agreement to work towards the safety of local schools.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the City and the School District, acting by and through their governing bodies and the authority granted in Chapter 791, Texas Government Code, do hereby covenant and agree as follows:

I. PURPOSE

The purpose of this Agreement is to document the respective roles and responsibilities of the City and the School District regarding the hiring, equipping, supervising, and other logistical considerations for School Resource Officer(s) assigned to the School District. The mission of the School Resource Officer program is to place community policing officers in designated schools within the School District to build working relationships with schools, students, and parents; to address on-site security; to combat school violence; to provide drug abuse and crime prevention education; to serve as positive role-models for students; and to provide a direct link with City law enforcement.

II. TERM

This Agreement shall commence on July 1, 2026 and shall terminate on June 30, 2027.

III. SCOPE OF SERVICES

The City, through the San Elizario Marshal's Office ("SEMO"), shall assign one (1) uniformed San Elizario Marshal's Deputy as School Resource Officer ("Officer") to the School District, to be selected by the SEMO, during the term of this Agreement, when schools are in session and in accordance with the schedule provided herein. The City and the School District shall be referred to individually as "Party" and collectively as the "Parties," herein.

The Officer shall provide the following law enforcement services to his or her assigned campus(es) during the term of the Agreement:

- A. Maintain a routine presence in campus buildings and parking areas during school hours, as agreed to by the Parties, to provide a deterrent to crime as well as to provide a sense of safety and security to students, parents, families, visitors, and School District staff.
- B. Gather information related to criminal activity.
- C. Provide emergency response to crimes or emergencies in progress.
- D. Identify gang members, associates and activities and generate documentation regarding same.
- E. Arrest/detain, as appropriate, and transport to the appropriate detention facility. Arrests/detentions shall be reported to school officials as required by law, and in accordance with the School District's policies.
- F. As necessary, provide radar coverage of respective school zones to promote the safety of educators and students.
- G. Respond to non-emergency calls for assistance.
- H. Provide intervention counseling as appropriate.
- I. Enforce the Texas Transportation Code, Texas Code of Criminal Procedure, Texas Penal Code, Texas Education Code, Texas Health and Safety Code, Texas Family Code, and any other applicable federal, state, county, or City law on School District property.
- J. Collaborate with campus principals and district administration on school safety and security efforts as established by the Texas Education Agency ("TEA") and the Texas School Safety Center ("TxSSC").

- K. Maintain the integrity, professionalism, values, and goals of the SEMO and School District by assuring that all rules and regulations are followed and that accountability and public trust are preserved.
- L. Protect the safety and welfare of any person in the jurisdiction of the School District.
- M. Protect the property of the School District.
- N. Communicate with the principal and/or facility administrator of the Officer's assigned school(s) on a daily basis and take reasonable steps to address any security concerns raised by these officials.

Officer shall only perform the tasks of a licensed peace officer. Officer shall not be assigned tasks of a disciplinarian, administrator, or teacher. Officer shall at no time act as a substitute teacher or provide sole supervision of a class of students.

IV. AUTHORITY OF OFFICER

Officer assigned to the School District by the City shall be empowered to enforce all laws and ordinances applicable in the City and School District including the power to arrest/detain and execute search warrants.

While functioning as a law enforcement officer assigned to the School District, Officer shall have all the law enforcement power of a regular law enforcement officer.

Officer retains the authority to refuse any instruction or task that Officer considers to be unlawful, an infringement on an individual's constitutional rights, or otherwise in violation of the Agreement. In performing his or her work, Officer shall follow all policies, procedures, rules, and regulations of the City and the SEMO. This includes procedures and requirements relating to such things as detention of individuals, use of force, and search and seizure of property and individuals. Officer shall serve as an informative resource for the School District regarding issues involving the Texas Penal Code, traffic laws, juvenile laws, other Texas statutes, and the United States Constitution. Officer must also comply with law enforcement regulations pursuant to the Texas Education Code. Assigned SEMO personnel shall supervise Officer for all law enforcement purposes. The Superintendent or designee may provide input regarding campus assignments, scheduling, school safety concerns, and performance issues affecting District operations.

