

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

THIS AGREEMENT is made and entered into by and between THE BOERNE INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas, (“DISTRICT”) acting through its Board of Trustees, and THE CITY OF BOERNE, TEXAS, a municipality situated in Kendall County, (“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 and 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 School Resource Officers (singular, “SRO”, and plural, “SROs”) to the DISTRICT.

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

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; and

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

WHEREAS, the DISTRICT has determined 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 Boerne corporate limits; and

WHEREAS, the CITY and 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

The term of this Agreement is for three (3) years beginning on the first (1st) day of July 2024 and shall continue in full force and effect until 11:59 p.m. on the thirtieth (30th) day of June 2027, unless sooner terminated as herein provided. This Agreement may be renewed by mutual consent for additional one (1) year terms not to exceed more than three (3) such additional terms. The process of renewal may be initiated by either PARTY by forwarding written notice to the other PARTY of such intent no less than thirty (30) days prior to the expiration of this Agreement. Renewal of this Agreement shall require action during an open meeting of the governing body of each respective PARTY hereto.

ARTICLE II

The City of Boerne 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 officers:

A. Number and Assignment of Officers

1. The POLICE DEPARTMENT shall assign regularly employed SROs to the DISTRICT. The SROs will be assigned to the following campuses: Boerne High School, Samuel V. Champion High School, Boerne Middle School North, Boerne Middle School South, Fabra Elementary School, Curington Elementary School, Kendall Elementary School, Cibolo Creek Elementary School and any additional campus within the city limits of BOERNE as deemed necessary by the DISTRICT.
2. The School Superintendent, in consultation with the POLICE DEPARTMENT, shall determine the number of SROs to be employed at the DISTRICT and individual campuses for each academic school year or at any other time as mutually agreed between the PARTIES. The assigned campus will be the individual SRO's “home campus.”
3. The SROs shall be full-time POLICE DEPARTMENT employees, who are certified Peace Officers for the State of Texas and who meet all requirements as set forth by the TCOLE, DISTRICT, and the POLICE DEPARTMENT. The POLICE DEPARTMENT shall ensure that the SRO notifies the School Superintendent of any incident involving school property, students and/or employees.
4. The DISTRICT and the POLICE DEPARTMENT shall cooperate with one another to interview and review the qualifications and experience of any potential SRO proposed by the POLICE DEPARTMENT. The DISTRICT shall have the right to veto and refuse the SRO assigned with reasonable and good faith justification, and the POLICE DEPARTMENT shall propose a different SRO for consideration.
5. The POLICE DEPARTMENT shall designate and assign a qualified POLICE DEPARTMENT administrative officer licensed by TCOLE who shall serve as the Program Supervisor overseeing the SROs.

B. Supervision

1. The SRO will report to the School Superintendent or designee in carrying out his/her day-to-day duties while acting as an SRO during school days. The POLICE

DEPARTMENT retains final authority, control, and command over the SRO's law enforcement responsibilities.

2. The SROs 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.
3. The day-to-day operation and administrative control of the SROs will be the responsibility of the DISTRICT if not delineated otherwise within this Agreement.
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 services as they are provided, and each agrees to notify the other as soon as reasonably possible, but not longer than five (days), in the event the level or quality of any scheduling, operating, service, or performance issue becomes unsatisfactory.

C. Equipment

1. The POLICE DEPARTMENT will provide the SROs with the same law enforcement equipment, uniforms, and vehicles that are available to other officers of the POLICE DEPARTMENT.
2. The DISTRICT will authorize 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. All SROs shall complete an active shooter response training program approved by TCOLE, as well as all other required training for SROs as required by law.
2. The POLICE DEPARTMENT shall be responsible for funding all department related training, and all costs related to said training, in areas deemed necessary by the POLICE DEPARTMENT.
3. The POLICE DEPARTMENT agrees to perform any obligations required to maintain all SROs as commissioned police officers with the POLICE DEPARTMENT with full Texas peace officer status.

ARTICLE III

The DISTRICT shall provide the following, which are deemed necessary to the success of the PROGRAM and the performance to the duties of the SROs:

A. Facilities & Equipment

1. Access to an air-conditioned and properly illuminated private office that shall contain a telephone to be used for general business purposes.
2. A desk with drawers, a chair, a work table, a filing cabinet, and general office supplies.

