



**FIRST AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE
CITY OF PFLUGERVILLE
AND THE
PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT**

THIS FIRST AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT (“First Amended Agreement”) is made and entered into by and between the City of Pflugerville, Texas, a Municipal Corporation of the State of Texas (hereinafter referred to as the “City”), by and through its City Manager, and the Pflugerville Independent School District, a political subdivision of the State of Texas (hereinafter referred to as the “District”)(individually referred to as “Party” and collectively referred to as “Parties”), by and through its Superintendent.

WHEREAS, the District desires to provide its students, faculty, staff, and visitors with police protection and enforcement of Federal, State, and local laws; and,

WHEREAS, the District desires to enhance the safety and security of the entire District including all of its campuses and facilities through a visible and comprehensive District-based police department; and,

WHEREAS, the District’s Board of Trustees has adopted a resolution to employ security personnel and commissioned peace officers pursuant to Texas Education Code, Section 37.081 by creating the Pflugerville Independent School District Police Department in June 2008, TCOLE Agency # 453902 (hereinafter referred to as the PFISDPD); and,

WHEREAS, the City, by and through its Police Department (hereinafter referred to as the PPD), desires to provide the District with certain support services; and,

WHEREAS, both the City and the District desire to enter into an Interlocal Cooperation Agreement with annual renewal options, whereby the City shall provide the District with the services set out in this Agreement as outlined herein and the District shall pay for such services as further set out herein, and

WHEREAS, the City the District previously entered an Interlocal Cooperation Agreement (the “Agreement”) for certain support services; and,

WHEREAS, the City the District desire to make certain amendments to that Agreement and fully restate the Agreement as amended.

NOW, THEREFORE, the City and the District mutually agree as follows:

ARTICLE I: DEFINITIONS

- 1.1 As used in this document, the terms “First Amended and Restated Interlocal Cooperation Agreement”, “Interlocal Cooperation Agreement”, “Interlocal Agreement”, “Agreement” and “Contract” are synonymous.
- 1.2 If not specifically defined in this contract, words and phrases used in this document shall have their ordinary meaning as defined by common use or as defined within the law enforcement field.
- 1.3 As used in this Agreement, the term “District facility” refers to a school District property that supports school District operations in a non-campus, administrative or support services function.
- 1.4 As used in this Agreement, the term “Dispatch Services” refers to a variety of functions involved in receiving, evaluating, prioritizing and relaying calls for emergency and non-emergency school District public safety assistance and coordination, including, but not limited to, dispatch of appropriate law enforcement units, and coordinated response of emergency personnel through a variety of medium including radio, telephone, computer aided dispatch systems, and the appropriate documentation and clerical support thereof.
- 1.5 As used in this Agreement, the term “PPD” refers to the Pflugerville Police Department, and the term “PFISDPD” refers to the Pflugerville Independent School District Police Department.

ARTICLE II: LAW ENFORCEMENT SERVICES – CITY RESPONSIBILITIES

Pursuant to this First Amended and Restated Interlocal Cooperation Agreement, the City and the District mutually agree as follows:

2.1 Standard Services; Limitation of Cost

- .1 For payment by the District as provided for in this Agreement, the City agrees to provide the District and the PFISDPD with the following services:
 - .01 Partial Dispatch Services. The City shall provide Dispatch Services overnight weekdays between the hours of 2300 hours and 0700 hours; during weekends between the hours of 2300 hours each Friday and 0700 hours Monday and holidays when school is not in session and District offices are closed. The District shall, within ten (10) days of adopting its holiday schedule, provide to City the adopted schedule and those defined holiday days and hours when Dispatch Services are requested.
 - .02 Police Information Technology Services. The City shall provide information technology services performed on Mobile Data Computers (MDC’s) that are used to connect to the internal Computer Aided Dispatch and Records Management Systems of the PPD. It also includes CJIS configurations in the State database for TCIC/NCIC queries, Server configuration for remote desktop connectivity, etc.

