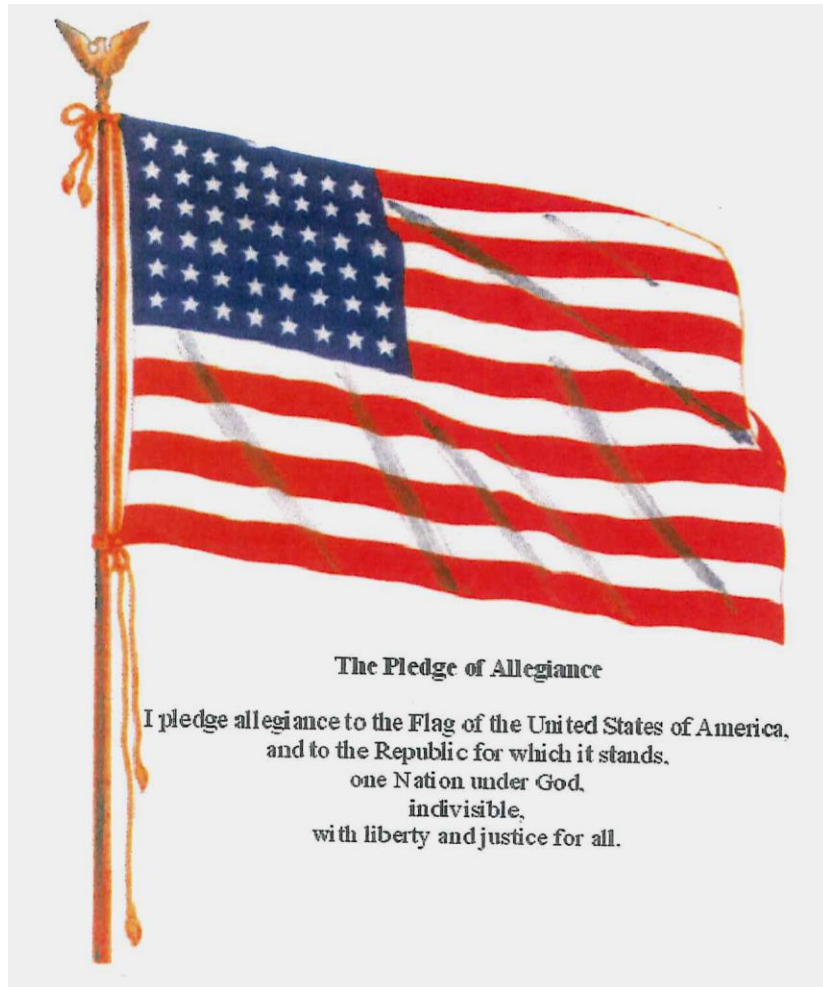


COMMISSIONER'S COURT AGENDA

November 17, 2022

Invocation

Pledge of Allegiance to the Flag.



**(Texas Pledge: Honor the Texas flag;
I pledge allegiance to thee, Texas, one
state under God, one and indivisible).**

Pledge to the Texas Flag



Honor the Texas
Flag; I pledge
allegiance to thee,
Texas, one state
under God, one and
indivisible

Announcements:

**Items or comments from Court
Members or Staff.**

Citizens' Comments:

At this time any person may speak to Commissioners Court if they have filled out a Caldwell County Commissioners Court Participation Form. Comments will be limited to four (4) minutes per person. No action will be taken on these items and no discussion will be had between the speaker(s) and members of the Court. The Court does retain the right to correct factual inaccuracies made by the speakers. (If longer than 30 minutes, then the balance of comment will continue as the last agenda item of the day).

DISCUSSION/ACTION ITEMS:

- 1. Discussion/Action** to consider the approval of an Interlocal Cooperation Agreement between Caldwell County, Caldwell County Sheriff's Office and the City of Lockhart for law enforcement services. **Speaker: Judge Haden/ Mike Lane; Backup: 7; Cost: None**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hopy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. “Anything missing will cause the Agenda Item to be held over to the next Regular meeting,” according to our Rules & Procedures.

AGENDA DATE: 11.15.2022

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to consider the approval of an Interlocal Cooperation Agreement between Caldwell County, Caldwell County Sheriff's Office and the City of Lockhart for law enforcement services.

