

**2ND AMENDED INTERLOCAL COOPERATION AGREEMENT BETWEEN
WISE COUNTY, TEXAS AND BOYD 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 Boyd Independent School District, a duly organized Texas Independent school district located in Wise County, hereinafter "District."

WHEREAS, The District has a need for three (3) certified peace officers 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 three (3) full-time certified peace officers "School Resource Officers" 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.

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 22 day of May, 2023.

BOYD INDEPENDENT SCHOOL DISTRICT

By: Leslie Vann

Superintendent

WISE COUNTY, TEXAS

By: [Signature]

Wise County Judge