

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SEGUIN AND
THE SEGUIN INDEPENDENT SCHOOL DISTRICT**

It is agreed that the City of Seguin, Texas (hereinafter called "City") and the Seguin Independent School District ("Seguin ISD") do hereby agree to on the following terms and conditions:

PREAMBLE

Whereas, providing for the protection and safety of school children are primary concerns of City and Seguin ISD;

Whereas, the Seguin ISD and the CITY desire to provide a safe routes to and from the Seguin ISD's elementary schools, particularly at major street crossings; and

Whereas, in the past the City has been providing personnel to act as crossing guards at Weinert, Jefferson and Patlan schools;

Whereas, the Seguin ISD would be better served if the crossing guards were under their direct control; and

Therefore, the Seguin ISD and the CITY, by this document, enter into an Interlocal Agreement pursuant to the authority granted under Chapter 791 of the Texas Local Government Code.

AGREEMENT

ACCORDINGLY, the parties agree as follows:

I. **PERSONNEL**

- A. SISD shall be responsible for hiring the personnel needed to serve as crossing guards at its schools.
- B. The City of Seguin, through its police department, shall provide initial, annual, and/or recurrent, training for the personnel hired by the Seguin ISD, at the request of the Seguin ISD.
- C. The Seguin Police Department shall assist in the mediation of any complaint or other related issues regarding the crossing guard program, as requested by the Seguin ISD.

II. **FUNDING AND COSTS**

- A. For the 2015-2016 school year, the City shall reimburse the Seguin ISD for the hourly cost of hiring and employing four crossing guards, plus one alternate, needed for the program. The amount of reimbursement shall not exceed \$19,920.00. Upon the submission of a monthly invoice, the City shall issue the reimbursement funds.
- B. After the 2015-2016 school year, the Seguin ISD shall be responsible for the hourly costs to hire and employ school crossing guards.

III. EQUIPMENT

The City shall transfer all of its school crossing equipment to the Seguin ISD for their use in the program.

IV. MISCELLANEOUS PROVISIONS

- A. Unless notified on or before July 1 of each year, this Agreement shall automatically renew effective August 1.
- B. This MOU constitutes the entire agreement between City and the Seguin ISD with respect to the subject matter hereof and it supersedes all prior MOUs, discussions, and negotiations, oral and written. This MOU may not be amended or modified in any respect whatsoever except by an instrument in writing, approved by the City and signed by City and the Seguin ISD.

SIGNED this _____ day of August , 2015.

By: _____
Superintendent - Seguin Independent School District

By: _____
City Manager - City of Seguin