

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
WISE COUNTY, TEXAS AND NORTHWEST INDEPENDENT SCHOOL DISTRICT
FOR A SCHOOL RESOURCE OFFICER**

THIS AGREEMENT is made, entered into and executed by and between Wise County, Texas, a duly organized political subdivision of the State of Texas ("County") and Northwest Independent School District, a duly organized Texas Independent school district located partly in Wise County ("District").

WHEREAS, the District has a need for a certified peace officer to assist in the enforcement of state and local laws on District property, especially with respect to the student population at their Seven Hills Elementary School, Prairie View Elementary School and Chisholm Trail Middle School, all located within Wise County; and

WHEREAS, the County employs certified peace officers to enforce state and local laws and the jurisdiction of the County's peace officers includes the District's property; and

WHEREAS, the enforcement of state and local laws is a function that both the County and the District are authorized to perform individually, the parties mutually desire to enter into this Agreement for the purpose of providing police protection to the District under the Interlocal Cooperation Act, Texas Government Code Chapter 791 ("the Act") which provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act and the County and the District hereby mutually agree to be subject to the provisions of the Act;

NOW THEREFORE, this Agreement is hereby made and entered into by the County and the District upon and for the mutual consideration stated herein.

WITNESSETH:

I.

Pursuant to Texas Government Code § 791.011, the County offers and the District hereby accepts the services of one (1) full-time certified peace officer "School Resource Officer" to assist the District in enforcing state and local laws on the District's property for a period of one (1) year beginning on August 1, 2017 and ending on July 31, 2018. The parties may renew this Agreement annually for up to five (5) additional one-year terms, subject to annual approval by each party's respective governing body. Changes to the annual cost in renewal years, if any, will be negotiated by the parties and documented in a written amendment to this Agreement.

II.

The School Resource Officer(s) shall be on duty during the school day for all regularly scheduled school sessions and at selected athletic/extracurricular events, as determined on a priority basis during the school year. The school year shall be determined by the District's calendar and, if applicable, shall include the summer session. The number of School Resource Officer(s) provided during the summer may be reduced by agreement of the parties.

III.

While on duty for the District, the School Resource Officer will perform and fulfill duties and obligations, including:

1. Working closely with campus and District staff to provide a safe and secure learning environment;
2. Acting as a resource person in the area of law enforcement education;
3. Cooperating and assisting in District efforts, programs, or classes to educate students on law enforcement and criminal justice issues;
4. Making arrests, issuing citations, and making referrals of criminal law violators, in accordance with County policy and procedures;
5. Conducting or assisting in criminal investigations of violations of law on District property;
6. Providing law enforcement when necessary to maintain the peace of the District's property and campuses;
7. Wearing an approved police uniform while on duty, or other apparel as approved by the Wise County Sheriff;
8. Performing other duties requested by the District so long as the performance of such duties is legitimately and reasonably related to the purposes of this Agreement, and consistent with state and federal law and the policies and procedures of the County and District;
9. Complying District policies and procedures;
10. Assisting with the implementation of security programs at the request of the District;
11. Coordinating with school administrators, staff, and other law enforcement agencies and courts to promote order and security on District property and campuses;
12. Attending and providing a secure environment at school-related events and functions, including but not limited to extracurricular events, parent meetings, dances, and other social or educational gatherings on District property and campuses;
13. Reporting all situations involving violence or other dangerous situations to the District Superintendent as soon as possible;
14. Helping resolve issues between students that involve matters that may result in criminal violations, disturbances, or disruptions;
15. Maintaining confidentiality of student information, in compliance with the Family Educational Rights and Privacy Act ("FERPA"); and
16. Providing a firearms accident prevention program at least one (1) time each school year in the elementary school as required by Section 1701.603 of the Texas Occupations Code.

The School Resource Officer(s) shall have access to all District premises as needed to perform duties under this Agreement, but shall be primarily assigned to the campuses mentioned above.

IV.