1. Costs:

Actual Cost or Estimated Cost \$ _____

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

	Name	Representing		Title
<hr/>				

(1) Judge Haden

(2) Mike Lane

(3) _____

3. Backup Materials: None To Be Distributed 7 total # of backup pages
(including this page)

4. 

Signature of Court Member

Date 11/9/2022

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN CALDWELL
COUNTY AND THE CITY OF LOCKHART FOR LAW ENFORCEMENT
SERVICES**

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is made and entered into by and between Caldwell County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "County"), by and through the Caldwell County Sheriff's Office, and the City of Lockhart, a Home Rule municipality of the State of Texas (hereinafter referred to as "City"), by and through its Mayor.

WHEREAS, the City is located entirely within the County; and

WHEREAS, the City's law enforcement services are provided through its police department; and

WHEREAS, the City's police department is currently understaffed; and

WHEREAS, the County, through the Caldwell County Sheriff's Office, provides law enforcement services to the citizens of Caldwell County and has legal authority to extend those law enforcement services into the geographical area of the City; and

WHEREAS section 791.011 (c) of the Interlocal Cooperation Act, Texas Government Code chapter 791 (the "Act"), provides that governmental entities may contract with each other for the provision of governmental functions or services which each party to the contract has the authority to perform individually; and

WHEREAS law enforcement services are governmental functions within the meaning of section 791.003(3) of the Act; and

WHEREAS the City and the County are "local governments" within the meaning of section 791.003(4) of the Act; and

WHEREAS the City and the County each have the authority under Texas law to perform law enforcement services, as required by section 791.011(c)(2) of the Act; and

WHEREAS, the City desires to enter into an agreement with the County whereby the County, through its Sheriff's Office, will provide law enforcement services to the City and its inhabitants on an as-needed basis; and

WHEREAS, the County agrees to render such law enforcement services through the Sheriff's Office;

NOW THEREFORE, in consideration of the covenants, conditions, performances, and promises contained herein, the County and the City agree as follows:

I. TERM OF AGREEMENT

a. The County and the City agree that the initial term of this Agreement shall commence on the date it is formally and duly executed by both the County and the City (the "Effective Date") and shall have an initial term of six months unless earlier terminated as provided herein.

b. Notwithstanding the foregoing, this Agreement may be terminated during the initial term by either party by giving sixty (60) days written notice of intent to terminate to the other party. Any notice of intent to terminate must be delivered by deposit in the United States mail, certified, return receipt requested, to the other party at the addresses set out herein.

c. At or prior to the completion of the initial term of this Agreement, the parties may agree to extend Agreement for an additional period of time under the same terms and conditions contained herein or may amend this Agreement to modify such terms and conditions.

d. In the event that the parties do not take action to terminate or extend this Agreement by the end of the initial term, the terms and conditions of this Agreement shall continue on a month-to-month basis unless and until a party provides thirty (30) days certified mail written notice to the other party of its intent that the Agreement terminate at a specific time and date.

II. SERVICES TO BE PROVIDED

1. When requested by the City Manager or identified as a need by the City's acting, interim, or full-time Police Chief (hereinafter "Police Chief), the County, through the Sheriff's Office, will assign or permit other personnel of the Sheriff's Office to provide law enforcement services to the City, who shall be supervised by the Police Chief to perform patrol, investigative or special services within and on behalf of the City.
2. The City Manager and Police Chief shall coordinate with the Sheriff's Office to ensure that the use of Sheriff's Office personnel will not interfere with its providing of law enforcement services to the County. The Sheriff's Office shall not be required to provide personnel if personnel are not available due to staffing shortages as determined by the Sheriff.
3. To the extent approved by the City Manager, personnel of the Sheriff's Office shall be allowed to use the existing City office space and facilities to accomplish or provide the law enforcement services for the City described in this Agreement.

4. Personnel of the Sheriff's Office assigned to provide law enforcement services for the City shall provide such services within the corporate limits of the City, provided that such personnel may be directed to duties outside the City in cases of public urgency.
5. Personnel of the Sheriff's office shall not be expected or authorized to enforce City ordinances that are not within the jurisdiction of a county sheriff.
6. The Sheriff's Office shall be responsible for maintaining a record of the identity of all County personnel who provide services to the City under this Agreement and the amount of time each such County employee expends in providing such services. The Sheriff's Office shall provide a report to the City of such information on a monthly basis in the manner and at the time directed or requested by the City's Human Resources Department in order for the City to meet the compensation requirements described in Section VI, below.

