

**INTERLOCAL AGREEMENT  
(SPECIAL EVENT POLICE COVERAGE)**

**STATE OF TEXAS**

§

§

**COUNTY OF BURNET**

§

This Interlocal Agreement (“Agreement”) is made by and between the **City of Burnet**, a Texas home rule municipality (“City”); and the **Burnet Consolidated Independent School District** (“BCISD”), an independent school district and political subdivision of the state of Texas; and provides as follows:

- (1) *Authorization.* This Agreement is authorized by Texas Government Code Chapter 791 (entitled “*Interlocal Cooperation Contracts*”).
- (2) *Purpose.* This Agreement memorializes the agreement of the Parties as the City’s provision of police officers to provide Law Enforcement Services at BCISD Special Events. For the purposes of this Agreement, BCISD Special Events shall include all of the following:
  - (a) High School Football games
  - (b) High School Baseball games
  - (c) Any other event authorized by the Chief of Police
- (3) *Service request.* BCISD shall request Law Enforcement Services at least 14 days before the Special Event. The City retains the right to deny any service request.
- (4) *Costs.* BCISD shall compensate the City for providing Law Enforcement Services at a rate of \$75.00 per officer per hour.
- (5) *Payment.* The City shall invoice BCISD monthly; and the invoice shall be due 30 days from issuance.
- (6) *Risk Allocation.* BCISD, as the governing unit requesting and obtaining services under this Agreement shall be responsible for any civil liability that arises from the furnishing of Law Enforcement Services under this Agreement.
- (7) *Miscellaneous.*
  - (a) Independent contractor. Nothing in this Agreement may be construed to make either Party the partner or joint venturer of or with the other party.
  - (b) Supervision. In the performance of all services of the City under this Agreement, the City’s Police Chief shall retain the right to supervise, manage, control, and direct the performance of the Services required under this Agreement.
  - (c) Term. This Agreement shall run from its Effective Date until September 30, 2026, and shall automatically renew annually thereafter, unless terminated as provided herein.
  - (d) Termination. Either Party may terminate this Agreement by presentation of written notice to the other Party at least thirty days prior to such termination.
  - (e) Notices. All notices, certificates or other communications hereunder shall be deemed given when delivered by regular mail, hand delivery, or facsimile addressed as follows:

If to BCISD, at:

Superintendent  
Burnet Consolidated Independent School District  
208 East Brier Street  
Burnet, Texas 78611  
Facsimile: (512) 756-7498

If to City, at:

City Manager  
City of Burnet  
1001 Buchanan Drive, Suite 4  
P. O. Box 1369  
Burnet, Texas 78611  
Facsimile: (512) 756-8560

Either Party may by notice hereunder designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

- (f) Immunity. Nothing herein shall be deemed in any manner to constitute a waiver of sovereign, governmental, or any other immunity or affirmative defense that may be asserted by BCISD or City, nor shall this Agreement be in any manner construed to create a cause of action for the benefit of any person not a party to this Agreement, or to create any rights for the benefit of any person not a party to this Agreement not otherwise existing at law.
- (g) Assignment. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the other party.
- (h) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, however if any provision of this Agreement is prohibitive or invalid under applicable law, such provision shall be ineffective to the extent of such provision or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

To be Effective as of \_\_\_\_ day of \_\_\_\_\_, 2025

City of Burnet

Burnet Consolidated Independent School  
District

By: \_\_\_\_\_  
David Vaughn, City Manager

By: \_\_\_\_\_  
Dr. Aaron Pena, Superintendent BCISD