

STATE OF TEXAS

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COUNTY OF MEDINA

INTERLOCAL AGREEMENT

The governing bodies of the City of Devine, Texas, hereinafter called "City," and the Devine Independent School District, hereinafter called "School," deem it necessary and advisable to further the health, safety and welfare of the citizens, employees, and students of the respective entities, to enter into this Interlocal Agreement ("Agreement") pursuant to Chapter 791 of the Texas Government Code, to provide for police protection for the School.

NOW, THEREFORE, the entities mutually agree as follows:

I.

The City shall provide police protection for the School on all of the campuses of the School located in the City and on other occasions, such as School trips, when specifically requested by the School.

II.

While any law enforcement officer or official of the City is in the service of the School, the officer shall be considered an officer of the School and shall have all powers of a regular law enforcement officer or official of the School; however, the officer shall remain under the operational command of the City's Chief of Police. While acting in their capacity as an official of the School, the law enforcement officers are bound by and agree to adhere to the requirements of FERPA, and will not disclose to other police officers what they learn from reviewing any educational records, including surveillance videos. This requirement does not preclude those officers from reporting to other police officers that a subpoena should be obtained, so that the appropriate law enforcement officials can review the video.

III.

The law enforcement officer's qualifications for office in the City shall constitute his/her qualifications for office in the School, and no other oath, bond or compensation need be made.

When any law enforcement officer of the City is performing police functions for the School as herein provided, the officer(s) shall be entitled to receive the same wages, salary, pensions, death benefits, and all other rights for such services as though the service had been rendered for the City.

IV.

In the event city equipment is lost, damaged or destroyed during the provision of police protection to the School, the City shall be responsible for such loss, damage or destruction of its own equipment, except, if the property is damaged or destroyed as a result of the negligent or intentional acts of an employee of the School other than a City law enforcement officer. It is agreed that the School shall reimburse the City for any damage or destruction of City equipment resulting from the negligence or intentional acts of any employee of the School other than a City law enforcement officer.

V.

In consideration of the City providing police services as herein provided, the School shall pay three-quarters (3/4) of the wages to include COLA's, three-quarters (3/4) of the associated employment taxes, three-quarters (3/4) of related retirement benefits, and one-half (1/2) of the health insurance premiums per Officer. The School's share of the salary shall not exceed \$65,000.00 excluding overtime and benefits per Officer.

The School shall pay all overtime wages, associated employment taxes, and related retirement benefits incurred while the peace officer(s) are on any School-related business. When the School requests the peace officer(s) for extra-curricular activities, the School shall pay for all costs incurred.

In addition, the School shall pay one-half (1/2) of all expenses incurred by the peace officer(s) for equipment and training courses, in an amount not to exceed \$3,000.00 unless approved by the Board of Trustees of Devine ISD. Any purchase for a new vehicle must be approved by the Board of Trustees of Devine.

VI.

The parties agree that the City shall purchase a new automobile dedicated to the school resource officer(s). The parties to this agreement desire to allocate the costs for the purchase of the new automobile(s).

For the consideration expressed herein, and subject to the conditions expressed herein, the City shall pay the full purchase price for the automobile and will be responsible for the fuel, maintenance, insurance, and other costs associated with the automobile. The School will pay the City the sum of \$50,000.00 before September 30, 2026. At all times, the automobile will belong to the City and be counted and carried on the City's inventory and insurance.

In its sole discretion, the City shall decide what service work and repairs are needed for the operation, maintenance, and use of the automobile(s).

In consideration of the School sharing in the cost of the automobile(s), the primary function and use of the automobile(s) shall be dedicated to the school resource officer(s) and duties of those individuals; however, nothing in this agreement shall be construed to prohibit the use of said automobile(s) for other law enforcement activities as the City's Police Chief deems necessary.

In the event of a loss to the automobile, any insurance proceeds shall be paid to the City. If the loss to the automobile is deemed a total loss by an insurance carrier, all of the insurance proceeds shall be paid to the City, but the School shall be exempt from further responsibility under this agreement.

VII.

It is not intended that any part of this agreement should be construed as a waiver of the parties' sovereign immunities.

VIII.

Except as herein provided regarding the purchase of the automobile(s), the initial term of this Agreement shall be for one year from its date and shall continue in effect thereafter until either party gives written notice to the other party that they wish to terminate this Agreement.

Termination shall be effective 30 days from the date of the notice. At the end of the initial term, the parties may renew and extend this Agreement under such terms and conditions that the parties may agree upon.

PASSED AND APPROVED THIS 24th day of April, 2026.

SIGNED AND EXECUTED THIS 24th day of April, 2026

CITY OF DEVINE, TEXAS

By: Butch Cook
Butch Cook, Mayor

ATTEST:

Michelle Martin
Michelle Martin, City Secretary



DEVINE INDEPENDENT SCHOOL DISTRICT

By: _____