

INTERLOCAL COOPERATION AGREEMENT

BETWEEN

BIG SANDY INDEPENDENT SCHOOL DISTRICT and POLK COUNTY

This Interlocal Cooperation Agreement ("Agreement") is made and entered into by and between Big Sandy Independent School District ("the District" or "BISD"), a political subdivision acting through its Board of Trustees, and Polk County. Collectively, Big Sandy ISD and the Polk County 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, Big Sandy ISD is a public school district with campuses located within the jurisdictional boundaries of Polk County where the Polk County Sheriff's Office ("PCSO") presently provides law enforcement services;

WHEREAS, Big Sandy ISD and Polk County each find 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 Big Sandy ISD and Polk County;

WHEREAS, Big Sandy ISD and Polk County warrant that both possess adequate legal authority to enter into this Interlocal Agreement and their respective governing bodies have authorized each signatory official to enter into this Agreement and bind the local governments to the terms of this Agreement and any subsequent amendments hereto;

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

Article 1

LEGAL AUTHORITY AND PURPOSE

- 1.1 The legal authority for Polk County and the Big Sandy Independent School District to enter into this agreement is the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The purpose, terms, rights, and duties of the parties are stated below.
- 1.2 The purpose of this Agreement is to set forth guidelines to ensure that Polk County and Big Sandy ISD have a shared understanding of the role and responsibility of each in maintaining safe schools, improving climate, and supporting educational opportunities for all students. As agreed herein, the parties have chosen to attempt to collectively pursue these goals by the creation and maintenance of a School Resource Officer (SRO) program, the duties, powers, responsibilities and parameters of which are listed herein.

- 1.3 The mission of the SRO program is to place a community law enforcement officer in the Big Sandy ISD campuses to build working relationships with schools, students, and parents; to address onsite security; to maintain safe schools; to serve as a positive role-model for students; and to provide a direct link with the PCSO.

Article 2

SRO PROGRAM STRUCTURE

- 2.1 Under this framework, the SROs are first and foremost law enforcement officers for the Polk County Sheriff's Office. The SROs shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the Polk County. School officials should ensure that non-criminal student disciplinary matters remain the responsibility of teachers and administrators. The SROs shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment.
- 2.2 Although the SROs have been placed in a formal educational environment, the SROs retain official duties of law enforcement officers. The SROs shall intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with Texas law and PCSO policy. The SROs or the PCSO will have the final decision on whether criminal charges shall be filed. The PCSO reserves the right to remove temporarily the SROs in the event that additional officers are needed during a critical incident, natural disaster or for immediate service of public safety.
- 2.3 The SROs are not formal counselors or educators and will not act as such. However, with the agreement of Polk County, the SROs may be used as a law enforcement resource to assist students, faculty, staff, and all persons involved with the school. The SROs can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes. The SROs may use these opportunities to build rapport between students and the staff.
- 2.4 The SROs will confer with the principal, as needed, to develop plans and strategies to prevent and/or minimize dangerous situations and criminal activity on or near the campus or involving students at school-related activities.
- 2.5 The SROs will notify the campus principal if it is necessary for them to be out-of-district during regular school hours during non-emergency situations.

Article 3

SERVICES TO BE PROVIDED

Polk County, through its Sheriff Office, will be responsible for the following:

