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FULLY EXECUTED

INTERLOCAL COOPERATION AGREEMENT BETWEEN WISE COUNTY, TEXAS AND CHICO 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, hereinafter "County;" and Chico Independent School District, a duly organized Texas Independent school district located in Wise County, hereinafter "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 the elementary, intermediate, junior high, and high school campuses.

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.

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, hereinafter "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; and

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 officers "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. This agreement shall automatically renew annually on October 1st and is to be paid for out of current available revenues.

II.

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 elementary, intermediate, junior high, and high school campuses. The School Resource Officer(s) shall be on duty during regularly scheduled school sessions and at selected athletic/extracurricular events as determined on a priority basis.

III.

The School Resource Officer shall provide 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.

IV.

The District shall pay $15,500 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 C/O Wise County Treasurer P.O. Box 554, Decatur, Texas 76234.

V.

Services provided to the District under this agreement shall be provided by a 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.

VI.

During the term of the agreement, 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. Before the end of any term, either party my cancel this agreement for any reason by providing a thirty (30) day notice prior to the end of an annual term of the intent to cancel the agreement.

VII.

This Agreement represents the entire integrated agreement between The District and Wise 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: Mike Jones
1120 Park Rd.
Chico, Texas 76431

IV.

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.

X.

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 thirty (30) days notice of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

XII.

The District agrees to accept full responsibility for the acts, negligence and/or omissions of all District employees, agents, subcontractors and/or contract laborers and for all persons doing work under a contract or agreement with the District.

XIV.

The County agrees to accept full responsibility for the acts, negligence and/or omissions of all County employees, agents, subcontractors and/or contract laborers and for all persons doing work under a contract or agreement with Wise County.

XV.

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.

XVI.

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.

XVII.

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 any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

XVIII.

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

Executed this 24 day of July, 2014.

CHICO INDEPENDENT SCHOOL DISTRICT
1120 Park Rd.
Chico, Texas 76431

By: _____
Mike Jones
Superintendent

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

By: _____

Wise County Judge