

INTERLOCAL AGREEMENT FOR THE SCHOOL RESOURCE OFFICER PROGRAM

KELLER INDEPENDENT SCHOOL DISTRICT

This agreement ("Agreement") is made and entered into between the **City of Fort Worth**, a home rule municipal corporation of the State of Texas ("City"), its duly authorized Assistant City Manager, and the **Keller Independent School District ("KISD" or "District")**, a political subdivision of the State of Texas located in Tarrant County and a legally constituted Independent District ("District"), its duly authorized **Superintendent**.

RECITALS

WHEREAS, this Agreement is made under the authority granted to the City and the District pursuant to the Texas Government Code, Chapter 791, known as the INTERLOCAL COOPERATION ACT;

WHEREAS, the Texas State Legislature has authorized the formation of interlocal cooperating contracts between and among governmental entities;

WHEREAS, the governing bodies of City and Keller Independent School District find that this Agreement is necessary for the benefit of the public and the performance of this Agreement is in the common interest of both parties;

WHEREAS, the governing bodies of City and Keller Independent School District have authorized entering into this Agreement;

WHEREAS, the citizens of Fort Worth and the City Council have determined that the security of students is paramount;

WHEREAS, District wishes to participate in the School Resource Officer Program ("SRO Program") through which City provides school security assistance to participating school districts with facilities within the City's territorial limits using City's police officers; and

WHEREAS, City will receive funds through the Fort Worth Crime Control and Prevention District ("CCPD") to assist in funding City's portion of the SRO Program costs.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein expressed, the Parties agree as follows:

AGREEMENT DOCUMENTS:

The Agreement documents shall include the following:

1. This Agreement for the SRO Program;
2. Exhibit A – Scope of Services;
3. Exhibit B – Payment Schedule; and
4. Exhibit C – Roles and Responsibilities for Officers.

Exhibits A, B, and C, attached hereto are incorporated herein and made a part of this Agreement for all purposes. In the event of any conflict between the terms and conditions of Exhibits A, B, and C, and the terms and conditions set forth in the body of this Agreement, the terms and conditions set forth in the body of this Interlocal Agreement shall control.

The term “District” shall include the District, and its officers, agents, employees, representatives, servants, contractors or subcontractors.

The term “City” shall include its officers, employees, agents, and representatives.

The term “Party” shall refer to either the City or the District.

The term “Parties” shall refer to both the City and the District.

1. SCOPE OF SERVICES.

City hereby agrees to provide the District with school security services for the purpose of creating a safe educational environment, in partnership with the District. The City will provide Fort Worth Police Department (“FWPD”) officers at District schools within the territorial limits of Fort Worth. The District covenants and agrees to fully cooperate with the City in the implementation of the SRO Program. Attached hereto and incorporated for all purposes incident to this Agreement is “**Exhibit A,**” **Scope of Services**, more specifically describing the services to be provided hereunder.

2. TERM.

This Agreement shall commence on October 1, 2025 (“Effective Date”) and shall continue in full force and effect until September 30, 2026, unless terminated earlier in accordance with the provisions of this Agreement.

3. CONSIDERATION.

The District shall pay City **\$1,489,735.96** (the “Agreement amount”) in accordance with the provisions of this Agreement and the Payment Schedule attached as “**Exhibit B**”. Such Agreement amount is based upon fixed expenditures for personnel and operating costs for police officers assigned

to the SRO Program. The District will be required to have at least one officer assigned per 1,500 students in any school that an officer is assigned. The Agreement amount represents 50% of all personnel and operating costs incurred by the City for the **eleven (11) police officers** assigned to the District. The District will be required to accept the assignment of additional police officers to accommodate the proper ratio between student body and on-campus police officers. If additional officers are required pursuant to this section, the District shall pay City an additional \$177,526.74 annually per additional officer. The Agreement amount is a projected figure based upon estimated costs for the program for the coming City Fiscal Year.¹ The Agreement amount includes the District's proportional share of the personnel, training and operating costs of the FWPD command staff that oversee the SRO Program. The command staff costs are shared by all participating school districts, and the participating school districts pay a proportional amount of the command staff costs based on the number of SRO Program officers assigned to each participating school district. The command staff includes two (2) detectives, six (6) sergeants, two (2) relief police officers, and one (1) lieutenant assigned to the SRO Program. The Agreement amount also includes the District's proportional share of the administrative operating fees of SRO-assigned patrol vehicles. In addition, the agreement amount represents 100% costs incurred by the City for the **one (1) mobile police officer** assigned to the District.