- 3.1 Providing one (1) police officer licensed by the State of Texas for service as school resource officer (SRO) to be assigned to all campuses (elementary, junior high and high school) for the 2019-2020 school year.
- 3.2 SROs will be assigned on a full-time basis, forty (40) hours each work week to Big Sandy ISD for 248 days per year, according to the daily schedules agreed upon by the Parties, less any scheduled leave time, vacation time, sick time, training time, court time, or any other law enforcement related activity, including emergencies.
- 3.3 The Parties acknowledge the importance of having the same SROs present in Big Sandy ISD on a day-to-day basis in order to promote continuity and familiarity with Big Sandy ISD and its students. To that end, the Parties agree that every effort should be made to schedule and/or designate the SROs vacation days, compensatory time, and other days off at times when school is not in session or at other times when the SROs' absences will not otherwise create an unnecessary risk or hamper school operations. The SROs will coordinate vacation hours with the principal of the school to which each SRO is assigned.
- 3.4 Should any officer assigned as an SRO during the active school year be absent for more than two consecutive days, the PCSO shall notify principal of the campus to which the SRO is assigned with the name of the officer substituting during the absence. The identity of any substitute SRO is within the discretion of the PCSO, subject to Section 4.7 of this Agreement, and shall be a duly licensed and certified peace officer who must meet all the requirements set forth herein for full time SROs, and shall serve until the full time SRO is ready and able to return to his assigned duties.
- 3.5 The SROs shall follow the policies and procedures of Big Sandy ISD to the extent those policies do not conflict with the policies and procedures of Polk County or the PCSO.
- 3.6 The SROs will coordinate and cooperate with the Big Sandy ISD Superintendent and other Big Sandy ISD administrative staff in carrying out their day-to-day duties as SROs. The PCSO retains final authority over the SROs' law enforcement responsibilities. The SROs may, however, take the schools' wishes into consideration, as the officer deems appropriate.
- 3.7 **SROs DUTIES:** The ultimate goal of the SRO is to maintain a peaceful environment that allows the learning process to continue uninterrupted. The duties performed by the SROs include, but are not limited to, the following:
 - a. Establish a bond and act as liaison between the PCSO and school administrators and student in an effort to reduce or eliminate the opportunity for crime, project a positive image of the PCSO and improve the quality of life within the school and community.
 - b. Patrolling areas within or in the vicinity of the geographical boundaries of Big Sandy ISD to protect all students, personnel, and visitors.

- c. Being a visible presence during the school day in order to assist the Big Sandy ISD administration with general public safety services during school hours.
- d. Helping Big Sandy ISD administrators maintain the peace and/or address a breach of the peace as needed.
- e. Engaging in all law enforcement activities arising from the enforcement of criminal laws or Big Sandy ISD policies and rules, including, but not limited to, intervening in and investigating alleged crimes or violations of Big Sandy ISD rules, issuing citations, transporting arrested persons, completing follow-up activities, filing of affidavits and services provided in accordance with this Agreement. However, violations of Big Sandy ISD policies and rules that are strictly personnel matters and non-criminal in nature will only be assigned to the SROs for investigating at the specific direction of the Big Sandy ISD Superintendent.
- f. Responding to calls for services during the course of the regular school day or when serving in support of an official Big Sandy ISD extracurricular or after-school activity.
- g. Assisting in providing security as needed for after-school activities and events taking place at Big Sandy ISD facilities.
- h. Mediating disputes on campus, including working with students to help solve disputes in a non-violent matter.
- i. Accompanying outside service providers during random canine searches conducted on Big Sandy ISD property.
- j. Preventing property loss due to theft or vandalism.
- k. Providing traffic control as needed.
- l. Assisting Big Sandy ISD with its Emergency Operation Plan.
- m. Assisting with school safety projects, scheduling and maintaining emergency drills, emergency response, and after-action reviews within Big Sandy ISD.
- n. Providing training for staff as requested by the Big Sandy ISD Superintendent.
- o. Serving as a resource for law enforcement education at the request of the BSISD Superintendent, such as speaking to classes on the law, search and seizure, drugs, or motor vehicle laws.
- p. Maintaining the confidentiality of student records as required by the Family Educational Rights and Privacy Act. The SROs shall not disclose to Polk County or the PCSO any education records of a student which the SROs obtain by virtue of the SROs position with the school unless such information is obtained by the SROs in the course and scope of performing their duties in accordance with this Agreement. The

SROs shall not provide student education records to other law enforcement agencies informally for external investigations.

- q. Preparing reports and documentation related to events occurring within the geographic boundaries of Big Sandy ISD.
- r. Performing other duties that may be assigned from time to time by Big Sandy ISD, provided that the duty is legitimately and reasonably related to the services as described herein and is consistent with Federal and State law, local ordinances and orders, laws applicable to Big Sandy ISD, Big Sandy ISD's policies, procedures, rules and regulations of the PCSO.