These services do not include any services associated with District access or District computers or ITCCS/FOCUS or District email. Each ISD Officer has a District computer for District access and a PFISDPD computer for criminal justice related access.

- .2 If the District requests law enforcement or emergency services during non-school hours, during school holidays, or other times when school is not in session and PFISDPD officers are not scheduled for duty, and the response or request is for services that are for campuses and District facilities that are located inside the City, the City will provide police services for initial reporting only and provide notification to PFISDPD for follow-up.
- .3 At no time will the City provide police services for routine calls at campuses and District facilities outside the city limits of Pflugerville.
- .4 The cost for the services listed above which are to be provided by the City under this Agreement, including personnel costs for such services, shall not exceed the adopted budget prepared by the City.

2.2 Additional Services - Personnel

- .1 Additional City employee staffing and administrative support over and above that set out in subsection 2.1 above may be determined as part of an annual review of this Agreement or at any other time as mutually agreed upon between the City and the District

ARTICLE III: DISTRICT RESPONSIBILITIES

3.1 Information sharing, software and procedures

- .1 The District agrees to provide to and maintain for the PPD and the PFISDPD a redundant up-to-date emergency contact list of all facilities and campuses.
- .2 The District agrees to maintain hardware and software compatibility with all records management software, video evidence software and maintain all updates deemed necessary by the City. See Exhibit A
- .3 PFISDPD will be responsible for responding to Public Information Act Requests that are directed toward PFISDPD records
- .4 The District agrees to follow the existing standard operating procedures as set forth by the City in regards to Communications and Information Technology.

ARTICLE IV: BILLING AND PAYMENT RESPONSIBILITIES

4.1 Billing

- .1 The District shall pay for services rendered by the City pursuant to this Agreement and as provided for in Exhibit B.
- .2 The annual billing periods shall begin on July 1st of each year and end on August 31st of the subsequent year. In each billing statement the District shall be charged for the provision of personnel and related expenses outlined in Section II: Law Enforcement Services in accordance with the approved and budgeted amount established annually pursuant to this Agreement. [The City and the District have their own separate budgeting processes.]
- .3 The City shall provide the District with a proposed annual schedule of cost for services to be provided no later than the first business day in October of each contract year. Subject to the District’s request for review of supporting documentation for any charge included in the annual statement from the City and/or subject to challenge by the District of any disputed charge in accordance with the process set out below, monthly payments of undisputed amounts shall be due no later than thirty (30) days of receipt of billing from the City. Subsequent payments of undisputed amounts billed by the City to the District shall be due within thirty (30) days of receipt, until such time as this Agreement is terminated.
- .4 The District shall have ten (10) calendar days after receipt by the District of each monthly statement from the City in which to request review of supporting documentation for any charge contained in the annual schedule of cost from the City. The City shall provide access to the requested documentation within ten (10) calendar days after the City’s receipt of the request from the District. In the event the District wishes to dispute any charge or portion of any charge, such challenge shall be provided to the City, in writing, no later than thirty (30) calendar days from receipt of the bill.
- .5 The District shall make payment by check to the City for any amount paid under this Agreement and shall send payment to the City of Pflugerville Finance Department at the following address: P.O. Box 589, Pflugerville, TX 78691-0589.

ARTICLE V: RESPONSIBILITIES OF THE PARTIES - LIABILITY

- 5.1 Notwithstanding any provisions 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, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, shall be that of independent contractors.
- 5.2 The City shall have no liability whatsoever for or with respect to the District's use of any District Campus, Facility, or other property, or the actions of, or failure to act by, any employees, subcontractors, agents or assigns of the Pflugerville Independent School District, and 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 or failure to act by the District or its agents, officers, employees, and subcontractor, while using any District Facility, Campus, or other property or performing any function undertaken by the District pursuant to this Agreement.
- .2 For and with respect to the District's use of any District Facility, Campus, or other property or holding any event pursuant to this Agreement, the District hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the Initial Term, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to save, protect, and insure the District and its agents, officers, and employees 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.

