

INTERLOCAL COOPERATION AGREEMENT

This INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is made and entered into by and between the CITY OF BRACKETTVILLE, (hereinafter "The City"), a Texas general law Type-A municipality, acting by and through its City Administrator pursuant to Ordinance No. _____ dated _____, and BRACKETT INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas, (hereinafter the "District") acting by and through its Superintendent, (collectively the "Parties") hereto duly authorized, pursuant to the authority granted under Chapter 791 of the Texas Government Code.

WITNESSETH

WHEREAS, the City is responsible and committed to ensuring the health, safety, welfare and protection of all its citizens, including implementing measures and controls to regulate the use and flow of traffic on its public streets and thoroughfares; and

WHEREAS, the District is responsible and committed to providing its students with a quality public education and creating a safe, effective, and productive educational environment for its students and personnel; and

WHEREAS, the District desires to restrict traffic within the boundaries of its geographical location, including restricting parking in close proximity to the District's high school campus facilities; and

WHEREAS, the District believes these restrictions will enhance the safety of all students and personnel of the District; and

WHEREAS, the Parties recognize and desire to cooperate in securing the District's campuses to ensure the safety and welfare of its students and personnel while preserving the health, safety, welfare and protection or affect any private landowner in close proximity to the District's campus facilities; and

WHEREAS, the restriction of traffic and parking will not and adversely affect the ingress or egress upon any private property of affect any private landowner proximity to the District's campus facilities; and

WHEREAS, the Parties have come to an agreement for meeting the District's security needs while preserving the City's use, control and maintenance of its public streets and thoroughfares by permitting the District to install gates to restrict traffic and parking during normal operating hours of the District's campuses and not during any special activities or sessions;

NOW THEREFORE, in consideration of the covenants contained herein, the undersigned Parties agree as follows:

I. PURPOSE

- 1.01 This agreement is entered into between the City and the District for the purpose of promoting the safety and welfare of the District's students and personnel by securing the District's campuses within the boundaries of its geographical location through the restriction of traffic and parking along the City's public streets and thoroughfares.
- 1.02 It is understood and agreed by the Parties hereto that the provisions of this Agreement only supplement or amend the applicable Ordinances, regulations, policies and procedures pertaining to the security of the District's campus facilities and the City's regulation of its public streets and thoroughfares, currently in effect and which shall become effective during the term of this Agreement. In the event of a current or future conflict, during the term hereof, this Agreement shall control.

II. TERM OF AGREEMENT

- 2.01 The term of this agreement shall be for a period of one year beginning September 1, 2026 and ending September 1, 2027. This agreement shall automatically renew in successive one-year terms through September 1, 2036 unless terminated earlier as provided herein.
- 2.02 Notwithstanding any other provision herein, the City and the District may terminate its participation in this agreement, with or without cause, if it provides written notice to the other Party that it does not desire to renew the agreement at least sixty (60) days before the end of the current one-year term.

III. COVENANTS AND CONDITIONS

- 3.01 The City agrees to allow the District to restrict traffic by constructing or erecting non-permanent barriers at the following locations (depicted on Exhibit "A" attached hereto):
 - a. On the East side of North Ann Street where it intersects with East Wolf Alley;
 - b. On the East side of North Ann Street where it intersects with East Fulton Street;
 - c. On the North side of East Wolf Alley where it intersects with North Ellen Street;
 - d. On the District's property line, East of the Ag Shop across East Wolf Alley;
 - e. On the District's property line, East of the Ag Shop across East Fulton Street.
- 3.02 The District agrees to limit the restriction of traffic and access to the affected streets and alleys, described in Section 3.01 above, only during the hours of 7:00a.m to 4:00p.m. (CST), Mondays through Fridays, during the District's regular school session.

- 3.03 The District agrees to oversee and ensure the safe operation of the non-permanent barriers, including responding to all emergency calls for immediate access to the restricted areas in a prompt and reasonable manner. Provided however, in the case of an immediate, actual or probable threat or peril to the health, safety and welfare of the public, the City retains the right to gain immediate access to the restricted areas through any and all means necessary to protect its citizens.
- 3.04 The District further acknowledge and agrees the City (which includes all municipal departments) shall at all times maintain the right to enter upon restricted areas, described in Section 3.01 above, to carry out its necessary governmental functions. The City agrees to provide the District with advanced notice of its intent or need to enter the restricted areas where said advanced notice its feasible.
- 3.05 The District agrees to submit all plans, designs, specifications and related materials to be used in constructing and erecting the non-permanent barriers at the locations, described in Section 3.01 above, to the City for final approval prior to installing the non-permanent barriers. The City agrees not to unreasonably withhold its consent or approval from the District.
- 3.06 The District agrees to assume any and all costs associated with the construction, erection and installation of the non-permanent barriers, including all costs and expenses for their maintenance, replacement and repair.
- 3.07 The City and the District understand and agree that the non-permanent barriers will be a swing-type gate similar to those already in place on Edwards Street at Jones Elementary / Intermediate School.
- 3.08 The City and District understand and agree the restricted access on the streets and alleys will only be on a temporary basis but the posts for the swinging gates will be erected and permanently installed.
- 3.09 The District agrees the non-permanent barriers will be highly visible and aesthetically pleasing.