III. CITY/COUNTY RELATIONSHIP

a. The County is acting hereunder as an independent contractor of the City so that:

1. All County Employees rendering services hereunder shall be considered employees of the County for all purposes.
2. With the exception of enforcement issues and priorities as described herein, the County shall control the conduct of County personnel, including standards of performance, discipline, and all other aspects of performance.
3. Operational control of County's personnel, when performing services for the City, shall be the responsibility of the Police Chief, with coordination with the Sheriff's Office, including but not limited to establishing work shifts and schedules, assignments, training requirements, overtime, etc. to accomplish the services contained in this Agreement.
4. The City shall have the right to require the County to replace County personnel assigned to provide services under this Agreement, provided such requirement is made for reasonable cause. "Reasonable cause" shall include, but will not be limited to the following: documented inability to correct performance deficiencies without resorting to formal discipline; an abrasive style that generates multiple citizen complaints over an extended period of time; an inability or unwillingness to perform law enforcement duties requested or required by the City that are not normally performed by Sheriff's deputies in unincorporated parts of Caldwell County.

IV. EQUIPMENT

- a. City shall make its police department equipment available to County personnel providing law enforcement services to the City under this Agreement.
- b. City agrees that equipment belonging to the County may be utilized for the purposes of this Agreement provided that such use is authorized and approved by County and the County is reasonably compensated for such use. The Sheriff's Office and the Police Chief will determine whether personnel of the Sheriff's Office shall use their own vehicles and equipment or whether they shall use City vehicles and equipment when providing services to the City.

V. COMPENSATION

a. In consideration for services provided by the County to the City, as set forth herein, the City shall pay the County the following:

1. A sum equal to the hourly overtime compensation rates of all other County personnel who perform law enforcement services for the City pursuant to this Agreement times the number of hours provided by each such County employee and reported to the City by the Police Chief under Section II b 6, above. The compensation of salaried County employees, if any, shall be pro-rated to identify and utilize the appropriate hourly overtime rate for such employees.

2. Reasonable compensation for the use of County vehicles or equipment, if any, used in providing law enforcement services to the City by the County.

3. County personnel shall receive only such health insurance coverage, vacation, sick leave, retirement, and any other employee benefits as are provided by the County, and the City shall not be responsible for providing other or additional benefits.

b. The City will be billed by the County monthly for services rendered. Payments are due within 30 days after invoicing by the County.

VI. CITY RESPONSIBILITIES

In support of the County providing the services described herein the City shall:

- a. Confer municipal police authority on County personnel as may be engaged hereunder in enforcing state law within city boundaries, for the purposes of carrying out this Agreement, and to the extent allowed by law.

- b. Provide the criminal justice system services necessary to support this Agreement that are directly attributable to enforcement of state and municipal laws within City, including municipal court, jail, court personnel, and prosecutor.

c. To maintain, at its expense, the police department building and its related utilities, janitorial services, furnishings, fixtures, and City-owned equipment at the same level of maintenance as other City-owned and operated buildings.

d. Retain the authority to provide law enforcement and criminal justice services to its citizens from other sources. This Agreement shall not be construed as an exclusive Agreement for law enforcement services, and the City may contract for additional or different law enforcement services with other agencies.

VII. PERFORMANCE REVIEWS

Upon the request of the Sheriff or City Manager, the respective parties or their designees shall meet to address any performance issues or concerns related to this Agreement. The meeting shall take place within seven (7) days of such request.

VIII. GENERAL PROVISIONS

a. General Administration: Administering this Agreement and the contact person for the City shall be the responsibility of the City Manager and Administering this Agreement and the contact person for the County shall be the responsibility of the Sheriff, or the respective designees of each.

b. Alteration, Amendment or Modification: This Agreement may not be altered, amended, or modified except in a subsequent writing signed by the Parties. No official, agent, employee, or representative of either the County or the City has the authority to alter, amend, or modify the terms of this Agreement, except in accordance with express authority as may be respectively granted by either the Caldwell County Commissioners Court or the Lockhart City Council.

c. Notices: Any notices sent pursuant to this Agreement shall be in writing and must be sent by registered or certified mail, postage prepaid, return receipt requested. Notices sent pursuant to this Agreement shall be delivered or sent to the County and the City at the following addresses:

County Judge, Caldwell County
110 S. Main St., Room 101
Lockhart, Texas 78644

Lockhart City Manager
P. O. Box 239
Lockhart, TX 78644

County Sheriff, Caldwell County
1204 Reed Drive
Lockhart, Texas 78644

When notices sent pursuant to this Agreement are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mailbox or at a U.S. post office.