V. CONSIDERATION

The School District shall reimburse the City for all wages and benefits paid to the assigned Officer while working for the School District including any overtime pay. The School District shall pay the City the annual base rate of Seventy one thousand one hundred seventy nine dollars and fifty

cents (\$71,179.50) for the services of the Officer and Seven Thousand Dollars (\$7,000.00) for each vehicle assigned to the School District during the term of this Agreement.

VI. SCHEDULE

This Agreement is based on a 365-day calendar year and payments shall be due, payable, and owing regardless of whether school is in session. Officer may be made available to patrol areas within the School District's boundaries during summer break and school holidays.

Officer shall be scheduled to work a regular shift of 10 hours for each day that they are scheduled to work for the School District, as determined by the School District.

As part of the Officer's regular work schedule, the Officer shall be scheduled to work Tuesday through Friday from 7:00 a.m. until 5:00 p.m. The Officer will be entitled to a one-half (1/2) hour, paid lunch period and will be subject to emergency calls during lunch. The Officer's work schedule is subject to change based on the School District's operational needs.

The Officer will attend school events, as requested by the School District.

The Officer shall be scheduled to work 40 hours per 7-day work period. However, the Officer may be scheduled to work additional hours as determined by the School District.

For hours worked in excess of 40 hours per 7-day work period, the School District shall be responsible and billed for overtime costs at a rate of one and a half (1.5) times the Officer's regular rate of pay for each hour worked in excess of 40 hours per work period. Any overtime must be authorized, in advance, by the Superintendent or designee.

The Officer may take Paid Time Off and any other time off that Officer is allowed or required to take, as determined by the SEMO, including but not limited to time off for any required training.

VII. FURNISHING OFFICE, EQUIPMENT, AND SUPPLIES

The School District agrees to provide the Officer, at no cost to the City, office space and necessary equipment to enable the Officer to perform the services and responsibilities under this Agreement, including but not limited to: a school computer, access to school software, and office supplies. The Officer's office space may be shared with School District Administration. The School District shall also provide, at no cost to the City, any portable radios, pagers, or other portable communications equipment to the Officer. The School District agrees to provide and install a secure safe at the Officer's assigned campus to safely store the Officer's weapon(s). The School District shall bear all costs related to the purchase and installation of the safe. All office space, equipment, and supplies provided under this Agreement shall remain the property of the School District.

VIII. ASSIGNMENT OF OFFICER

The City shall have the sole authority to select the assigned Officer. In the event that the assigned Officer is absent for any reason (including because of illness, personal time off, military or emergency leave, resignation, termination, etc.), City shall make reasonable efforts to assign a qualified replacement deputy and shall keep the School District informed regarding anticipated coverage. The School District will not be billed for any days on which the City cannot provide a replacement deputy to serve as an Officer.

The School District may request removal and replacement of the assigned Officer for good-faith concerns relating to performance, professionalism, campus safety, student interactions, or operational effectiveness. The City shall review such request and, if reasonably practicable, assign a replacement Officer.

IX. OFFICER TRAINING

The City is responsible for paying the cost of training as required by the Texas Education Code, including the National Association of School Resource Officer 40-hour basic training course. The City shall be responsible for all other training for the Officer. The School District shall permit the Officer to attend and participate in mandatory training as set out by law, policy, or grant requirements. The Officer may also participate in reasonable training programs that directly affect the Officer's ability and skills as a School Resource Officer or that enhance the Officer's law enforcement career. During training, the Officer will be absent from his/her assigned school.

X. ROVER OPTION

Upon the Parties' mutual agreement, the City shall provide an additional Deputy to serve as a School Resource Officer for the School District (the "Rover Officer"), to be compensated at the same annual base rate of pay as the Officer under this Agreement, and subject to the same terms and conditions as provided herein. The Rover Officer may be scheduled on an as-needed basis as determined by the School District.

XI. PAYMENT PROCESSING PROCEDURE

The City shall bill the School District on a quarterly basis. The City shall provide itemized billing for payroll to the School District. Invoices should include backup documentation showing wages and benefits paid for the Officer for School District activities. The City shall keep all records, including timesheet logs, to substantiate the City's billing which shall be made available to the School District for inspection upon request. The School District shall review each monthly billing and provide payment to the City within 30 days of receipt of the bill.