3.8 When the SROs take a person into custody in the course of performing their duties on behalf of Big Sandy ISD under this Agreement, Big Sandy ISD shall receive notification of the incident from the PCSO within the timeframe required by law and of disposition of the individual to the extent allowed by law.

3.9 **REPORTING DUTIES:** Big Sandy ISD and the PCSO shall maintain records of every campus-based incident resulting in police involvement. The records shall be disaggregated by:

- Description of the incident
- Names of the officials involved
- Name of student involved
- Manner in which the PCSO was notified
- Searches/questioning of students
- Tickets, citations, or summonses issued
- Arrests made
- Filing of delinquency petitions, referrals to a probation officer, and other referrals to the juvenile justice system, and
- Any police action the SRO took relative to the offense.

Data shall also be disaggregated by:

- Race
- Ethnicity
- Age
- Grade
- Gender
- Disability
- English-language learner status, and
- Economically disadvantaged status.

3.10 If it is necessary to question or interview a student at school for any purpose other than a child abuse investigation, the SRO will contact the campus principal of the student's campus. The principal will:

- a. Verify and record the identity of the officer or other authority and request an explanation of the need to arrest the student at school.
 - b. Make reasonable efforts to notify the student's parents or other person having lawful control of the student. If the SRO/designee raises criminal allegations against the student's family members, campus administration are prohibited by the SRO/designee to notify parent/family members.
 - c. The principal or a designee ordinarily shall be present during the questioning or interview. If the interviewer presents what the principal considers a valid objection to a third party's presence, the interview shall be conducted without that person's presence.
- 3.11 If a student at school is arrested or taken into custody by an SRO, the principal shall immediately notify BISD Superintendent and ordinarily notify the parent or other person having lawful control of the student. If the SRO raises what the principal considers a valid objection to notifying the parent at the time, the principal shall not notify the parent.
- 3.12 The School District and the PCSO agree that canine contraband services will be conducted by a third party. The third party Canine Handler will coordinate with campus administration and the SRO to plan dates for the canine searches. The procedures for the searches will be determined by the third party canine search provider, with input from the School District and the SRO.

Article 4

GENERAL DUTIES AND RESPONSIBILITIES

- 4.1 The PCSO agrees to perform any obligations required to maintain the SROs as commissioned law enforcement officers with full Texas peace officer status; including but not limited to, providing the SROs with any and all continuing training necessary to maintain their TCOLE certification.
- 4.2 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 boundaries of Big Sandy ISD and while on any property under the control and jurisdiction of Big Sandy ISD or otherwise in the performance of his/her duties under the guidelines of Big Sandy ISD policies and regulations.
- 4.3 The PCSO will authorize the SROs to carry a weapon and act as a peace officer at all times, so long as the officer is acting under his/her official capacity. Likewise, Big Sandy ISD specifically authorizes each SRO to carry a weapon in performing services at all schools and property within Big Sandy ISD. When not on duty as SROs, the officers' right to carry a firearm will be governed by provisions and rules set forth by TCOLE and the PCSO and District Policies CKE (Legal) and GKA (legal).
- 4.4 As Polk County employees, any disciplinary action taken against the SROs shall follow the policy and procedures set forth in the employee handbook of Polk County and/or the PCSO.

