

COOKE COUNTY, TEXAS AND ERA INDEPENDENT SCHOOL DISTRICT
INTER-LOCAL AGREEMENT FOR A SCHOOL RESOURCE OFFICER

THIS AGREEMENT is made, entered into and executed by and between Cooke County, Texas, a duly organized political subdivision of the State of Texas, hereinafter “County;” and Era Independent School District, a duly organized Texas Independent school district located in Cooke 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, 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 officer, designated to serve as the “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, junior high, and high school campuses. The School Resource Officer(s) shall be on duty when students are present during regularly scheduled school sessions and at selected events of an athletic or extracurricular type where students are present and prioritized by the Cooke County Sheriff. The Sheriff of Cooke County may assign another deputy to the serve the District in the event the primary School Resource Officer is not available.

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 an amount as specified in Appendix A, which represents 70% of the total salary with benefits costs per County Financial year to cover a portion of the annual salary and benefit costs related to the provision of a School Resource Officer. The District shall be billed monthly for nine equal payments, as specified in Appendix A, beginning on October 1st and shall make payment within thirty (30) days by mailing the payment C/O Cooke County Treasurer 101 South Dixon Gainesville, Texas 76240.

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.

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 may 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 Cooke 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 Cooke County: Cooke County Judge
 101 South Dixon Street
 Gainesville, Texas 76240

For District: Era Independent School District
 President of the School Board
 108 Hargrove Street
 Era, Texas 76238

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 Cooke County, Texas. The Parties mutually agree that venue for any obligation arising from this Agreement shall lie in Cooke County, Texas.

X.

If, for any fiscal year, the District or Cooke 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 Cooke 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 _____ day of _____, 2022.

Jeff Brown, Board President
Era Independent School District

Steve Starnes, Cooke County Judge

Attest

Pam Harrison
Cooke County Clerk

Appendix A
2022-2023 County Fiscal Year

Base Pay – \$51454

ARPA Increase - \$3602

Longevity - \$960

Cert Pay - \$1,380

Total Pay \$57396

Health Insurance - \$12854

Retirement - \$5028

FICA - \$4391

Total Cost with benefits - \$79,669.00

70% of Total = \$55,769.00

9 Equal Payments of \$6,197.00

Note: The amounts listed above should be used as a general guide and they reflect a possible 3% pay increase.

The County Budget, for upcoming fiscal year, is normally finalized in August. An updated Appendix A will be provided to you at that time.