Payments submitted under this Agreement shall be made payable to:

The City of San Elizario
Attn.: Accounting Department
12710 Church St.
P.O. Box 1723
San Elizario, Texas 79849

XII. INFORMATION SHARING BETWEEN PARTIES

Communication and information sharing is essential to the success of School Based Law Enforcement and the Officer's fulfillment of his or her duties under this Agreement. Sharing of information between the Parties will be in compliance with federal, state, and local laws, as well as the policies and procedures of the School District, the City, and the SEMO. The Officer may share information with School District officials regarding arrests, detentions, and investigations, as required or permitted by law and/or applicable policies and procedures; provided that the sharing of information will not interfere with the detection, investigation, or prosecution of a crime. The Officer may also share information with School District officials regarding a student in violation of school policies. Additionally, the Officer shall have access to public records maintained by the School District to the extent allowed by law. The Officer may need access to confidential information in emergency situations based on a serious threat to a person's health or safety, time sensitivity, and the direct relationship of the information to the emergency. The Parties acknowledge that the Officer may receive access to confidential student information, including education records protected by the Family Educational Rights and Privacy Act ("FERPA"), when authorized by law and necessary to perform the duties contemplated by this Agreement.

XIII. INVENTIONS MADE UNDER AGREEMENT

The Parties acknowledge and agree that any intellectual property, processes, procedures, or products developed in furtherance of this Agreement belong to the developing Party as work-for-hire and all rights are reserved by the developing Party and or/the federal government, as applicable, in accordance with applicable federal law.

XIV. NOTICE

Any notice required or permitted to be given under this Agreement by one Party to the other Party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date of certified receipt if placed in the United States mail postage prepaid by registered or certified mail with return receipt requested, addressed to the receiving Party at the address hereinafter specified.

City of San Elizario

The address of the City for all purposes under this Agreement and for all notices hereunder shall be:

City of San Elizario
Attn: Mayor
P.O. Box 1723
12710 Church St.
San Elizario, Texas 79849

Copy to:
San Elizario Marshal's Office
Attn: Interim Marshal Kevin Macias
12004 Socorro Rd., Suite B
San Elizario, Texas 79849
kmacias@cityofsanelizario.onmicrosoft.com

San Elizario Independent School District

The address of the San Elizario Independent School District for all purposes under the Agreement and for all notices hereunder shall be:

San Elizario Independent School District
Dr. Jeannie Meza-Chavez – Superintendent
P.O. Box 920
1050 Chicken Ranch Rd.
San Elizario, Texas 79849

XV. LIAISON

The City and the School District each agree to maintain specifically identified liaison personnel for their mutual benefit during the term of the Agreement. The liaison(s) named by the City shall serve as the initial point(s) of contact for any inquiries made pursuant to this Agreement by the School District and respond to any such inquiries by School District. The liaison(s) named by the School District shall serve as the initial point(s) of contact for any inquiries made pursuant to this Agreement by the City and respond to any such inquiries by the City. The liaison(s) shall be named in writing at the time of the execution of this Agreement. Subsequent changes in liaison personnel shall be communicated by the respective Parties in writing.

XVI. BACKGROUND CHECKS

The City must request its employees assigned as an Officer to comply with the applicable requirements of Texas Education Code § 22.0834 by working with the Texas Department of Public Safety to conduct fingerprint checks on Officer (see Exhibit 1 as incorporated herein by reference). The City's representatives will have continuing duties under this Agreement and will have direct contact with students. No employee, agent, representative, volunteer, applicant for employment, or other person associated with the City who has been convicted of a felony or misdemeanor involving moral turpitude shall be permitted to perform services for the School District. The City will certify that it will ensure that this requirement is met. Fingerprinting records and records of compliance with Texas Education Code § 22.0834 will be available to the School District for inspection and review during normal business hours of the City and upon request of the School District or governmental authorities.

XVII. RELEASE AND INDEMNIFICATION

To the extent allowed by applicable law, the School District agrees to defend, hold harmless and indemnify the City and its officers, employees, agents, and independent contractors of, from, and against any and all claims, demands, liabilities, actions or causes of action, losses, damages, expense (including legal fees), penalties, fines, costs and judgments of either of them, their officers, employees or agents arising in whole or in part out of the condition of the premises or vehicles owned, operated or controlled by School District, or resulting from or arising out of, in whole or in part, any negligent act or omission or any intentional or willful misconduct by the School District, its officers, employees, agents or independent contractors.