3. A computer, with Internet connectivity, consistent with what is furnished to other employees.
4. IT accessories such as a mouse, keyboard, and monitor.
5. A location, such as a filing cabinet or office, for files and records which can be properly locked and secured.
6. Secretarial assistance, and printer/copier services on an as-needed basis and as available.
7. District email addresses and access badges/key cards.
8. Use of any school-owned equipment or facilities shall comply with DISTRICT policies and procedures.

B. Training

1. The DISTRICT shall be responsible for finding all school related training (e.g., TASRO/NASRO conference, Active Shooter training, etc.) and all cost related to said training (e.g., registration, travel, housing, per diem (or reimbursement of meals), and any yearly dues for school related organizations), for the SROs in areas deemed necessary by the DISTRICT.
2. Subject to the obligations under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, the DISTRICT agrees to provide the SROs 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 Boerne ISD, including surveillance cameras, to provide for safety and security as permitted by law. SROs shall be designated as “school officials” under Boerne ISD Policy FL (local) 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 are in effect or come into effect while 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 SROs agree to comply with all FERPA requirements and maintain the confidentiality of student records.

ARTICLE IV

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

A. Duty Hours of SROs

1. The SROs shall be assigned to their home campuses on a full-time basis during the active school year and as mutually agreed to by the School Superintendent and Chief of Police. Except as agreed to herein, the work week of the SROs shall consist of no more than forty (40) hours.

2. SROs shall report to their home campus during the school hours for their home campus. The SRO shall arrive at the home campus at least thirty (30) minutes prior to the commencement of school hours and remain at their home campus at least thirty (30) minutes following the close of school hours, as long as that extra time does not exceed 40 total hours of work a week. If the time does exceed 40 hours in a given week, the extra time will be paid by the DISTRICT to the individual SRO at the current POLICE DEPARTMENT off-duty rate. During their daily tour of duty, the SROs may be off campus, in such instances, the SROs will promptly notify the principal or the principal's designee prior to their absence.
3. Time spent by the SROs attending training or court arising out of their employment and/or duties as an SRO shall be considered as hours worked under this Agreement.
4. The regular workday hours of the SROs may be adjusted by the DISTRICT on a temporary basis for specific situations, as long as that change does not exceed forty (40) total hours of work a week. If the time does exceed forty (40) hours in a given week, the extra time will be paid by the DISTRICT to the individual SRO at the current POLICE DEPARTMENT off-duty rate. These adjustments will require the prior approval of the SRO's assigned DISTRICT supervisor and the Chief of Police or his/her designee.
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 non-public safety emergency with the DISTRICT's mutual agreement.
6. Leave time should be taken at times when the school is not in session. The SRO's assigned DISTRICT supervisor must approve all requests for leave time during normal work periods and if at all possible, reasonable advance notice should be given to the principal. The SRO will coordinate vacation hours with the School Superintendent or their designee.

B. Overtime Hours for SROs

1. If the school requests the SRO to work in excess of forty (40) hours within a work week, the DISTRICT will pay the officer at the POLICE DEPARTMENT'S current off-duty rate for the additional hours. DISTRICT shall complete the process for establishing direct payments to the SRO prior to any off-duty work.
2. If the CITY requests the SRO to work in excess of forty (40) hours within a work week, the CITY will be responsible for paying for the additional hours in accordance with established overtime procedures.
3. To the extent possible, any off-duty hours that relate to SRO duties for the DISTRICT must be authorized and approved in writing by the School Superintendent or their designee prior to the performance of the off-duty work and will be paid in accordance with procedures established by the DISTRICT'S personnel policy manual, and paid by the DISTRICT.

4. SROs who enter into a contractual agreement with the DISTRICT for school-related duties such as coaching, intramural after-school programs, or teaching 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.
5. SROs shall have first priority to work off-duty hours authorized by school administration at their home campus for security, sporting events, and other special programs or projects. All overtime worked shall be in accordance with the POLICE DEPARTMENT's policy.

ARTICLE V

Duties of the officers and the Program Supervisor involved in the PROGRAM shall include but not be limited to the following:

A. Duties of SROs Assigned to a School:

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 provided to other school campuses or other properties within the City.

1. Duties and responsibilities of the SRO include:

- a. Protection of the lives and property of the students, personnel, and visitors. The SROs will be based on their home campuses. They will serve and respond to other campuses located within the City of Boerne. Their assignments to other campuses will be determined by mutual agreement of the POLICE DEPARTMENT and the School Superintendent or their designee.
- b. Enforcement of applicable federal, state, and local laws and ordinances.
- c. Investigations of criminal activity and accidents occurring at the assigned home campuses located within the corporate boundaries of the CITY.
- d. Patrolling areas within or in the vicinity of the geographical boundaries of the home campus to protect all students, personnel, and visitors. Patrol and other law enforcement duties of the SROs 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 the DISTRICT administration with general public safety services during school hours.
- f. Maintaining the peace and/or address any breaches of the peace as needed.
- g. Engaging in all law enforcement activities arising from the enforcement of laws, 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.
- h. Responding to Police calls for service during the course of the regular school day on campuses.