- 4.5 Big Sandy ISD will report all required student misconduct to the PCSO in accordance with Texas Education Code § 37.015. The PCSO will make all reports regarding students as required by Texas Code of Criminal Procedure Art. 15.27.
- 4.6 Subject to its obligations under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, Big Sandy ISD agrees to provide the SROs with (a) unrestricted access to student and personnel records as necessary for the investigation of criminal offenses that occur on school property or in conjunction with a school event or activity, to collect certain incident-based data, or to ensure the safety and security of school campuses or events, and (b) unrestricted access to technology installed at Big Sandy ISD, including surveillance cameras, to provide for safety and security. SROs shall be designated as "school officials" under Big Sandy ISD Policy FL (local) for purposes of access to student records to enable the SROs to perform the duties set out in this Agreement.
- 4.7 The Parties shall each monitor, review and provide oversight and supervision of the services as they are provided, and each agree to notify the other as soon as reasonably possible in the event the level of quality of any scheduling, operating, service or performance issue becomes unsatisfactory. Notwithstanding any other provision of this Agreement, Polk County agrees to assign an officer, including any substitute officer, providing services under this Agreement in consultation with and subject to the approval of the Big Sandy ISD Superintendent of Schools.
- 4.8 The Parties recognize that the services to be provided by the PCSO may be limited to the extent that said services conflict with or compromise the PCSO's ability to provide effective law enforcement services to Polk County generally; and, should a conflict arise between the policies of Big Sandy ISD and the PCSO, the PCSO policy shall prevail. The Parties agree to work in good faith to resolve conflicts with their best reasonable efforts; however, should such conflicts occur which prevent the PCSO from meeting its obligations under this Agreement, the PCSO acknowledges such conflict constitutes good cause to terminate the Agreement.
- 4.9 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. Information will only be released by a Party in accordance with established law and its existing policies and procedures.
- 4.10 Nothing in this Agreement prevents Big Sandy ISD from continuing its practice of hiring off-duty peace 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 5

FINANCIAL RESPONSIBILITIES & EQUIPMENT

- 5.1 Polk County shall provide the SROs with all wages, salaries, or other compensation, and benefits of similarly-situated and classified employees of Polk County. Polk County shall also be directly responsible for the payment of all payroll taxes, bond costs, retirement contributions, overtime, social security taxes, if any, and all other payroll expenses.
- 5.2 Big Sandy ISD will be responsible for reimbursing Polk County in two equal payments, due each October and April during which this agreement is in effect, for the SROs' salary (set out in Article 5.1) for 248 days, as set out in Exhibit A.
- 5.3 Polk County Sheriff's Office shall keep and maintain accurate records of dates of service and the hours served by the SROs. Polk County Sheriff's Office shall be responsible for calculating and documenting the charge for services rendered pursuant to this Agreement. With 72-hour notice, the Polk County Sheriff's Office shall promptly provide Big Sandy ISD with access to all time calculation records maintained by the Polk County for any SRO services provided pursuant to this Agreement.
- 5.4 Overtime hours resulting in "comp time", as that term defined by the Polk County Employee Handbook, that relate to SRO duties must be authorized and approved by the Big Sandy ISD Superintendent prior to the performance of the overtime work and will be accrued in accordance with procedures established by the Polk County. The Parties acknowledge that emergencies or unscheduled events may require overtime hours for the SROs without advanced notice. Should such emergency or unplanned event occur, the SROs shall notify the Superintendent the next work day, or as soon as practicable. Excluding emergencies and unplanned events, if the SROs fail to obtain such permission for overtime hours, Polk County will be responsible for accruing any overtime compensation to the SROs.
- 5.5 Big Sandy ISD will pay for any additional SRO training that Big Sandy ISD may require unrelated to TCOLE training requirements.
- 5.6 The Parties agree to provide the following equipment and materials to the SROs:
- a. At its own cost, Polk County shall furnish the SROs with all equipment routinely assigned to law enforcement personnel who serve Polk County. Polk County will maintain and service all equipment used by the SROs in providing services to Big Sandy ISD. Equipment includes, but is not limited to, uniforms, computers and computer equipment, firearms, radios, and all other devices used by the PCSO personnel in the performance of their duties. This provision does not address the cost for a fully equipped patrol car provided to the SRO (see provision 5.6.b.).
 - b. Polk County shall provide a fully equipped patrol vehicle to the SRO. Big Sandy ISD will pay Polk County Thirteen Thousand Dollars (\$13,000.00) annually for the cost of the vehicle, over the period of four (4) years. After a four (4) year period, if a replacement vehicle is needed, the cost of the new vehicle will once more be prorated over the next 4 year period of the contract. Once Big Sandy ISD has paid \$52,000, the title of the vehicle will be transferred to Big Sandy ISD. If this Agreement is terminated before the

conclusion of four years, Big Sandy ISD will have the option to purchase the vehicle from Polk County for the remaining balance owed under this Agreement.

