

**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, 2022, by and between the City of Tomball, Texas (the "City"), and the Tomball Independent School District (the "District"), each acting through its duly authorized executive officer.

**RECITATIONS**

The City and the District 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 District desires to obtain the authorized services of City police officers and/or patrol vehicles, operated by City Police Officers for District functions including, but not limited to, security oversight and traffic direction at athletic events held at individual school campuses, the Tomball Event Center, and to be used for traffic direction periodically throughout the school year to address specific needs at designated school facilities.

The District 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 District, the parties agree and contract is provided below in this Agreement. This agreement shall remain in effect for the 2022-2023 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.

## 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 Police Officers only (the "*Vehicle* or *Vehicles*"), to the District for the performance of reasonable police services including, by way of illustration and not limitation, the following:

- 3.1** Security, crowd management, parking, and traffic direction for events held at the Tomball Event Center/Tomball Stadium and TISD facilities rentals;
- 3.2** Traffic duty for the opening day of school and periodically throughout the school year to address specific needs at designated school facilities outside of designated contract time; and
- 3.3** Security at campus-based, school-sponsored events (including, but not limited to, athletics and fine arts).

This Agreement will not obligate the District 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 District, the District shall contact the City of Tomball Chief of Police, or the Chiefs designee, and outline the particular needs, services, and scheduling required.

**Section 5.0, As Assigned, When Available: Control.** Assignments will be made solely at the 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 Chiefs 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 District.

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 District 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. Payments for Officers' Services.**

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

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

**6.2. Regular/Full-Time Police Officers.** Regular/Full-Time Police Officers who perform services under this Agreement are performing contract services for the District, at a rate of \$37.50 per hour with a four (4) hour minimum for security at campus-based, school-sponsored events (including, but not limited to, athletics and fine arts). Security, crowd management, parking, and traffic direction for events held at the Tomball Event Center/Tomball Stadium and TISD facilities rentals will be paid at a rate of \$42.50 per hour with no minimum hours worked requirement. Traffic duty for the opening day of school and periodically throughout the school year to address specific needs at identified school facilities outside of designated contract time, will be paid at a rate of \$60.00 per hour. If the District cancels assignments or events without adequate notification (generally two hours), the District will pay a two (2) hour minimum to officers working the assignment or event at a rate of \$37.50 regardless of venue or task.

**6.3. Statement of Charges: Disputes.** The City of Tomball Finance Director will send a statement of charges for mileage when officers utilize City vehicles to escort the District to out-of-town events. 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 District 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 City of Tomball Finance Director, the Chief of Police, and the Chief Operating Officer of the District, with a written report of the resolution to be made a part of the record. Upon request to the City of Tomball Finance Director, the District 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 District 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 District 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 District 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 District 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

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 1st day of August 2022.

**APPROVED AS TO FORM:**

**City of Tomball**

ATTEST:

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

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

**Tomball Independent School District**

\_\_\_\_\_  
By:  
Dr. Steven Gutierrez  
Chief Operating Officer

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By:  
Dr. Martha Salazaar-Zamora  
Superintendent of Schools