- a. Severability: If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.
- b. Breach: The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. However, the parties agree to work together to resolve disputes arising under this Agreement, including a breach. In the event of an alleged breach or other dispute, notice shall be provided to the other party as provided above and the parties shall cooperate in an attempt to resolve such breach or dispute for a period of at least 60 (sixty) days, prior to sending notice of termination or taking any other remedial action.
- c. Non-Waiver: The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Agreement is intended by either party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.
- d. Entire Agreement; Third Parties: This Agreement constitutes the entire agreement between the County and the City. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding. This Agreement is not intended to confer any rights on any third parties.

EXECUTED EFFECTIVE AS OF THE DATE OF THE PARTY LAST SIGNING:

CALDWELL COUNTY

CITY OF LOCKHART

Hoppy Haden, County Judge



Lew White, Mayor

Date: _____

Date: 11-7-2022

Mike Lane, County Sheriff

Date: _____

2. Discussion/Action to consider the approval of an Interlocal Cooperation Agreement between Caldwell County and Lockhart Independent School District for Law enforcement services. **Speaker: Commissioner B.J Westmoreland/ Superintendent Mark Estrada/ Art Villareal; Backup: 12: Cost: None**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. “Anything missing will cause the Agenda Item to be held over to the next Regular meeting,” according to our Rules & Procedures.

AGENDA DATE: 11/15/2022

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Discussion/Action to consider approving an interlocal cooperation agreement between Caldwell County and Lockhart Independent School District for law enforcement services.

1. Costs:

Actual Cost or Estimated Cost \$ _____

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

	Name	Representing	Title
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(1)	Commissioner Westmoreland		
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(2)	Mark Estrada		
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(3)			
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3. Backup Materials: None To Be Distributed 12 total # of backup pages
(including this page)

4. B. J. Westmoreland
Signature of Court Member

11-9-2022
Date

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
LOCKHART INDEPENDENT SCHOOL DISTRICT and CALDWELL COUNTY, TEXAS**

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into by and between Lockhart Independent School District (“Lockhart ISD” or “LISD”), a political subdivision acting through its Board of Trustees, and Caldwell County, Texas (hereinafter referred to as “the County”). Collectively, Lockhart ISD and the County may be referred to as the “Parties.”

PREMISES

WHEREAS, Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services;

WHEREAS, Lockhart ISD is a public school district with campuses located within the jurisdictional boundaries of the County where the County presently provides law enforcement services;

WHEREAS, Lockhart ISD and the County each find that contracting for and with respect to the governmental services described herein will result in increased efficiency, economy, and enhanced public safety for the constituents of both Lockhart ISD and the County;

WHEREAS, Lockhart ISD and the County warrant that both possess adequate legal authority to enter into this Interlocal Agreement and their respective governing bodies have authorized each signatory official to enter into this Agreement and bind the local governments to the terms of this Agreement and any subsequent amendments hereto;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

**Article 1
LEGAL AUTHORITY AND PURPOSE**

- 1.1 The legal authority for the Caldwell County and the Lockhart Independent School District to enter into this agreement is the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The purpose, terms, rights, and duties of the parties are stated below.
- 1.2 The purpose of this Agreement is to set forth guidelines to ensure that the County and Lockhart ISD have a shared understanding of the role and responsibility of each in maintaining safe schools, improving climate, and supporting educational opportunities for all students.
- 1.3 The mission of the Constable Security Program (“CSP”) is to place armed, commissioned peace officers in Lockhart ISD campuses to provide security for LISD schools, students, staff and visitors, who can react to threats to LISD campuses as first responders in emergency situations,

provide a security presence to act as a deterrent to threatening conduct, and to monitor the security of LISD campuses and facilities.