- c. Big Sandy ISD will pay Polk County Five Thousand Dollars (\$5,000.00) per year for the cost of fueling the patrol vehicle. Payment will be made in two installments as set out in Exhibit A. Polk County is responsible, at its own cost, for the maintenance of the vehicle. The Parties acknowledge that the vehicle will be used for traveling between the SROs home and Big Sandy ISD, as well as off-campus District activities.
- d. Big Sandy ISD will provide the SROs with office space on school property, a telephone, computer, and other office equipment to perform duties under this Agreement, and as mutually agreed by the Parties. Big Sandy ISD will provide the SROs with a map and personnel roster for each campus and Central Office.
- e. The PCSO will provide the SROs with access to its facilities as needed to conduct law enforcement business regarding the securing of evidence in crimes and interviewing individuals in connection with criminal investigation into crimes conducted on school property on in conjunction with a school event or activity.

Article 6

RELATIONSHIP BETWEEN THE PARTIES

- 6.1 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 Big Sandy ISD and Polk County 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.
- 6.2 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 venture, or any other similar such relationship.
- 6.3 Officers employed by the PCSO and assigned by the PCSO to serve as SROs at Big Sandy ISD are and will remain employed by Polk County.
- 6.4 Polk County shall have no liability whatsoever for or with respect to Big Sandy ISD's use of any Big Sandy ISD property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents or assigns of Big Sandy ISD. Big Sandy ISD covenants and agrees that:
 - a. Big Sandy ISD shall be solely responsible, as between Big Sandy ISD and the PCSO and the agents, officers, and employees of the Polk County, 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 Big Sandy ISD or its agents, officers, employees, and subcontractors, while on Big Sandy ISD property or while using any Big Sandy ISD facility or performing any function or providing or delivering any service undertaken by Big Sandy ISD pursuant to this Agreement.

b. For and with respect to the services to be provided by the PCSO to Big Sandy ISD pursuant to this Agreement, Big Sandy ISD hereby contract 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, reasonably expected to insure Big Sandy ISD 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 Big Sandy ISD, its agents, officers, employees, and subcontractors in the course of their duties.

6.5 Big Sandy ISD shall have no liability whatsoever for or with respect to the PCSO's use of any Polk County property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of Polk County. Polk County covenants and agrees that:

a. Polk County shall be solely responsible, as between Polk County and Big Sandy ISD and the agents, officers, and employees of the Big Sandy ISD, 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 Polk County or its agents, officers, employees, and subcontractors, while on Polk County's property or while using the any of Polk County's facilities or performing any function or providing or delivering any service undertaken by Polk County pursuant to this Agreement.

b. For and with respect to the services to be provided by Polk County to Big Sandy ISD pursuant to this Agreement, Polk County 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 Polk County 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 Polk County, its agents, officers, employees, and subcontractors in the course of their duties.

6.6 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.

6.7 Each party hereto reserves and does not waive any immunity or defense available to it at law or in equity as to any claim as to claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstance arising under the Agreement. Neither Big Sandy ISD nor Polk County waive, modify, or alter 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.

6.8 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 Polk County nor Big Sandy ISD 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.

- 6.9 Nothing in this Agreement shall be deemed to extend, increase or limit the jurisdiction or authority of any of Polk County or Big Sandy ISD 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 Big Sandy ISD, and all governmental and proprietary functions and services traditionally provided by Polk County, shall be and remain the sole responsibility of each such party.

