

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN JOURDANTON INDEPENDENT SCHOOL DISTRICT AND
THE ATASCOSA COUNTY SHERIFF'S OFFICE**

This Interlocal Cooperation Agreement (Agreement) is made and entered into by and between JOURDANTON Independent School District (JISD), a political subdivision acting through its Board of Trustees, and ATASCOSA COUNTY Sheriff's Office (ACSO), acting through ATASCOSA County, a political subdivision and the ATASCOSA County Commissioners Court. Collectively JISD and the ACSO 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, JISD is a public school district with campuses located within the jurisdictional boundaries of ATASCOSA County where ATASCOSA County presently operates a Sheriff's Office and

WHEREAS, JISD and ATASCOSA County have each found 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 JISD and ATASCOSA County;

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

ARTICLE 1: HOLDING COMMISSION OF OFFICER

- 1.1 The ATASCOSA County Sheriff will appoint and hold the commission(s) for an appropriately licensed and commissioned law enforcement officer(s) who shall be employed full time by JISD (School Resource Officer(s) or SRO) to provide law enforcement services for JISD.
- 1.2 For employment purposes, the SRO will report to the JISD Superintendent and other JISD administrative staff in carrying out his/her day-to-day duties as a SRO. JISD retains final authority over the SRO law enforcement responsibilities. ACSO will retain authority over the SRO's requirements to follow ACSO policies and agree to notify JISD of any potential conflict in procedures.

ARTICLE 2: DUTIES & RESPONSIBILITIES OF THE PARTIES

- 2.1 The ACSO agrees to perform any obligations required to maintain the SRO as a commissioned police officer with the ACSO with full Texas peace officer status; including but not limited to, providing the SRO with any and all continuing training necessary to maintain his/her TCOLE certification. **JISD will pay for any and all training required.**
- 2.2 Any properly licensed officer providing SRO services under this Agreement shall be vested with all powers, privileges, and immunities of a peace officer within all territory contained in the jurisdiction of Atascosa County.
- 2.3 As an employee of the JISD, any disciplinary action taken against the SRO shall follow the policy and procedure set forth in the employee handbook and policies of JISD.
- 2.4 ACSO shall have final authority on whether to terminate the commission of the SRO for cause. For cause shall mean a breach of any law enforcement duty resulting in the loss of TCOLE Licensure, or violation of the ACSO policies.
- 2.5 The Parties agree that they will use their best reasonable efforts to coordinate media relations pertaining to law enforcement incidents and investigations occurring pursuant to this Agreement prior to the release of information whenever possible. It is understood that, depending on the nature of an incident, law enforcement personnel may be required to conduct on-scene interviews and/or briefings for the media without prior coordination among all Parties. Information will only be released by a Party in accordance with established law and its existing policies and procedures.
- 2.6 Nothing in this Agreement prevents JISD from hiring off-duty law enforcement 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 3: RELATIONSHIP BETWEEN THE PARTIES

- 3.1 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 JISD and the ACSO 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.

- 3.2 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 venturers, or any other similar such relationship.
- 3.3 Officers employed by the JISD and whose commission is held by ACSO are and will remain employees of JISD, and this agreement does not create any employment rights or agreement between the SRO and ACSO.
- 3.4 The ACSO shall have no liability whatsoever for or with respect to JISD's use of any JISD property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents or assigns of JISD. JISD covenants and agrees that:
- a. JISD shall be solely responsible, as between JISD and the ACSO and the agents, officers and employees of the ACSO, 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 JISD or its agents, officers, employees, and subcontractors, while on JISD property or while using any JISD facility or performing any function or providing or delivering any service undertaken by JISD pursuant to this Agreement.
 - b. For and with respect to JISD property or JISD's use of any JISD facility, JISD 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 amounts sufficient to insure JISD 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 JISD, its agents, officers, employees, and subcontractors in the course of their duties.
- 3.5 JISD shall have no liability whatsoever for or with respect to the ACSO's use of any ACSO property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the ACSO. The ACSO covenants and agrees that:
- a. The ACSO shall be solely responsible, as between the ACSO and JISD and the agents, officers, and employees of the JISD, 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 ACSO or its agents, officers, employees, and subcontractors, while on ACSO property or while using any ACSO facility or performing any function or providing or delivering any service undertaken by the ACSO pursuant to this Agreement.
 - b. For and with respect to the services to be provided by the ACSO to JISD pursuant to this Agreement, the ACSO 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 ACSO 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 ACSO, its agents, officers, employees, and subcontractors in the course of their duties.

- 3.6 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.
- 3.7 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 JISD nor the ACSO waives, modifies, or alters 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.
- 3.8 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 ACSO nor JISD 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.
- 3.9 Nothing in this Agreement shall be deemed to extend, increase or limit the jurisdiction or authority of either the ACSO or JISD 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 JISD, and all governmental and proprietary functions and services traditionally provided by the ACSO, shall be and remain the sole responsibility of each such respective party.

ARTICLE 4: TERM

- 4.1 **The initial term of this Agreement shall commence on [REDACTED], 2024, and continue through [REDACTED], 2029, and shall automatically renew for an annual term commencing thereafter, unless terminated earlier in writing by either party.**
- 4.2 Either party, with or without cause, may terminate this Agreement at any time by giving the other party a minimum of thirty (90) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.

- 4.3 This Agreement may also be terminated for cause immediately by providing written notice to the other party if ACSO revokes the commission of the SRO for cause, as defined in Section 2.4 herein. Such notice to be delivered by hand or U.S. Certified Mail to the other party.

ARTICLE 5: NOTIFICATIONS

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

ACSO: Atascosa County Sheriff's Office
 Attn: Sheriff David Soward
 1108 Campbell Avenue
 Jourdanton, TX 78026

JISD: Jourdanton Independent School District
 Attn: Superintendent Dr. Tracy Canter
 200 Zanderson
 Jourdanton, Texas 78026

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

ARTICLE 6: MISCELLANEOUS PROVISIONS

- 6.1 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.
- 6.2 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.
- 6.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and Atascosa County, Texas shall be the venue unless otherwise mandated by law.
- 6.4 No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.
- 6.5 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.

6.6 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.

The Parties have executed and attested to this Agreement by their duly authorized officers effective as of [REDACTED], 2024.

JISD: BY: _____
Barbara Peeler
President, Board of Trustees,
Jourdanton Independent School District

BY: _____
Dr. Tracy Canter,
Superintendent
Jourdanton Independent School District

ATASCOSA COUNTY: BY: _____
Weldon Cude
Atascosa County Judge
Atascosa County, Texas

BY: _____
David Soward, Sheriff
Atascosa County, Texas