Article 2

CONSTABLE SECURITY PROGRAM STRUCTURE

- 2.1 Constables and Deputy Constables (collectively “Constables”) are classified as peace officers by the Texas Code of Criminal Procedure, and only after meeting specified qualifications, equivalent to those of all other peace officers in the state of Texas, are constables licensed by Texas Commission on Law Enforcement Officers Standards and Education (TCLEOSE). While Constables are peace officers for Caldwell County, the duties of the Constables in the CSP will be limited to providing security to Lockhart ISD campuses and facilities, and related security duties.
- 2.2 Lockhart ISD utilizes the Lockhart Police Department to provide School Resource Officers (“SRO(s)”). Only The SROs shall be authorized and responsible for carrying out all duties and responsibilities of a law enforcement officer. The Constables shall be authorized to act as required under Chapter 2 and Chapter 6 of the Texas Code of Criminal Procedure.
- 2.3 School officials will ensure that non-criminal student disciplinary matters remain the responsibility of school staff. Enforcement of the Student Code of Conduct is the responsibility of teachers and administrators. The Constables shall refrain from being involved in the enforcement of disciplinary rules, except to support staff in maintaining a safe school environment in emergency situations.
- 2.4 The parties agree that the goal of the CSP is to have constables providing security services to specified District campuses and facilities at least ninety percent (90%) of instructional days.

Article 3

SERVICES TO BE PROVIDED

The County, through its various Precinct Constables, will be responsible for the following:

- 3.1. Providing armed, commissioned peace officers, licensed by the State of Texas as security service personnel to be assigned to Lockhart ISD campuses, as designated by LISD for the 2022-2023 school year. **(Exhibit B)**
- 3.2. The County will appoint one Constable to act as the coordinator of the CSP (“CSP Coordinator”). The CSP Coordinator is responsible for scheduling constables to provide security services to the District under this Agreement. The CSP Coordinator will work with campus principals and the Superintendent to facilitate the CSP at seven LISD campuses/facilities. **(Exhibit B)**
- 3.3. Constables will sign up with the CSP Coordinator to provide security services to LISD during times which they are not scheduled for regular duty by the County. The CSP Coordinator will provide the District with a schedule of security coverage for each of the campuses/facilities for the

following month no later than three business days prior to the end of each month. The goal of the CSP is to have constables providing security services to specified District campuses and facilities at least ninety percent (90%) of instructional days. (**Exhibit B**)

- 3.4 If constable that is scheduled to provide security services cannot perform his/her scheduled duties, the constable will contact the CSP Coordinator to find a replacement. If a replacement cannot be assigned, the constable or the CSP Coordinator will notify the assigned campus as soon as possible before the start of the scheduled duty.
- 3.4 The Constables shall follow the policies and procedures of Lockhart ISD to the extent those policies do not conflict with the policies and procedures of the County.
- 3.5 The Constables will coordinate and cooperate with the Lockhart ISD Superintendent and other Lockhart ISD administrative staff in carrying out their day-to-day duties as security personnel.
- 3.6 **CONSTABLE DUTIES:** The goal of the Constable is to provide security to the LISD campus or facility to which the constable is assigned. The duties to be performed by the SRO Constables include, but are not limited to, the following:
 - a. Being a visible presence during the school day to assist the Lockhart ISD administration with general public safety services during school hours.
 - b. Monitoring areas within the vicinity of the Lockhart ISD campus or facility the constable is assigned to protect all students, personnel, and visitors.
 - c. Responding to calls for emergency services during the course of the regular school day or when serving in support of an official Lockhart ISD extracurricular or after-school activity.
 - d. Acting as a first responder to protect LISD students, staff, and visitors during emergency and threats to the campus or facility.
 - e. Assisting Lockhart ISD with the implementation of its Emergency Operation Plan.

Article 4
GENERAL DUTIES AND RESPONSIBILITIES

- 4.1 The County agrees to perform any obligations required to maintain the constable as commissioned law enforcement officers with full Texas peace officer status; including but not limited to, providing the constables with any and all continuing training necessary to maintain their TCLEOSE certification.
- 4.2 The constables assigned to Lockhart ISD shall be subject to the approval of the Lockhart ISD Superintendent and the Lockhart Police Department (LPD). Lockhart ISD understands that the

County may rotate or change any officer assigned to serve as security personnel; provided, however, that Lockhart ISD may refuse any particular officer assigned as security personnel and request assignment of a different constable. LISD understands that if such a request is made the assignment of a different constable is based on availability and staffing.