5.3 The District shall have no liability whatsoever for the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the City of Pflugerville and 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 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 Pflugerville Independent School District pursuant to this Agreement, the City hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the initial Term, a policy or policies of insurance, or risk pool coverage, in the amounts sufficient to save, protect and insure the City and its agents, officers, and employees 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.

5.4 No Indemnification

- .1 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 of each party pursuant to this Agreement; each party hereto reserves and does not waive any defense available at law or in equity 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.
- .2 This Agreement shall not be interpreted or construed to give the right to any claim or cause of action to any third party; 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 by law.

VI. PROPERTY ARRANGEMENT AND DISPOSITION

- 6.1** Upon termination of this Agreement, any property purchased by, or billed to, the District for the renewal of City resources utilized to conduct business under this agreement will remain the property of the City.

VII. GENERAL PROVISIONS

7.1 Term

- .1 This Agreement shall be effective April 1st 2020 and reviewed at least every three years; and have a biennial budget, established as a planning baseline, reestablished annually.
- .2 This Agreement shall renew annually unless written termination is sent by either party, as described in section 7.2 below.
- .3 In consideration for the services listed in this Agreement and as mutually agreed upon annually and set forth in the biennial budget process, the District may provide to the City additional financial or in-kind support for emergency or law enforcement services.

7.2 Termination of Contractual Agreement

- .1 Notwithstanding any other provision hereof, this Agreement may be terminated by either party hereto by giving one year's written notice of termination to the other party. Said notice shall be delivered to the other party on or before June 30th and the Agreement shall terminate on June 30th of the following year. Upon any termination of this Agreement, neither party shall have any obligations to the other party under this Agreement, except with respect to payment of services already rendered under this Agreement but not yet paid and the transfer of any inventoried property as set forth in *Article II - Law Enforcement Services - City Responsibilities* of this Agreement.

7.3 Default

- .1 In the event either party fails to perform an obligation under the terms of this Agreement and fails to cure such failure within 30 days after written notice is given by the other party, the non-performing party shall be in default. In the event of default by a party, the other party will have the rights provided by the Agreement, including the right to terminate this Agreement, and all rights and remedies available at law or equity.

7.4 Dispute Resolution

- .1 If the parties are not able to resolve any disputed issues to their mutual satisfaction through negotiation within 30 days after the receipt of notice of default, or within such longer period of time as the parties may agree upon, then the parties agree to mediate the matter in good faith prior to exercising any remedies at law or equity.

7.5 Renewal and Recalculation

- .1 The Agreement may be reviewed annually for consideration of recalculation of the charges for all contracted services. Any increases in the rates charged for the law enforcement services under this Agreement shall be calculated based on
 - .01 actual employee costs, plus benefits
 - .02 cost of equipment
 - .03 costs of operations, logistics, and training
- .2 The rates must conform to the cost of service schedule established annually pursuant to this Agreement.

7.6 Administration

- .1 The parties hereby agree that the City Manager shall be responsible for administering this Agreement on behalf of the City and that the Superintendent shall be responsible for administering this Agreement on behalf of the District.
- .2 All notices sent by the District to the City shall be sent to the Pflugerville City Manager's Office as provided in this Agreement. All notices sent by the City to the District shall be sent to the Superintendent's Office as provided in this Agreement.
- .3 The City shall be responsible for calculating and documenting the hourly charge for services rendered pursuant to this Agreement.
- .4 For general administration of this Agreement, and at no additional cost to the District, the contact person and representative for the City is the Pflugerville City Manager or their designate. The contact person for the District is the Superintendent.

For the purpose of the daily administration of this Agreement, each of these individuals may designate a liaison to maintain communication between entities and handle conflicts that arise in the operation of this Agreement.