To the extent allowed by applicable law, the City agrees to defend, hold harmless and indemnify, to the extent allowed by law not to create a sinking fund, School District and its officers, employees, agents and independent contractors of, from and against any and all claims, demands, liabilities, actions or causes of action, losses, damages, expenses (including legal fees), penalties, fines, costs, and judgments of any type or nature that may be claimed, brought or had against either of them, their officers, employees or agents arising in whole or in part of the condition of the premises or vehicles owned, operated or controlled by the City, or resulting from or arising out of in whole or in part any negligent act or omission, or any intentional or willful misconduct by the City, its officers, employees, agents or independent contractors.

Each Party hereto agrees to carry and maintain workers' compensation, general comprehensive liability, and motor vehicle liability insurance covering the conditions and operations of the premises, vehicles, and actions or failures to act of any officer, employee, agent, or independent contractor of the respective Party.

XVIII. TERMINATION

The Agreement automatically terminates at the end of the Term. Upon termination of this Agreement, each Party shall immediately deliver to the other Party all property in its possession or under its care and control belonging to the other Party.

Either Party to this Agreement shall have the right to terminate this Agreement by notifying the other Party in writing of such termination and the proposed date of the termination no later than thirty (30) days prior to the effective date of such termination.

If payment is not timely received by the due dates referenced herein, the assignment of Officer to the School District shall be suspended until all amounts due are received. If payment is not received within thirty (30) days of the due date, the Agreement shall terminate, and the School District shall pay the prorated amount then due and owing.

Either Party may terminate the Agreement immediately upon written notice of breach of any Party by the other Party. For purposes of this Agreement, the School District will be in breach if any of the following occur: (i) the School District fails to make any payment when due; (ii) the School District fails to perform promptly at the time and in the specified manner provided by this Agreement; or (iii) the School District makes any representation or statement to the City that is false or misleading in any material aspect. The City will be in breach if any of the following occur: (i) the City fails to perform its obligations under this Agreement; (ii) the City and/or its employees or agents make any representation or statement to the School District that is false or misleading in any material aspect; or (iii) the City -assigned Officer(s) have a disqualifying criminal history.

XIX. SOURCE OF FUNDING

Each Party paying for the performance of services required by this Agreement shall make those payments from current revenues available to the paying Party.

XX. CHANGES IN THE LAW

Any alterations, additions, or deletions to the terms of this Agreement that are required by changes in federal or state law are automatically incorporated into this Agreement without written amendment to this Agreement and shall be effective on the date designated by said federal or state law.

XXI. AMENDMENTS

Any changes to this Agreement, except those changes so designated in this Agreement, shall be in writing and executed by both Parties to this Agreement.

XXII. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between the Parties hereto, and all oral or written agreements between the Parties hereto relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained herein.

XXIII. VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit brought by either Party for any breach of this Agreement is fixed in any court of competent jurisdiction in El Paso County, Texas. All payments shall be due and payable in San Elizario, Texas.

XXIV. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each and every term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

XXV. FORCE MAJEURE

Neither Party hereto will be deemed in default of the Agreement be liable or responsible to the other Party for any loss or damage (including payment of fees), or for any delays or failure to perform, resulting from any condition beyond either Party's reasonable control, (including but not limited to) acts of God; flood; fire; earthquake; explosion; order, requisition, or necessity of the government; war, invasion, or hostilities (whether war is declared or not); terroristic threats or acts, riot, or other civil unrest; regional or national emergency; revolution; insurrection; epidemic or pandemic; lock-outs, strikes, or other labor disputes (whether or not relating to either Party's workforce); restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials; failure of Internet service; any third-party service; any telecommunication breakdown or power outage; and or any other circumstances of like character. Should performance of any obligation created under the Agreement become illegal, impossible, impracticable, not reasonably possible, or if a Party is otherwise prevented or hindered from complying due to a force majeure incident as described in this Section or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice as soon as practicable following an event of force majeure and exercised all reasonable diligence to remove the cause of force majeure.