- 4.3 The County will authorize the Constable to carry a weapon and act as a peace officer at all times, so long as the officer is acting under his/her official capacity. Likewise, Lockhart ISD specifically authorizes each constable to carry a weapon in performing security services at all schools and property within Lockhart ISD. When not on duty as security personnel, the officers' rights to carry a firearm will be governed by provisions and rules set forth by TCLEOSE and the County and District Policies CKE (Legal) and GKA (Legal).
- 4.4 As County employees, any disciplinary action taken against the constable shall follow the policy and procedure set forth in the employee handbook of the County.
- 4.5 The Parties shall each monitor, review and provide oversight and supervision of the services as they are provided and each agree to notify the other as soon as reasonably possible in the event the level or quality of any scheduling, operating, service or performance issue becomes unsatisfactory.
- 4.6 The Parties recognize that the services to be provided by the County may be limited to the extent that said services conflict with or compromise the County's ability to provide effective law enforcement services to the County generally; and, should a conflict arise between the policies of Lockhart ISD and the County, the County policy shall prevail. The Parties agree to work in good faith to resolve conflicts with their best reasonable efforts; however, should such conflicts occur which prevent the County from meeting its obligations under this Agreement, the County acknowledges such conflict constitutes good cause to terminate the Agreement.
- 4.7 The Parties agree that they will use their best reasonable efforts to coordinate media relations pertaining to incidents occurring pursuant to this Agreement prior to the release of information whenever possible. Information will only be released by a Party in accordance with established law and its existing policies and procedures.
- 4.8 Nothing in this Agreement prevents Lockhart ISD from continuing its practice of hiring off-duty police officers to provide security at sporting events, after-hour activities, or other events. This Agreement shall not govern off-duty peace officers hired for these purposes.

Article 5
FINANCIAL RESPONSIBILITIES & EQUIPMENT

- 5.1 The County shall provide the constables with all wages, salaries, or other compensation, and benefits of similarly-situated and classified employees of the County. The County shall also be directly responsible for the payment of all payroll taxes, bond costs, retirement contributions, overtime, social security taxes, if any, and all other payroll expenses.
- 5.2 Lockhart ISD will be responsible for reimbursing the County on a monthly basis for the constables' hourly rate per hour of service to the District, as set out in **Exhibit A**.
- 5.3 The County shall keep and maintain accurate records of dates of service and the hours served by the constables. The County shall be responsible for calculating and documenting the charge for services rendered pursuant to this Agreement. With 48-hour notice, exclusive of weekends, the County shall promptly provide Lockhart ISD with access to all time calculation records maintained by the County for any security services provided pursuant to this Agreement.
- 5.4 The Parties agree to provide the following equipment and materials to the constable:
- a. At its own cost, the County shall furnish the constables with all equipment routinely assigned to law enforcement personnel who serve the County. The County will maintain and service all equipment used by the constables in providing security services to Lockhart ISD. Equipment includes, but is not limited to, uniforms, firearms, radios, and all other devices used by the County law enforcement personnel in the performance of their duties.

Article 6
RELATIONSHIP BETWEEN THE PARTIES

- 6.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The relationship of Lockhart ISD and the County shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
- 6.2 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship.
- 6.3 Officers employed by the County and assigned by the County to serve as security personnel at Lockhart ISD are and will remain employed by the County.

- 6.4 The County shall have no liability whatsoever for or with respect to Lockhart ISD's use of any Lockhart ISD property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents or assigns of Lockhart ISD. Lockhart ISD covenants and agrees that:
- a. Lockhart ISD shall be solely responsible, as between Lockhart ISD and the County and the agents, officers and employees of the County, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by Lockhart ISD or its agents, officers, employees, and subcontractors, while on Lockhart ISD property or while using any Lockhart ISD facility or performing any function or providing or delivering any service undertaken by Lockhart ISD pursuant to this Agreement.
 - b. For and with respect to the services to be provided by the County to Lockhart ISD pursuant to this Agreement, Lockhart ISD hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, reasonably expected to insure Lockhart ISD and its agents, officers, and employees from any and against any claim, cause of action or liability arising out of or from the action, omission, or failure to act by Lockhart ISD, its agents, officers, employees, and subcontractors in the course of their duties.
- 6.5 Lockhart ISD shall have no liability whatsoever for or with respect to the County's use of any County property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the County. The County covenants and agrees that:
- a. The County shall be solely responsible, as between the County and Lockhart ISD and the agents, officers, and employees of the Lockhart ISD, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the County or its agents, officers, employees, and subcontractors, while on the County's property or while using the any of the County's facilities or performing any function or providing or delivering any service undertaken by the County pursuant to this Agreement.
 - b. For and with respect to the services to be provided by the County to Lockhart ISD pursuant to this Agreement, the County hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in the amounts sufficient to insure the County and its agents, officers, and employees from and against any claim, cause of action, or liability arising out of or from the action, omission, or failure to act by the County, its agents, officers, employees, and subcontractors in the course of their duties.
- 6.6 It is specifically agreed that, as between the Parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement.
- 6.7 Each party hereto reserves and does not waive any immunity or defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstance arising under the Agreement. Neither Lockhart ISD nor the County waive, modify, or alter to any extent whatsoever the availability of the defense of

