

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN HARDIN JEFFERSON INDEPENDENT SCHOOL DISTRICT AND  
THE HARDIN COUNTY CONSTABLE'S OFFICE, PRECINCT 4**

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This Interlocal Cooperation Agreement (Agreement) is made and entered into by and between Hardin Jefferson Independent School District (HJISD), a political subdivision acting through its Board of Trustees, and HARDIN COUNTY CONSTABLE'S OFFICE, PRECINCT 4 (CONSTABLE), acting through the Hardin County Precinct 4 Constables Office. Collectively HJISD and the CONSTABLE 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**, HJISD is a public school district with campuses located within the jurisdictional boundaries of Hardin County, and Precinct 4; and

**WHEREAS**, HJISD and CONSTABLE 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 HJISD and Hardin County Precinct 4;

**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 CONSTABLE hereby agrees to appoint and hold the commission(s) for an appropriately licensed law enforcement officer(s) who shall be employed full time by HJISD (School Resource Officer(s) or SRO) to provide law enforcement services for HJISD.
- 1.2 For employment purposes, the SRO will be employed by HJISD and report to the HJISD Superintendent and other HJISD administrative staff in carrying out his/her day-to-day duties as an SRO. CONSTABLE retains final authority over the SRO law enforcement commission.

**ARTICLE 2: DUTIES & RESPONSIBILITIES OF THE PARTIES**

- 2.1 The CONSTABLE agrees to perform any obligations required to maintain the SRO as a commissioned peace officer with the CONSTABLE 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. **HJISD 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 Hardin County.
- 2.3 As an employee of the HJISD, any disciplinary action taken against the SRO shall follow the policy and procedure set forth in the employee handbook and policies of HJISD.
- 2.4 CONSTABLE 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 CONSTABLE's 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 HJISD 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 HJISD and the CONSTABLE 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 HJISD and whose commission is held by CONSTABLE are and will remain employees of HJISD, and this agreement does not create any employment rights or agreement between the SRO and CONSTABLE.
- 3.4 The CONSTABLE shall have no liability whatsoever for or with respect to HJISD's use of any HJISD property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents or assigns of HJISD. HJISD covenants and agrees that:
- a. HJISD shall be solely responsible, as between HJISD and the CONSTABLE and the agents, officers and employees of the CONSTABLE, 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 HJISD or its agents, officers, employees, and subcontractors, while on HJISD property or while using any HJISD facility or performing any function or providing or delivering any service undertaken by HJISD pursuant to this Agreement.
- 3.5 HJISD shall have no liability whatsoever for or with respect to the CONSTABLE's use of any CONSTABLE property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the CONSTABLE. The CONSTABLE covenants and agrees that:
- a. The CONSTABLE shall be solely responsible, as between the CONSTABLE and HJISD and the agents, officers, and employees of the HJISD, 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 CONSTABLE or its agents, officers, employees, and subcontractors, while on CONSTABLE property or while using any CONSTABLE facility or performing any function or providing or delivering any service undertaken by the CONSTABLE pursuant to this Agreement.
- 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 HJISD nor the CONSTABLE 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 CONSTABLE nor HJISD 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 CONSTABLE or HJISD 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 HJISD, and all governmental and proprietary functions and services traditionally provided by the CONSTABLE, 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 September 16 , 2025, and continue through September 15, 2030, 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 CONSTABLE 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:

CONSTABLE: Hardin County Constable's Office, Precinct 4  
PO Box 2014  
Sour Lake, Texas 77659


HJISD: Hardin Jefferson Independent School District  
Attn: Superintendent  
P.O. Box 490  
Sour Lake, Texas 77659

- 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 Hardin 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 September 15, 2025.

JISD: BY:   
Brad McEachern  
Superintendent,  
Hardin Jefferson Independent School District

BY: \_\_\_\_\_  
Cory Jeffcoat,  
Hardin County Constable, Precinct 4

