STATE OF TEXAS *
*
COUNTY OF COMAL *

ADDENDUM TO INTERLOCAL AGREEMENT
FOR THE PROVISION OF LAW ENFORCEMENT SERVICES

WHEREAS, Chapter 791, Texas Government Code, allows counties and public school districts to enter into Interlocal Cooperation Agreements for governmental purposes; and

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; and

WHEREAS, the Comal Independent School District (hereinafter "School District") believes that the presence of a law enforcement officer on its campuses is necessary to ensure an orderly and peaceful academic environment; and

WHEREAS, Comal County (hereinafter "County") desires to reduce the incidence of juvenile crime, prevent the formation of gangs, and combat the use and trafficking of controlled substances among juveniles;

WHEREAS, on August 11, 2016, School District and County entered into an interlocal agreement for five unformed deputies to be assigned to campuses with the School District; and

WHEREAS, School District and County agree it would be mutually beneficial and desire to add an additional uniformed deputy to the Agreement to be assigned to Canyon Middle School.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the County 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.
TERM

This Addendum to Agreement shall commence on November 4, 2016, and shall terminate on June 4, 2017.

II.
SCOPE OF SERVICES

The County, through the Comal County Sheriff's Office, shall assign one additional uniformed deputy to the School District, to be selected by the School District, during the term of

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this agreement. The Comal County deputy will be assigned to Canyon Middle School. The deputy will work an 8-hour shift to be determined by the School District for each day he/she is assigned to the School District.

The deputy will provide the following law enforcement services to his/her assigned campus during the term of the Agreement:

A. Routine presence in campus buildings and parking areas during school hours to provide a deterrent to crime.

B. Gather information related to criminal activity.

C. Identify gang members and document same, as well as associates and activities.

D. Arrest/detain as appropriate and transport to appropriate detention facility. Arrests/detentions shall be reported to school officials as required by law.

E. As necessary, provide radar coverage of respective school zones to promote safety of educators and students.

F. Provide intervention counseling as appropriate.

G. Enforce Texas Transportation Code and any other applicable federal or state law on School District property.

III.
AUTHORITY OF OFFICERS

Any law enforcement officer assigned to the School District by the County shall be empowered to enforce all laws and ordinances applicable in the County 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, the officer shall have all the law enforcement power of a regular law enforcement officer.

IV.
CONSIDERATION

The School District shall pay the County $33.23 hourly salary for each hour worked by each assigned deputy and time and a half for any overtime incurred. The School District shall pay the County Fifty-seven and one-half cents ($0.575) for each mile traveled by each assigned deputy to and from the Comal County Sheriff's Office to their assigned campus and for each mile traveled to and from any of the unassigned middle school campuses. It is stipulated that the round trip mileage from the Comal County Sheriff's Office to Canyon Middle School is 13.4 miles.

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V.
PAYMENT PROCESSING PROCEDURE

The County shall bill the School District monthly for services rendered during the previous month. The County shall keep all records, including mileage logs, to substantiate the County'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 County within 15 days of receipt of the bill.

VI.
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.

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

Comal County Judge
150 N. Seguin Ave.
New Braunfels, Texas 78130

With copies to:

Comal County Sheriff
3005 W. San Antonio Street
New Braunfels, Texas 78130

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

Andrew Kim
Superintendent
Comal Independent School District
1404 IH 35 North
New Braunfels, Texas 78130

VII.
LIAISON

The County 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 County shall serve as the initial point(s) of contact for any inquiries made pursuant to this

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Agreement by 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 County and respond to any such inquiries by County. 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.

VIII.
RELEASE AND INDEMNIFICATION

The School District agrees to defend, hold harmless and indemnify County 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.

The County 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 County, 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 County, 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 condition and operations of the premises, vehicles, and actions or failures to act of any officer, employee, agent or independent contractor of the respective party.

IX.
TERMINATION

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 five (5) days prior to the effective date of such termination.

X.
CHANGES IN THE LAW

Any alterations, additions or deletions to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated into this Agreement without

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written amendment to this Agreement and shall be effective on the date designated by said federal or state law.

XI.
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.

XII.
ENTIRE AGREEMENT

This instrument consisting of six (6) pages, 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.

XIII.
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 Comal County, Texas. All payments shall be due and payable in Comal County, Texas.

XIV.
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.

XV.
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.

[*Signature Page to Follow*]

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

COMAL COUNTY, TEXAS

By: _____
SHERMAN KRAUSE, Comal County Judge
Date of Signature:_____

ATTEST:

_____
BOBBIE KOEPP
Comal County Clerk

COMAL INDEPENDENT SCHOOL DISTRICT

By: _____
ANDREW KIM, Superintendent
Date of Signature:_____

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