governmental immunity under the laws of the State of Texas on behalf of itself, its trustees, council members, officers, employees, and agents.

- 6.8 No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the County nor Lockhart ISD shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under, this Agreement except as specifically provided herein or by law. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.
- 6.9 Nothing in this Agreement shall be deemed to extend, increase or limit the jurisdiction or authority of any of the County or Lockhart ISD except as necessary to implement, perform and obtain the services and duties provided for in this Agreement. Save and except only as specifically provided in this Agreement, all governmental functions and services traditionally provided by Lockhart ISD, and all governmental and proprietary functions and services traditionally provided by the County, shall be and remain the sole responsibility of each such party.

Article 7

TERM

- 7.1 The initial term of this Agreement shall commence upon execution by both parties, and continue through July 31, 2023, and shall automatically renew for an annual term commencing on August 1st thereafter, unless terminated earlier, in writing, by either party.
- 7.2 If the County wishes to renew this Agreement subject to a change in Lockhart ISD's annual payment for the constables' salaries and related costs, the County shall provide Lockhart ISD with written notice of that requested change, including a revised Summary of Calculations for Costs, no later than April 1st of the calendar year. Unless Lockhart ISD notifies the County in writing of its agreement to the change in annual payment by June 15th, the Agreement between the County and Lockhart ISD shall terminate at the end of the term.
- 7.3 After the initial annual term of this Agreement, Lockhart ISD and the County will agree on the annual amount payable for the constables' salaries and related costs by executing an agreed upon Summary of Calculations for Costs.
- 7.4 This Agreement may be terminated at any time by either Party, without cause, by giving the other party a minimum of sixty (60) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 7.5 This Agreement may be terminated by either Party, for cause, by the giving the other party a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.

- 7.6 In the event the Parties are unable to reach a mutual agreement on the terms of the Memorandum of Understanding described in Article 3 above by August 1st of the annual term, any Party will have cause to terminate its participation in the Interlocal Agreement by giving the other Parties a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 7.7 Termination will not relieve Lockhart ISD of its obligation to pay the County for any amounts due and payable for services performed prior to termination. Lockhart ISD is not obligated for any costs or payments that accrue after the termination of this Agreement.

ARTICLE 8
NOTIFICATIONS

- 8.1 All correspondence and communications regarding this Agreement shall be directed to:

COUNTY OF CALDWELL
County Judge, Hopy Haden
110 S. Main St. Room 101
Lockhart, Texas 78644

LOCKHART INDEPENDENT SCHOOL DISTRICT
P.O. Box 120
Lockhart, TX 78644
Attn: Superintendent of School

- 8.2 Notices provided pursuant to this Agreement must be in writing and hand-delivered or sent by certified mail, return receipt requested.

ARTICLE 9
MISCELLANEOUS PROVISIONS

- 9.1 If any portion of this Agreement shall be deemed void or invalid, the remaining portions of the Agreement shall continue in full force and effect.
- 9.2 This Agreement represents the entire Agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This Agreement may not be modified, altered, changed, or amended, except by written agreement of the Parties.
- 9.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall be in Caldwell County, Texas unless otherwise mandated by law.
- 9.4 No Party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

- 9.5 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
- 9.6 By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by their governing body in order to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the _____ day of _____, 2022.

COUNTY OF LOCKHART, TEXAS

By _____
County Judge
Caldwell County

ATTEST:

By _____
Teresa Rodriguez
Caldwell County Clerk

LOCKHART INDEPENDENT SCHOOL DISTRICT

By _____
Michael Wright, President, LISD School Board

ATTEST:

By _____
Tom Guyton, Secretary, LISD School Board

Exhibit A

Hourly Rates for Security Services

1. The Parties agree that the hourly rate for security services performed by constables pursuant to this Agreement will be each individual constable's overtime rate of pay, which is time and a half of the constables normal hourly rate of pay.
2. The parties agree that that Constables will be paid by the County, and Lockhart ISD will reimburse the County as set forth in this Agreement.
3. The parties agree that the County will forward to Lockhart ISD a listing of the rates of pay of each constable who participates in this program at the beginning of each school year, and notify Lockhart ISD when any constable's rate of pay changes.