XXVI. IMMUNITY

No provision of this Agreement shall affect or waive any sovereign or governmental immunity available to either Party and/or its elected officials, officers, employees, and agents under Federal or Texas law nor waive any defenses or remedies at law available to either Party and/or its elected officials, officers, employees, and agents under Federal or Texas law.

XXVII. ASSIGNMENT

This Agreement may not be assigned by either Party without the prior written consent of both Parties.

XXVIII. WAIVER

The waiver by any Party of any breach of any term, covenant or condition contained herein shall not be deemed a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition contained herein.

XXIX. EXECUTION

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

This Agreement shall be executed in duplicate originals and be effective on the date of last signature hereto:

[SIGNATURES ON THE FOLLOWING PAGE]

SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT:

By: _____
Dr. Jeannie Meza-Chavez, Superintendent

Date: _____

CITY OF SAN ELIZARIO, TEXAS:

By: _____
Mayor

Date: _____

ATTEST:

By: _____
Rene Rosales, City Clerk

APPROVED AS TO FORM:

By: *Desiree Duarte*
Desiree M. Duarte
City Attorney

APPROVED AS TO CONTENT:

By: _____
Interim Marshal Kevin Macias
San Elizario Marshal's Office

Exhibit 1 – Criminal History Review of Contractor Employees

Texas Education Code § 22.0834 requires entities that contract with school districts or charter schools to provide services to obtain named based criminal history and/or fingerprinting record information regarding “covered employees.”

Definitions:

“*Covered Employees*”: Any employee of a contractor or subcontractor who (1) has or will have continuing duties related to the contracted services and (2) has or will have direct contact with students. San Elizario Independent School District (the “School District” or “District”) retains the discretion to determine what constitutes direct contact with students.

“*Disqualifying Criminal History*”: Any conviction or other criminal information designated by THE SCHOOL DISTRICT, including one or more of the following offenses:

1. A felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code § 21.060, including:
 - a. Crimes involving moral turpitude;
 - b. Crimes involving any form of sexual or physical abuse or neglect of a student or minor or other illegal conduct with a student or minor;
 - c. Crimes involving felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481, Texas Health and Safety Code;
 - d. Crimes involving school property or funds;
 - e. Crimes involving any attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
 - f. Crimes occurring wholly or in part on school property or at a school-sponsored activity; and
 - g. Felonies involving driving while intoxicated.
2. A felony offense under Title 5, Penal Code.
3. An offense on conviction of which a defendant is required to register as a sex offender.
4. An offense under the laws of another state or federal law that is equivalent to an offense under items (2) and (3) above where, at the time the offense occurred, the victim of the offense was under 18 years of age or was enrolled in a public school.
5. Any other offense that the School District believes might compromise the safety of students, staff, or property.

Any contractor seeking to enter into a service agreement with the School District must comply with the requirements of Texas Education Code § 22.0834 by working with the Texas Department of Public Safety to conduct fingerprint checks on employees prior to beginning services. Contractors who fail to follow this process will not be allowed to provide services to the School District.

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Please complete the information below:

I, the undersigned agent for City of San Elizario, Texas (the “City”), certify that [check one]:

None of the employees of the City and any subcontractors are “covered employees” as defined above. If this box is checked, I further certify that the City has taken precautions or imposed conditions to ensure that the employees of the City and any subcontractor will not become covered employees. The City will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of the employees of City and any subcontractor are “covered employees.” If this box is checked, I further certify that:

1. The City has obtained all required criminal history and/or fingerprinting record information regarding its covered employees through the Texas Department of Public Safety as required by law.
2. If The City receives information that a covered employee subsequently has a reported criminal history, The City will immediately remove the covered employee from contract duties and notify the School District in writing within three business days.
3. Upon request, the City will provide the School District with the name and any other requested information regarding covered employees so that the School District may obtain criminal history record information on the covered employees.
4. If the School District objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, the City agrees to discontinue using that covered employee to provide services to the School District.
5. All covered employees hired after January 1, 2018 have completed the required background check process prior to performing any duties related to the School District or having any direct contact with students.

I understand that non-compliance with this certification by the City may be grounds for contract termination and/or barring disqualified persons from performing the work.

Signature of City Official

Date