IV. DESIGNATED REPRESENTATIVES AND NOTICES

- 4.01 The District's designated representative responsible for the management of this agreement shall be the Superintendent, or his designee, unless the City receives written notification identifying another individual as the District's designated contact.
- 4.02 The City's designated representative responsible for the management of this agreement shall be the City Administrator, or designee, unless the City provides the District a written notification identifying another individual as the City's designated contact.
- 4.03 Communication between the City and the District regarding this agreement shall be directed to the designated representative for each Party as set out in this Article IV.

- 4.04 For purposes of the agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage, prepaid, to the Parties' designated representatives under this agreement.

V. LEGAL AUTHORITY

- 5.01 The Parties represent, warrant, assure and guarantee that they possess the legal authority, pursuant to any proper, appropriate and official motion, resolution, ordinance or action passed or taken, to enter into this agreement and to perform the responsibilities herein set out.

VI. CHANGES AND AMENDMENTS

- 6.01 Except when the terms of this agreement expressly provide otherwise, any an all changes and amendments to the terms of this agreement shall only be by written amendment formally approved by the governing bodies of both Parties. Any amendment to the agreement proposed by either Party shall be presented to the other Party no later than ninety (90) days before the expiration of the agreement's current one-year term.
- 6.02 The Parties understand and agree that changes to local, state, and federal rules and regulations or other laws applicable to the Parties may occur during the term of this agreement and that the provisions of this agreement shall prevail only to the extent they do not conflict with these applicable laws. If any changes to local rules, regulations or laws mandate a change in the provisions contained in this agreement, the Parties agree to negotiate in good faith and execute an appropriate amendment to the agreement within ninety (90) days of the effective date of such change.

VII. SEVERABILITY

- 7.01 The Parties agree that in the event any provision of the agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas or the United States, the Parties will immediately rectify the offending portions of the agreement. The remainder of the agreement shall be in full force and effect.

VIII. INDEMNITY

- 8.01 THE PARTIES TO THIS AGREEMENT ARE GOVERNMENTAL ENTITIES, WITH VARYING EXTENTS OF GOVERNMENTAL IMMUNITY AND POTENTIAL FOR LIABILITY. ALL PARTIES ARE SUBJECT TO CONSTITUTIONAL LIMITS ON THEIR ABILITY TO INSURE OR INDEMNIFY OTHER PARTIES. THEREFORE, THE PARTIES SHALL ALSO MAINTAIN SUFFICIENT INSURANCE, AS DETERMINED BY EACH ENTITY, TO COVER THE ENTITY AND ITS OFFICERS, AGENTS, SERVANTS AND

EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, ATTORNEY'S FEES AND LIABILITY OF EVERY KIND, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE IMPLEMENTATION OF THIS AGREEMENT.

IX. ENTIRE AGREEMENT

- 9.01 This agreement constitutes the entire agreement between the parties hereto, and supersedes all of their oral and written negotiations, agreements and understandings of every kind. The Parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this agreement. This agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing, referring specifically to this agreement, executed by the parties.

X. TEXAS LAW TO APPLY

- 10.01 The laws of the State of Texas shall govern the validity, enforcement and interpretation of this agreement. The obligations of the Parties are performable and venue for any legal action arising out of this agreement shall lie in Kinney County, Texas.

XI. MISCELLANEOUS

- 11.01 This agreement shall be binding upon and inure to the benefit of the City and the District and their respective representative, successors and assigns. Except as expressly provided herein, nothing in this agreement is intended to confer on any person, other than the parties hereto and their respective heirs, personal representatives, successors and assigns, any rights or remedies under or by reason of this agreement.
- 11.02 In addition to the acts recited in this agreement to be performed by any Party, the Parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.
- 11.03 The effective date of this agreement shall be the date of the last of the parties to approve and ratify this agreement.

XII. HEADINGS

- 12.01 The headings contained in this agreement are for convenience of reference only, and in no way limit or enlarge the terms and conditions of this agreement.

XIII. MULTIPLE ORIGINALS

13.01 This agreement may be executed in multiple originals. The Parties agree that it is not necessary for the Parties to execute the same physical document. The agreement binds the City and the District upon execution of the agreement by an authorized representative of the City and the District.

EXECUTED in duplicate originals on this the _____ day of _____, 2026.

City of Brackettville:

Brackett ISD:

Mayor

Superintendent

Attest:

City Administrator

Director of Business & Finance