- i. Helping to mediate disputes on campus, when requested, including working with students to help solve disputes in a non-violent manner.
- j. Assisting with the prevention of property loss due to theft or vandalism.
- k. Providing traffic control as needed. The SRO is not expected to provide daily traffic control at intersections, crosswalks, etc.
- l. Assisting the DISTRICT with its Emergency Operation Plan.
- m. Assisting with school safety projects, participating in emergency drills, emergency response, and after-action reviews within schools when requested by a school.
- n. Providing training for staff as agreed upon by the School Superintendent and the Chief of Police.
- o. 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.
- p. Maintaining the confidentiality of student records as required by FERPA.
- q. Provide assistance to other law enforcement officers with outside investigations concerning students attending the DISTRICT's schools or in matters regarding their school assignment.
- r. The SROs shall not act as school disciplinarians. However, if the 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.
- s. Make the principal of the school aware of any law enforcement action taken, as soon as practicable and in compliance with the law.
- t. Take appropriate law enforcement action against intruders and unwanted guests, at the principal or his/her designee's request, which may appear at the school and related school functions, to the extent that the SROs may do so under the authority of the law.
- u. When possible and practicable, advise the principal before requesting additional police assistance on campus.
- v. Make themselves available for conferences with students, parents, and faculty members in order to assist them with problems of law enforcement or crime prevention nature.
- w. Become familiar with community agencies offering assistance to youths and their families such as mental health clinics, drug treatment centers, etc.
- x. Coordinate all security efforts at assigned home campuses located within the corporate boundaries of the CITY including the coordination of a safety audit of the campus and develop a long-range plan for campus safety. The plan will

incorporate input from school staff, students, parents, and Police Department command staff.

- y. Assist the principal in identifying situations or school protocol, on campus or during school-sponsored events, which have a potential for becoming dangerous situations and develop action plans, through long-term problem solving, in an attempt to prevent or minimize their impact.
- z. Maintain detailed and accurate records of the operation of the PROGRAM.
- aa. SROs are not to be used for regularly assigned lunchroom duties, hall monitors, bus duties, or other monitoring duties. If there is a problem in one of these areas, the SROs may assist the school until the problem is solved upon request to do so.
- bb. Preparing reports and documentation related to events occurring within the corporate boundaries of Boerne ISD.
- cc. Comply with the DISTRICT's policies and procedures while acting as the SRO on DISTRICT property and at DISTRICT events.
- dd. Performing other duties that may be assigned from time to time by the School Superintendent and as approved by the Chief of Police, provided that the duty is legitimately and reasonably related to the services as described herein and is consistent with federal and state law, local ordinances and orders as well as laws applicable to DISTRICT policies, procedures, rules, or regulations relating to the subject matter of this Agreement, and the policies, procedures, rules, and regulations of the POLICE DEPARTMENT.

2. Instructional responsibility of the SROs at the high schools:

- a. All instruction by the SROs shall be as a guest speaker. The principal or a member of the faculty may request the SROs to provide instruction. The SROs shall not be asked to teach on a full-time basis.
- b. In coordination with the principal, may make a variety of specialized, short-term law and safety-related presentations available to the school faculty and students.
- c. Develop an expertise in various subjects that can be presented to the students. Such subjects should include a basic understanding of the laws, the role of a 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, providing leadership, training, direction, and evaluations.
- c. Establishing rapport with individual principals.

- d. Performing scheduled and non-scheduled visits to the school campuses in coordination with the principals.
- e. Work in liaison with principals.

