

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
THE CITY OF TOMBALL AND  
THE TOMBALL INDEPENDENT SCHOOL DISTRICT  
FOR USE OF POLICE OFFICERS AND MANNED VEHICLES**

**THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §**

This Interlocal Cooperation Agreement (the “Agreement”) is made and entered into effect the 1<sup>st</sup> day of August, 2021, by and between the City of Tomball, Texas (the “City”), and the Tomball Independent School District (the “School”), each acting through its duly authorized executive officer.

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**RECITATIONS**

The City and the School are governmental units and political subdivisions authorized by the Interlocal Cooperation Act, Article 4413(32c), Texas Revised Civil Statutes, to enter into this Agreement for the purpose of performing governmental functions and services; and

The School desires to obtain the authorized services of City police officers and/or patrol vehicles, operated by City Police Officers and City Part-Time Police Officers only, for School functions including, but not limited to, traffic direction at athletic events, traffic duty for the first day of school, and as escorts to out-of-town athletic events.

The School recognizes that the primary duty of the Police Chief and the City Police Department is to serve the City of Tomball and that the provision of the officers and/or manned vehicles shall be governed by the terms of this Agreement; **NOW THEREFORE,**

**Section 1.0.** The recitations stated above are true and correct.

**Section 2.0, Consideration and Term.** For and in consideration of the mutual promises, covenants, obligations, and benefits to the City and the School, the parties agree and contract is provided below in this Agreement. This agreement shall remain in effect for the 2021-2022 school year, and it shall be renewed automatically, from school year to school year, unless terminated by either party in accordance with the provisions of Section 8.0, “Termination,” of this Agreement.

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**ARTICLE I**  
**OBLIGATIONS OF CITY**

**Section 3.0 Police Officer and Patrol Vehicle Services.** The City will provide and assign police officers and/or patrol vehicles, to be operated by Tomball Regular and Part-Time Police Officers only (the “*Vehicle* or *Vehicles*”), to the School for the performance of reasonable police services including, by way of illustration and not limitation, the following:

- 3.1 Traffic direction for football games or other school-sponsored events;
- 3.2 Traffic duty for the first day of school;
- 3.3 Escorts of out-of-town athletic events; and
- 3.4 Assistance with crowd control at school-sponsored events.

This Agreement will not obligate the School to pay additional compensation to the City for customary or routine services of the Police Department, as such services are customarily provided to citizens, businesses, and governmental units within the City’s jurisdiction, it being the intention of the parties to provide for situations in which additional services are requested and provided in accordance with the terms of this Agreement.

**Section 4.0, Procedure.** Prior to the need of officers and/or Vehicles by the School, the School shall contact the City of Tomball Chief of Police, (the “*Chief*”) and outline to the Chief the particular needs, services, and scheduling required. The Chief, or the Chief’s designee if the Chief is absent, shall assign Officers and/or Vehicles to the School for such duties.

**Section 5.0, As Assigned, When Available: Control.** Assignments will be made solely as and when available, and at the sole discretion of the Chief of Police. The parties acknowledge that in making Officer and Vehicle assignments, the Chief and the Police Officers have a first and primary duty to perform police functions and services for the citizens of the City of Tomball, including cooperative efforts with other jurisdictions, and in the events of the occurrence of any public disaster, major crime, riot, or such other paramount public need as may arise (as determined by the Chief of Police or the Chief’s Designee), then the police will be obligated to first devote their efforts and equipment to those needs, rather than in connection with this Agreement with the School.

This Agreement is not intended, nor shall it be construed, to obligate the City of Tomball or its Police Department in any manner whatsoever; it is intended to set out the terms and conditions for the assignment of Officers and Vehicles operated by the City Police Officers in accordance with this Agreement.

The Officers and the Vehicles assigned in accordance with this Agreement shall perform the duties as assigned by the School subject to the control and supervision of the Chief

of Police and the City of Tomball. The rules, regulations, procedures, and policies of the City shall govern the performance of duties rendered pursuant to this Agreement.

**Section 6.0, Vehicle Charges: Payments for Officers' Services.**

6.1. Vehicle Charges. The School will pay for actual mileage, computed from the time a Vehicle leaves the Police Department through its return to the Police Department. The rate shall be computed at the then current mileage rate allowed under IRS regulations. Actual mileage information shall be kept by the Police Officer(s) in written record form and submitted to the ~~Chief of Police~~ Chief of Police or his designee, who shall approve it and then forward the information ~~on to~~ the City's Chief Financial Officer.

6.2. Regular Police Officers. Time or hours worked by Regular Police Officers who perform services under this Agreement for the School as an extra job shall be submitted by the Police Officer(s) in written form to the ~~Chief of Police~~ Chief of Police or his designee. After approval, the ~~Chief or his designee~~ Chief shall forward the charge(s) to the School, and the School will pay for those services directly to the individual Officer(s) who worked those extra jobs for the school.