In the event that an officer is on leave due to an occupational injury, the Agreement Amount shall not be reduced or amended due to such absence unless agreed by both Parties in writing.

It is understood and agreed that District shall remit funds to the City within thirty (30) calendar days following receipt of an official invoice. Invoices shall be provided by City to District on a monthly basis.

In connection with the City's annual budget process, following the end of each Fiscal Year, funding shall be subject to a "true up" process in accordance with this paragraph. The City shall compare the actual costs of the prior Fiscal Year's program with the projected/budgeted amount for the current Fiscal Year and calculate any deviation between the two. The City shall notify the District of such deviation on or before the ninetieth (90) day of the new Fiscal year. Any deviation will be reconciled with District by one of the following methods: (1) adjusting the projected/budgeted amounts for the next Fiscal Year's School Resource Officer contract; or (2) if the parties elect not to enter into another contract for the next Fiscal year, a direct payment of funds to the District, if the actual costs of the program were less than the projected costs program; or a direct payment of funds to the City if the actual costs exceed the projected costs of the program.

4. TERMINATION.

4.1 CCPD Funds

¹ Fiscal Year shall be defined as: the twelve-month period beginning October 1 and ending September 30, or such alternate twelve-month period as approved in writing by the City.

This Agreement is wholly conditioned upon the actual receipt by City of Program Funds from the CCPD. In the event that funds from the CCPD are not timely received, in whole or in part, City may, at its sole discretion, terminate this Agreement and City shall not be liable for payment for any work or services performed by District under or in connection with this Agreement.

4.2 Convenience.

The City may terminate this Agreement at any time and for any reason by providing the other Party with 30 days' written notice of termination.

4.3 Non-appropriation of Funds.

In the event no funds or insufficient funds are appropriated by the City in any fiscal period to fund the SRO Program, City will notify District of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever.

4.4 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the Expiration Date, the District shall pay City for services actually rendered up to the effective date of termination and City shall continue to provide the District with services requested by the District and in accordance with this Agreement up to the effective date of termination. Within thirty (30) days after the effective date of such termination, City shall forward to District a final invoice for the appropriately prorated unpaid balance due on the Agreement Amount for services rendered and District shall remit payment in full within thirty (30) days after the date of such invoice.

5. EACH PARTIES' PAYMENTS

Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.

6. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

6.1 Disclosure of Conflicts. District hereby warrants to the City that District has made full disclosure in writing of any existing or potential conflicts of interest related to services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, District hereby agrees immediately to make full disclosure to the City in writing.

6.2 Confidential Information. District, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City.

6.3 Unauthorized Access. District shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. District shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised, in which event, District shall, in good faith, use all commercially reasonable efforts to cooperate with the City in identifying what information has been accessed, modified, deleted or otherwise corrupted by unauthorized means and shall fully cooperate with the City to protect such information from further unauthorized tampering.

6.4 Federal Law Enforcement Database Access. If District, or any District Personnel, has access to any federal law enforcement database or any federal criminal history record information system, including but not limited to Fingerprint Identification Records System ("FIRS"), Interstate Identification Index System ("III System"), National Crime Information Center ("NCIC") or National Fingerprint File ("NFF"), that is governed by and/or defined in Title 28, Code of Federal Regulations Part 20 ("CFR Part 20"), for the purpose of providing services for the administration of criminal justice as defined therein on behalf of the City under this Agreement, District shall comply with the Criminal Justice Information Services Security Policy and CFR Part 20, and shall separately execute the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

7. RIGHT TO AUDIT.

District agrees that the City shall, until the expiration of three years after final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the District involving transactions relating to this Agreement at no additional cost to the City. District agrees that the City shall have access during normal working hours to all necessary District facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give District reasonable advance notice of intended audits.

Section 7 shall survive the termination or expiration of this Agreement.

8. INDEPENDENT CONTRACTOR.

District shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of City. City shall operate hereunder as in independent contractor and not as an

officer, agent, servant, or employee of the District. City shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. District shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither City nor District shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of the officers, members, agents, servants, or employees of the other. Nothing in this Agreement shall waive any statutory or common-law immunity or defense of City or District.