ARTICLE VI

- A. The DISTRICT agrees to pay sixty percent (60%) of the CITY cost for each SRO during contract years 2024-2025, sixty-five percent (65%) of the CITY cost for each SRO during contract years 2025-2026, and seventy percent (70%) of the CITY cost for each SRO during contract years 2026-2027. It is understood and agreed to by both Parties that the CITY shall provide the DISTRICT an itemized break-down accounting to support that the subsequent five percent (5%) increase(s) are to cover actual costs incurred and not in violation of Texas Education Code Section 37.081. Each PARTY paying for the performance of governmental functions or services must make those payments from current revenues available to the paying PARTY. The DISTRICT's contribution shall be adjusted and reimbursed accordingly should any SRO be absent from the campus for an extended period (one to five consecutive school days) that is not due to a public safety emergency as declared by the POLICE DEPARTMENT or local Emergency Operations Center ("EOC"). In the event of an extended public safety emergency (one that lasts longer than five (5) consecutive school days), the DISTRICT will maintain the option of utilizing the SRO to maintain the safety and security of DISTRICT students, staff, and visitors. The option will exist only when the execution of that option does not interfere with exigent circumstances or the critical nature of the emergency. The safety of the community as a whole will take priority. The DISTRICT may also choose to release the SRO back to the POLICE DEPARTMENT during the extended public safety emergency. In any case a removal or release of the SRO during the extended public safety emergency, the DISTRICT's contribution will be adjusted or reimbursed accordingly. Authorized training and sick leave are excluded, as well as vacation days approved by the POLICE DEPARTMENT and the DISTRICT.
- B. The POLICE DEPARTMENT shall keep and maintain accurate records of dates of service and the hours served by the SRO. The POLICE DEPARTMENT shall be responsible for calculating and documenting the charge for services rendered pursuant to this Agreement. Records are subject to review by the Principal during regular business hours with forty-eight (48) hours' advance notice.
- C. The DISTRICT shall be responsible for school-related training and off-duty hours as discussed in Article III. B. and IV. B. above.
- D. The CITY will prepare and submit an invoice to the DISTRICT, payable to the CITY, during the term of the school year. Payment is due within thirty (30) days of receiving the invoice.

ARTICLE VII

Dismissal of SROs/Replacement

- A. In the event the principal of the school to which an SRO is assigned feels that the SRO is not effectively performing his/her duties, the principal shall request a meeting with the SRO's supervisor in an attempt to correct the situation.
- B. If the working relationship between the principal and the SRO does not improve, mediation between the two parties, conducted by the SRO's supervisor, may be held to attempt to resolve any problems that still exist.

- C. If within thirty (30) days after such mediation of the problems cannot be resolved, the principal may recommend to the SRO's supervisor that the SRO be removed from the PROGRAM at his/her school and shall state the reasons therefore in writing.
- D. The Chief of Police 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 from the school.
- E. The Chief of Police 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, dismissal, or reassignment of the SRO, the POLICE DEPARTMENT shall provide a replacement as soon as possible. During any such vacancy, the DISTRICT's financing obligation 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 the PARTIES, within thirty (30) school days of receiving notice of such until such time as the SRO may reassume his/her duties.
- H. Transfers will not be permitted during the school year except under special circumstances such as vacancies or promotions. SROs requesting transfer to a new school should submit a request in writing prior to the beginning of the school year. Transfers shall be subject to the joint approval of the SRO's supervisor and the principal.

ARTICLE VIII

- A. This Agreement may be terminated by either PARTY upon receipt of one (1) year advance written notice, as set forth in Article IX, that either PARTY has failed to substantially perform in accordance with the terms and conditions of this Agreement, and an attempt to mediate the issue has proven unsuccessful.
- B. Either PARTY upon expiration of one (1) year advance written notice, as set forth in Article IX, may terminate this Agreement without cause.
- C. Termination of this Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the CITY for all services performed to the date of termination.

ARTICLE IX

Notices

Any and all notices or any other communication herein required or permitted 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 indicated below:

If to DISTRICT:	Superintendent Boerne Independent School District 235 Johns Road Boerne, Texas 78006
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If to CITY:	Chief of Police
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The City of Boerne Police Department
124 Old San Antonio Road
Boerne, Texas 78006

ARTICLE X

- A. The DISTRICT, the 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 the 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 the DISTRICT's property or 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, and 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 agents, officers, employees, and subcontractors, 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, employees, and subcontractors 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 or 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 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 the amounts sufficient to insure the CITY and its agents, officers, employees, and subcontractors from 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 be 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 circumstances 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 it. This Agreement shall not be interpreted nor construed to give to any third party to 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

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 PARTY to be charged.

ARTICLE XII

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

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

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 performed in the City of Boerne, Texas, and venue for any action arising hereunder shall lie in Kendall County, Texas.

ARTICLE XV

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 BOERNE INDEPENDENT SCHOOL DISTRICT

Superintendent of Schools

School Board President

Date

Date

THE CITY OF BOERNE

Chief of Police

Mayor/City Manager

Date

Date