Article 7

TERM

- 7.1 The initial term of this Agreement shall commence on the 18th day of May, 2020 and continue through July 31, 2020, and shall automatically renew for an annual term commencing on August 1st thereafter, unless terminated earlier, in writing, by either party. All amounts paid by Big Sandy ISD, and days worked by the SRO will be pro-rated based on the percentage of the year left at the time of execution.
- 7.2 If Polk County wishes to renew this Agreement subject to a change in Big Sandy ISD's annual payment for the SROs' salaries and related costs, Polk County shall provide Big Sandy ISD with written notice of that requested change, including a revised Summary of Calculations for Costs, no later than May 1st of the calendar year. Unless Big Sandy ISD notifies Polk County in writing of its agreement to the change in annual payment by June 15th, the Agreement between Polk County and Big Sandy ISD shall terminate at the end of the term.
- 7.3 After initial annual term of this Agreement, Big Sandy ISD and Polk County will agree on the annual amount payable for the SROs' salaries and related costs by executing an agreed upon Summary of Calculations of Costs.
- 7.4 This Agreement may be terminated at any time by either Party, without cause, by giving the other party a minimum of sixty (60) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 7.5 In the event the Parties are unable to reach a mutual agreement on the terms of the Interlocal Agreement described in Article 3 above by August 1st of the annual term, any Party will have cause to terminate its participation in the Interlocal Agreement by giving the other Parties a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 7.6 Termination will not relieve Big Sandy ISD of its obligation to pay Polk County for any amounts due and payable for services performed prior to termination. Big Sandy ISD is not obligated for any costs or payments that accrue after the termination of this Agreement.

ARTICLE 8

NOTIFICATIONS

- 8.1 All correspondence and communications regarding this Agreement shall be directed to:
- County Judge of Polk County, Texas, Hon. Sydney Murphy, 101 W. Church, Ste. 300,
Livingston, Texas 77351
- Sheriff of Polk County, Texas, Hon. Ken Hammack, 1733 N. Washington, Livingston, Texas
77351
- Big Sandy Independent School District Superintendent of Schools, P. O. Box 188, 9180 F.M.
1276, Dallardsville, Texas 77332.
- 8.2 Notices provided pursuant to this Agreement must be in writing and hand-delivered or sent by certified mail, return receipt requested.

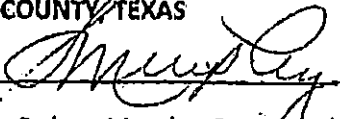
ARTICLE 9

MISCELLANEOUS PROVISIONS

- 9.1 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.
- 9.2 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.
- 9.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall be in Polk County, Texas unless otherwise mandated by law.
- 9.4 No Party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.
- 9.5 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.
- 9.6 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.

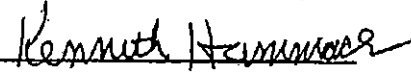
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of
the 18th day of May, 2020.

POLK COUNTY, TEXAS

By 

Hon. Sydney Murphy, County Judge, Polk County, Texas

POLK COUNTY SHERIFF'S OFFICE

By 

Hon. Kenneth Hammack, Sheriff, Polk County, Texas

BIG SANDY INDEPENDENT SCHOOL DISTRICT

By 

Mr. Glen Goodwin, President, BSISD School Board

INTERLOCAL COOPERATION AGREEMENT

BETWEEN

BIG SANDY INDEPENDENT SCHOOL DISTRICT and POLK COUNTY

EXHIBIT A

1. Big Sandy ISD will pay the hourly rate standard for similarly situated Sheriff's Deputies in a total amount not to exceed sixty thousand dollars (\$60,000.00) annually to Polk County for the services of an SRO for the calendar year, including, but not limited to, all days when school is in session. This amount will be prorated if this agreement is terminated before the expiration of one year.
2. Big Sandy ISD will pay the amount of thirteen thousand dollars (\$13,000.00) annually to Polk County for the cost of a patrol vehicle. This amount will be paid annually for up to four years. This amount will be prorated if this agreement is terminated before the expiration of one year.
3. Big Sandy ISD will pay the amount of five thousand dollars (\$5,000.00) annually for fueling the patrol vehicle. This amount will be paid annually with the other payments detailed in Exhibit A.
4. The total sum owed by Big Sandy for each full year of this Agreement shall not exceed \$78,000.00. Big Sandy will pay Polk County the actual total amount owed according to the terms of the attached agreement over two equal installments, in the months of October and April.