

## Interlocal Agreement Between Alamo Heights Independent School District and City of Alamo Heights

This Interlocal Agreement (“Agreement”) is entered into between **Alamo Heights Independent School District** (“AHISD” or “the District”), which is a political subdivision of the State of Texas and is an independent school district, organized under Education Code Chapter 11, and the **City of Alamo Heights** (“City”), a Texas Municipal Corporation and is a political subdivision of the State of Texas. The Interlocal Cooperation Act, Government Code Chapter 791, governs this Agreement.

**WHEREAS**, AHISD is engaging in construction projects and improvements that will benefit its campuses and facilities located in the City, including but not limited to a crosswalk at Cambridge Elementary School, an AHISD campus; and

**WHEREAS**, the City and AHISD have an existing agreement whereby the City provides licensed Texas peace officers to serve as school resource officers (“SROs”) at AHISD campuses, for which AHISD pays an agreed upon fee to the City for this service; and

**WHEREAS**, the City and AHISD, through their respective governing bodies, wish to document an agreement between them for the purpose of cooperating on the construction and improvement project of a crosswalk at Cambridge Elementary by AHISD for the benefit of the Alamo Heights community in exchange for the City providing SROs to AHISD without costs as outlined in this Agreement; and

**WHEREAS**, this Agreement clearly is in the best interests of the City and AHISD and it is deemed mutually beneficial to each.

**NOW, THEREFORE**, in consideration of the foregoing purposes and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City and AHISD agree as follows:

1. **Term of Agreement.** The District and the City mutually agree that the term of this Agreement is in effect the date it is formally and duly executed by both the District and the City. This Agreement shall remain in effect until the crosswalk at Cambridge Elementary (“Project”) is completed and the District has received equivalent value in the City providing SROs to AHISD. It is estimated that the Project will cost between \$1.2 million to \$1.5 million. The cost to provide SROs is approximately \$450,000 per year. Based on these estimates, the City will provide SROs to the District for more than two (2) years but less than four (4) years. At the end of each school year, the City will provide the Count with an accounting of the costs for SROs for the previous school year and an estimate of SRO’s for the following school year.

2. **Funding for the Construction/Improvements.** AHISD agrees to fund the design and complete construction of the Project. If the Parties agree that the District shall fund other capital improvement projects that benefit the City, the Parties shall mutually agree in writing to add such capital improvement projects to this Agreement. Upon request by the District, the City shall

provide the District with documentation to verify the costs for SROs subject to this Agreement and, if necessary, the City shall cooperate with the District in the event the District determines it necessary to audit the costs of any such project. Upon request by the City, the District shall provide the City with documentation to verify the costs for any capital improvement project(s) subject to this Agreement and, if necessary, the District shall cooperate with City in the event the City determines it necessary to audit the costs of any such capital improvement project.

3. **Cooperation With Construction/Improvements; Maintenance After Completion.** The City shall oversee and manage the Project and other projects covered under this Agreement. City agrees to and shall secure any necessary approvals and/or permitting requirements for such projects as may be necessary under applicable any local, state, or federal ordinance, regulation and/or law. The District shall cooperate with the City in the construction of the Project and other projects made as part of this Agreement. Upon completion of any project agreed to by the Parties under the terms of this Agreement, City agrees to assume responsibility for any necessary future repair and/or necessary maintenance to ensure the capital improvement project remains in good repair for its intended use and benefit of the Alamo Heights community.

4. **School Resource Officers.** Upon provision of documentation reflecting the amounts paid by the District for the construction of the Project and any other project agreed to by the Parties under the terms of this Agreement, City agrees to credit the same amounts paid by the District toward the amounts due from the District to the City for the provision of SROs to the District. Such credit shall be on a dollar-for-dollar basis as outlined in Section 1 of this Agreement.

5. **Term/Termination/Survival Clause.** This Agreement shall be Effective on the date it is fully executed by authorized representatives of both parties and shall continue in full force and effect until such time as one party provides the other with one hundred eighty (180) days' notice of its desire to terminate the Agreement. The parties agree that in the event of termination, any construction and/or improvement projects that had been agreed to by the parties to be covered by this Agreement prior to the termination date shall be completed under the terms and conditions set forth herein. The parties further agree that in the event of termination of this Agreement, the City shall retain any existing obligations for repair and maintenance of completed construction or improvement projects subject to this Agreement. The parties further agree that in the event of termination, any existing credit amounts contemplated under Paragraph 3 above shall still be extended by the City to District for SROs even beyond the actual date of termination. The parties further agree that in the event of termination, any existing credit amounts owed to the City for providing SROs to the District, the District shall pay to the City within sixty (60) days of the actual date of termination.

6. **Amendment of this Agreement.** It is specifically agreed by the Parties that any amendments to this Agreement shall be in writing and agreed to by the governing bodies.

7. **Captions and Headings.** The captions and headings of the Sections of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement nor shall they be employed to interpret or aid in the construction of this Agreement.

8. **Application of Texas Laws and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties



15. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

16. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party. Each party to this Agreement acknowledges that no representations, inducements, promises, or other agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this contract and that no agreement, statement, or promise not contained in this contract shall be valid or binding.

17. **Savings/Severability.** Invalidation of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

18. **Authority to Execute.** The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. This Agreement is and shall be binding upon AHISD, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

19. **Time.** Time is of the essence in the performance by the Parties of their respective obligations under this Agreement.

20. **Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

21. **Assignment.** This agreement is binding upon and inures to the benefit of the parties to this agreement and their respective successors and permitted assigns. This agreement may not be assigned by any party without the written consent of all of the parties.

22. **Miscellaneous Drafting Provisions; Interpretation.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Moreover, in the event of any conflict between any term or provision contained in this Agreement and any applicable City ordinances related to development standards for any project subject to this Agreement, the terms or provisions of this Agreement shall apply.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date first above written.

**CITY OF ALAMO HEIGHTS**

\_\_\_\_\_  
Buddy Kuhn, City Manager

Date: \_\_\_\_\_

**ALAMO HEIGHTS  
INDEPENDENT SCHOOL DISTRICT**

  
\_\_\_\_\_  
Signature

Name (printed): RC Payne

Title: Board President

Date: 4/15/24