Exhibit B

LISD Campuses and Facilities Where CSP Will Operate

G.W. Carver Early Education Center

Clear Fork Elementary School

Plum Creek Elementary School

Bluebonnet Elementary School

Navarro Elementary School

Alma Brewer Strawn Elementary School

Pride High School, Lockhart Discipline Management Center, LISD Administration Building
(all three locations secured by one Constable)

3. Discussion/Action to consider the approval of Constable Precinct 4 increasing the number of reserved deputies. **Speaker: Commissioner Westmoreland/ Art Villareal: Backup: 2; Cost: TBD**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 11.15.2022

Type of Agenda Item

Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Discussion/Action to consider the approval of Constable, Precinct 4 increasing the number of reserved deputies.

1. Costs:

Actual Cost or Estimated Cost \$ TBD

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

	Name	Representing	Title
--	------	--------------	-------

(1) BJ Westmoreland _____

(2) _____

(3) _____

3. Backup Materials: None To Be Distributed 2 total # of backup pages
(including this page)

4. B.J. Westmoreland
Signature of Court Member

11-9-2022
Date



To: Caldwell County Commissioners Court
110 S. Main St.
Lockhart, TX 78644

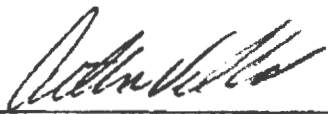
Subject: Application for Approval to Hire Deputy Constables

Dear Commissioners Court:

Please accept this letter as an application under the provisions to the Texas Local Government Code §151.001 for the authority to appoint deputy constables in this office without forth approval of the Commissioners Court. The application requested is as follows:

Number of Employees: 4	Number of Employees: [Redacted]
Title of Position: Deputy Constable	Title of Position: Reserve
Salary: 38,000 ⁰⁰ PCT 4	Salary: Non-Paid

Attached hereto is a statement of the probable receipts from fees, commissions, and compensation to be collected by this office during the fiscal year, and the probable disbursements, including salaries and expenses, of this office.



Constable, Precinct 4

4. EXECUTIVE SESSION

Pursuant to Texas Government Code Section 551.087, the discussion of deliberation regarding economic development negotiations associated with Project Exodus. **Speaker: Judge Haden; Backup: 1; Cost: None**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. “Anything missing will cause the Agenda Item to be held over to the next Regular meeting,” according to our Rules & Procedures.

AGENDA DATE: 11.15.2022

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

EXECUTIVE SESSION Pursuant to Texas Government Code Section 551.087, the discussion of deliberation regarding economic development negotiations associated with Project Exodus.

1. Costs:

Actual Cost or **Estimated Cost** \$ _____

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

_____ Name Representing Title _____

(1) Judge Haden _____

(2) _____

(3) _____

3. Backup Materials: None To Be Distributed _____ total # of backup pages
(including this page!)

4.  _____
Signature of Court Member

_____ 11/9/2022 _____
Date

5. Adjournment.

As authorized by Chapter 551 of the Texas Government Code, the Commissioners Court of Caldwell County, Texas reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed above. The Court may adjourn for matters that may relate to Texas Government Code Section 551.071(1) (Consultation with Attorney about pending or contemplated litigation or settlement offers); Texas Government Code Section 551.071(2) (Consultation with Attorney when the attorney's obligations under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code); Texas Government Code Section 551.072 (Deliberations about Real Property); Texas Government Code Section 551.073 (Deliberations about Gifts and Donations); Texas Government Code Section 551.074 (Personnel Matters); Texas Government Code Section 551.0745 (Deliberations about a County Advisory Body); Texas Government Code Section 551.076 (Deliberations about Security Devices); and Texas Government Code Section 551.087 (Economic Development Negotiations). In the event that the Court adjourns into Executive Session, the Court will announce under what section of the Texas Government Code the Commissioners Court is using as its authority to enter into an Executive Session. The meeting facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the County Judge's office at 512-398-1808 for further information.