It is the intent of this Agreement that Regular Police Officers contract directly with the School in connection with these extra jobs.

~~6.3. Part Time Police Officers. Part-Time Officers who perform services under this agreement are performing contract services for the School, through the City, at a rate of \$37.50 per hour with a (4) hour minimum. Special Assignments/Events, such as "Opening Day of School/Traffic Control," of two (2) hours or less will be paid at a flat rate of \$60.00. If within the allotted time frame the officer(s) work additional assignments/locations, the rate of pay will remain at \$60.00 unless the assignment lasts longer than two (2) hours. The school will reimburse the City at the same rate. The Chief of Police will submit records of the work performed to the Chief Financial Officer for billing. The School will pay the officer directly.~~

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6.43. Regular/Full-Time Police Officers. Regular/Full-Time Police Officers who perform services under this Agreement are performing contract services for the School, at a rate of \$37.50 per hour with a four (4) hour minimum. Assignments/Events, such as "Opening Day of School/Traffic Control," of two (2) hours or less will be paid at a flat rate of \$60.00. If within the allotted time frame the officer(s) work additional assignments/locations, the rate of pay will remain at \$60.00 unless the assignment lasts longer than two (2) hours. The School will pay the officer directly.

6.54. Statement of Charges: Disputes. A statement of charges due for mileage ~~and Part Time Officer work~~ will be sent to the School District by the Chief Financial

Officer. The statements may be prepared on a monthly or quarterly basis. All statements of charges will be delivered or sent by regular mail to the School and will be due upon receipt. Charges shall be paid no later than thirty (30) days from the date of the statement.

All questions or disputes regarding charges under this contract may be resolved between the Chief Financial Officer of the City, the Chief of Police, and the Chief [Financial Operating](#) Officer of the School, with a written report of the resolution to be made a part of the record. Upon request to the City's Chief Financial Officer, the School or its representatives may inspect and review the city's documentation supporting any statement at any time during the City's regular business hours.

**Section 7.0. Insurance: Responsibility.** It is expressly understood and agreed that the City and the School shall each provide insurance coverage for their respective personnel, agents, representatives, and equipment in connection with this Agreement. Further, each party shall be responsible for the actions of its respective personnel, agents, representatives, and equipment, in accordance with State and federal laws.

This provision is to delineate the continued, independent operations of the City and the School as separate political subdivisions, and it is not intended, nor shall it be construed, to create any right, benefit, entitlement, or third-party beneficiary relationship with any person or entity.

**Section 8.0. Termination.** This Agreement may be terminated at any time by either party by giving at least thirty (30) days advance written notice to the other party. The termination notice shall specify the effective date of the termination, which shall in no event be more than sixty (60) days after the date the termination notice is given. This Agreement may be terminated immediately if the School defaults in the payment of mileage charges; provided, however, such termination will not prejudice the City's right to payment of any outstanding charges or the obligation of the School to pay them.

**Section 9.0. Notice.** Any notice which is permitted or required to be given under this Agreement shall be given in writing, sent by registered or certified mail, addressed to the respective parties, as follows:

Chief of Police  
City of Tomball  
400 Fannin Street  
Tomball, Texas 77375

~~Assistant Superintendent for Administrative Services~~ [Chief Operating Officer](#)  
Tomball Independent School District  
310 South Cherry Street  
Tomball, Texas 77375

Notice shall be deemed given to either party upon delivery or deposit of the notice in the U.S. mail.

**Section 10.0. General.**

10.1. This Agreement is the sole agreement between the parties. There are no other agreements between the parties, nor will any purported agreement, oral or in writing, be given effect. This Agreement may be amended by the authorized execution of an amending document executed in the same manner and with the same formalities as this Agreement.

10.2. This Agreement shall be construed and governed by the laws of the State of Texas, and enforced in Harris County, Texas.

10.3. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence or part of this Agreement or the application of the same shall for any reason be adjudged invalid or held unconstitutional by a court of competent Jurisdiction, it shall not affect, impair, or invalidate this Agreement as a whole or Any part or provision hereof other than the part declared be invalid or unconstitutional.

10.4. This Agreement may not be assigned by either party.

Executed in multiple, original counterparts, each of which shall be considered an original

Agreement for all purposes, effective the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**APPROVED AS TO FORM:**

**City of Tomball**

ATTEST:

\_\_\_\_\_  
By:  
Doris Speer  
City Secretary

\_\_\_\_\_  
By:  
David Esquivel  
Interim City Manager

**Tomball Independent School District**

ATTEST:

\_\_\_\_\_  
By:  
Dr. Steven Gutierrez

\_\_\_\_\_  
By:  
Dr. Martha Salazar-Zamora

Chief Operating Officer

Superintendent of Schools