- .5 All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.
 - .01 When notices sent pursuant to this Agreement are hand delivered, notice shall be deemed effective immediately upon delivery. When notices sent pursuant to this Agreement are mailed by registered or certified mail, notice shall be deemed effective three-days after deposit in the U.S. mail box or at a U.S. post office.
 - .02 Notices sent pursuant to this Agreement shall be delivered or sent to the Pflugerville Police Department at the following address:

Mailing Address
Post Office Box 589

Pflugerville, Texas 78691-0589

Physical Address
100 E Main St
Pflugerville, Texas 78660

.03 Notices sent pursuant to this Agreement may be delivered or sent to the District at the following address:

1401 W. Pecan
Pflugerville, Texas 78660-2518

7.7 Severability

.1 In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

7.8 Power to Contract with Other Governmental Entities

.1 This Agreement shall not limit the power of the City of Pflugerville, to perform law enforcement services for other governmental entities or to enter into other interlocal agreements with other law enforcement agencies or governmental entities. This Agreement shall not limit the power of the District, to perform law enforcement services for other governmental entities or to enter into other interlocal agreements with other law enforcement agencies or governmental entities.

7.9 Governmental Immunity

.1 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or the District nor to create any legal rights or claim on behalf of any third party. Neither the District nor the City waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental or official immunity under State or Federal law.

7.10 Entire Agreement

.1 This Agreement constitutes the entire Agreement between the City of Pflugerville and the Pflugerville Independent School District. No other Agreement, statement, or promise relating to the subject matter of this Contract and which is not contained in this Contract or incorporated by reference in this Contract shall be valid or binding.

.2 This Agreement may be simultaneously executed in several counterparts, each

of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the parties have executed and attested this Interlocal Agreement by their officers' thereunto duly authorized.

EXECUTED THIS _____ day of _____ 2020.

City of Pflugerville

By: _____
Sereniah Breland
City Manager

Pflugerville Independent School District

By: _____
Douglas Killian Ph.D
Superintendent

Exhibit A – Hardware and Software Compatibility

- A. In order to maintain hardware and software compatibility with the Pflugerville Police Department's Records Management System (RMS) and video management software and storage, PFISDPD must use City approved hardware and software.
- B. All CJIS (Criminal Justice Information Services) requirements and the maintenance of hardware and software are the responsibility of PFISDPD I.T. personnel.

Exhibit B – City of Pflugerville Cost of Services Schedule

ADMINISTRATIVE COST

An Administrative Cost of **5%** of the total cost of services billed to PfISD shall be paid by the District to capture reimbursement for Finance, Human Resources, Payroll, Legal and other administrative costs of the City in facilitating the services provided for in this Agreement.

DISPATCH SERVICES

The workload for Dispatch Services is projected at approximately 1.5 full-time communications operators on a regular basis. This provides limited coverage during non-school hours where there is little to no district activity during the night, during weekends and holidays. The cost associated with communications for this period of coverage is calculated based on an average of all dispatch personnel salary, with benefits, multiplied by 1.5.

For situations where emergency coverage is needed and PPD Communications will have to provide coverage for the day or portion thereof, PfISD will cover the costs of coverage for that period of time as calculated by the City.

The hourly cost for Dispatch Services, both Partial and Full, shall be calculated by dividing the average annual Dispatcher salary per year with benefits, including overtime, by 2080 hours to arrive at the hourly rate used for billing purposes, prepared by the City for the month in which these services were rendered. For example, if the average Dispatcher salary per year with benefits including overtime is \$70218.16 annually, then the cost per hour for coverage would be (\$70218.16 annual salary divided by 2080 hours at a rate of \$33.75 per hour of coverage.)

POLICE INFORMATION TECHNOLOGY (I.T.) SERVICES

The I.T. workload for the PFISDPD varies, but on average, the workload would equate to ~.20 full-time employees. The fee associated with this service will be calculated based on an average of all I.T. personnel salaries with benefits multiplied by 0.20 (0.20 of a full-time employee).