9. PROPERTY LOSS.

City shall in no way nor under any circumstances be responsible for any property belonging to District, its officers, members, agents, employees, subcontractors, program participants, licensees or invitees, which may be lost, stolen, destroyed or in any way damaged.

10. PROVISIONS REGARDING AGE.

City and District covenant that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in the performance of this Agreement shall, in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

11. LIABILITY

To the extent allowed by law, each of the Parties shall be liable and responsible for any damages or loss caused by the negligent acts or omissions, or malfeasance or intentional misconduct of each of its respective officers, agents, servants, or employees. Nothing in the performance of this Agreement shall impose any liability for claims against District, other than claims that may arise as set forth in this section and Section 11, or for claims which the Texas Tort Claims Act may impose liability. Nothing in the performance of this Agreement shall impose any liability for claims against the City of Fort Worth other than claims that may arise as set forth in this section or for which liability may be imposed by the Texas Tort Claims Act.

Section 11 shall survive the termination or expiration of this Agreement.

12. NON-DISCRIMINATION COVENANT.

District, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of District's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by District, its personal representatives, assigns, subcontractors or successors in interest, District agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

Section 12 shall survive the termination or expiration of this Agreement.

13. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other Party, c/o the designated person listed below; or (2) received by the other Party by United States Mail, registered, return receipt requested, addressed as follows:

City of Fort Worth

Attn: William Johnson
Assistant City Manager
100 Fort Worth, Texas
Fort Worth, Texas 76102

KISD

Attn: Dr. Cory Wilson
Superintendent
350 Keller Parkway
Keller, Texas 76245

With Copy to the City Attorney
At same address

14. GOVERNMENTAL POWERS/IMMUNITIES.

It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

15. NO WAIVER.

The failure of the City or District to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or District's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

16. GOVERNING LAW / VENUE.

This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

17. SEVERABILITY.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

18. FORCE MAJEURE.

City and District shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, epidemics or pandemics, material or labor restrictions by any governmental authority, transportation problems, restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any States, civil disturbances, other national or regional emergencies, and/or any other similar cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected (collectively "Force Majeure Event"). The performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides notice of the Force Majeure Event, and an explanation as to how it hinders the party's performance, as soon as reasonably possible, as determined in the City's discretion, after the occurrence of the Force Majeure Event. The form of notice required by this section shall be the same as section 13 above.

19. BODY WORN CAMERAS.

City and District agree that any use of body-worn cameras by FWPD officers will be subject to and in compliance with state law and local regulations regarding the use and operation of body-worn cameras (BWC). City shall use its best efforts to notify the District at least two weeks before its SRO Program officers assigned to the District are to begin use of BWCs, and will provide written information and training to the principal and assistant principals of the schools to which the officers are assigned, on the objectives and procedures for the use of BWCs. Every SRO Program officer equipped with a BWC shall be trained in the operation of the equipment prior to its use. When utilizing BWCs, the SRO Program Officers shall adhere to the objectives and procedures outlined in this Agreement and the Fort Worth Police Department General Orders so as to maximize the effectiveness of the BWC and the integrity of the video documentation. City may, if not otherwise prohibited by law, provide to the District copies of any such filming of students, parents, employees, or others upon

school property, upon request for such copies by the District, as an intergovernmental transfer. In the event the City believes the providing of a copy of such videos would be prohibited, City agrees to utilize its best efforts to facilitate the availability of the officer who made the video to testify, upon request by the District, in any school disciplinary hearing concerning the officer's knowledge of the facts and circumstances of the incident which was videoed. The Parties also agree that any such film or video taken by, and kept in the possession of, the City's officers may be considered "law enforcement records" under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. sec. 1232g and 34 C.F.R. Sec. 99.8, and that any copy of such film or video, if permitted by law to be provided to the District, may then become an educational record of the District under FERPA. In the event the District determines that such educational record is required to be released to the public or to a parent or a student under FERPA, the District agrees, prior to release of such records, to provide the City advanced written notice sufficient for the City to determine if a protective order or other injunctive relief may be required to protect the confidentiality of the record.