The District shall pay **\$40,000** per District Financial year to cover the annual salary and benefit costs of the School Resource Officer. The District shall be billed annually on October 1st and shall make payment within thirty (30) days by mailing the payment to: Wise County Treasurer, P.O. Box 554, Decatur, Texas 76234. All funds shall be paid out of current available revenues.

The District will provide the following:

1. Office space at the assigned campuses;
2. Computer, phone, and other office equipment as needed to perform services on the campus;
3. Information and training on school procedures and policies;
4. Opportunities to address teachers and administrators about the Student Resource Officer program, goals, and objectives;
5. Opportunities for the Student Resource Officer to give input regarding criminal justice problems relating to students;

6. Prompt notification to the Wise County Sheriff in the event a conflict arises between the Student Resource Officer and a District representative;
7. Opportunities for campus principals to coordinate directly with the Student Resource Officer regarding the individual needs of their respective campuses; and
8. Access to student records, to the extent necessary to perform services under this Agreement in the furtherance of the duties as a Student Resource Officer, not as an employee of the County.

V.

Services provided to the District under this Agreement shall be provided by an officer or officers employed by the County. The School Resource officer shall remain an employee and under the supervision of the County and shall remain subject to all personnel policies and procedures of the County. Such officers shall wear their County uniform and equipment while providing services under this agreement. Nothing in this Agreement shall be construed as creating an employer/employee relationship between the Student Resource Officer and the District. The Student Resource Officer is not entitled to any rights or privileges of District employees and shall not be considered in any manner to be a District employee. The County will provide all workers compensation insurance and employee benefits to which the Student Resource Officer is entitled, consistent with County policies and procedures, and state and federal law.

VI.

This Agreement may be terminated in whole, or in part, by the District or the County upon thirty (30) days written notice to the other party setting forth a substantial failure by the defaulting party to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be affected unless the defaulting party is given: (1) written notice of intent to terminate, setting forth the substantial failure to perform delivered via certified mail, return receipt requested; (2) not less than thirty (30) calendar days to cure the failure; and (3) an opportunity for consultation with the terminating party prior to termination. If the County terminates the Agreement early, the District will be entitled to a *pro rata* refund of the annual fee paid.

VII.

This Agreement represents the entire integrated agreement between the District and the County and supersedes all prior negotiations, representations and/or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both of the Parties. Notices shall be directed as follows:

For Wise County: Wise County Judge
 P.O. Box 393
 Decatur, Texas 76234

For District: Superintendent
 Northwest Independent School District
 P.O. 77070
 Fort Worth, Texas 76170

VIII.

The covenants, terms and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Wise County, Texas. The Parties mutually agree that venue for any obligation arising from this Agreement shall lie in Wise County, Texas.

IX.

If, for any fiscal year, the District or Wise County fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such party shall endeavor to provide a thirty (30) day notice of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

X.

This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither the District nor the County waive, nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims made by third parties.

XI.

Each party covenants and agrees that it is an independent contractor and not an officer, agent, servant, or employee of the other party. Subject to the terms of this Agreement, the County and the District have exclusive control and the exclusive right to control the details of the work performed by their own respective officers, agents, employees, and contractors under this Agreement, and are responsible for the acts and omissions thereof, to the extent allowed by law. Nothing in this Agreement shall be construed as creating a partnership or joint venture between the District and the County.

XII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XIII.

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each party hereby certifies to the other that this Agreement has been approved by its governing body.

XIV.

This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed.

NORTHWEST ISD

P.O. Box 77070
Fort Worth Texas 76170

WISE COUNTY, TEXAS

P.O. Box 393
Decatur, Texas 76234

SEE ATTACHED

By: *Mark C. Schluter*

Printed Name: Mark Schluter

Title: Board President

Date: 8-14-2017

By: _____

Printed Name: _____

Title: _____

Date: _____

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NORTHWEST ISD
P.O. Box 77070
Fort Worth Texas 76170

WISE COUNTY, TEXAS
P.O. Box 393
Decatur, Texas 76234

By: _____

By:  _____

Printed Name: _____

Printed Name: JD Clark

Title: _____

Title: County Judge

Date: _____

Date: 8-14-17