20. HEADINGS NOT CONTROLLING.

Headings and titles used in this Agreement are for reference purposes only, shall not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

21. APPROVAL OF AGREEMENT.

The governing bodies of City and District have approved the execution of this Agreement, and the persons signing the Agreement have been duly authorized by the governing bodies of the City and District to sign this Agreement on behalf of the governing bodies.

22. REVIEW OF COUNSEL.

The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or exhibits hereto.

23. AMENDMENTS.

No amendment of this Agreement shall be binding upon a Party hereto unless such amendment is set forth in a written instrument, which is executed by an authorized representative of each Party.

24. ENTIRETY OF AGREEMENT.

This Agreement, including Exhibits A and B, contains the entire understanding and agreement between the City and District, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent it conflicts with any provision of this Agreement.

25. COUNTERPARTS AND ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument. A signature received via facsimile or electronically via email shall be as legally binding for all purposes as an original signature.

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**APPROVED AND AGREED FOR CITY
OF FORT WORTH**



William Johnson
Assistant City Manager

Date: 10/02/2025

APPROVAL RECOMMENDED


Robert Alldredge (Oct 2, 2025 13:03:04 CDT)

Robert A. Alldredge, Jr.
Executive Assistant Chief

**APPROVED AS TO FORM AND
LEGALITY FOR CITY OF FORT
WORTH**



Amarna Muhammad
Assistant City Attorney

APPROVED AND AGREED FOR KISD

Dr. Cory Wilson
Superintendent

Date: _____

**APPROVED AS TO FORM AND
LEGALITY FOR KISD**

KISD Attorney

ATTEST

Jannette Goodall
City Secretary

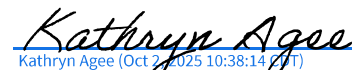
M&C No. 25-0939

Date: 09/30/2025

Form 1295 Certification No: NOT REQUIRED

Contract Compliance Manager:

By signing I acknowledge that I am the person responsible
for the monitoring and administration of this contract, including
ensuring all performance and reporting requirements.


Kathryn Agee (Oct 2, 2025 10:38:14 CDT)

Name: Kathryn Agee
Title: Senior Management Analyst

EXHIBIT A

SCOPE OF SERVICES

1. City, through the commander of the SRO Program, shall assign FWPd officers to specific schools within the District to provide school security and officers shall work directly with the District's school principals.
2. There shall be eleven (11) City police officers assigned to the District for the SRO Program. In addition, there shall be one (1) mobile police officer to rotate to assigned schools in the District and command staff comprised of two (2) detective, six (6) sergeants, two (2) relief police officers, and one (1) lieutenant assigned to the SRO Program. The Lieutenant shall command the SRO Program. **The District shall submit a written request for additional Police Officers to City ten (10) months prior to the start of a new Fiscal year (the end of the month of December).**
3. Assigned officers shall have the SRO Program as their primary duty, and will not be regularly assigned additional police duties. City reserves the right, however, to reassign any or all officers temporarily in the event of an emergency or when the City, in its sole discretion, deems necessary.
4. City shall coordinate assignment and duty hours with District. If necessary, to handle unplanned absences at schools, FWPd officers from other units may be assigned temporarily to provide coverage. City shall not provide replacements for officers who are on leave due to an occupational injury. Replacement officers, when available, will be assigned to District when the assigned police officer's absence is for an extended period of time.
5. City shall provide to the officers assigned to the SRO Program all the law enforcement training and certification, vehicles and police equipment, benefits, and insurance (including liability coverage) that are provided to all City's police officers. District shall provide any radio equipment necessary to allow the assigned officers to communicate with District staff.
6. The City shall maintain emergency response plans for every school within their jurisdiction. To the extent allowed under Texas law, these plans shall be kept confidential within the Fort Worth Police Department for security purposes, but meetings shall be held with authorized representatives of District to provide relevant information and excerpts from the plan necessary for implementation. City's Chief of Police shall designate a commander to be responsible for maintenance and dissemination of these plans.

7. All police personnel assigned to the SRO program will remain subject to the rules and regulations applicable to all sworn personnel, including General Orders, Special Orders, Personnel Rules and Regulations, directives and other applicable law.

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EXHIBIT B

PAYMENT SCHEDULE

District will remit 11 payments of \$124,144.66 per month within 30 days of receipt of an invoice from the City and a final payment due in the amount of \$123,784.70. The failure of District to pay an invoice within 30 days of receipt will be considered a breach of this Agreement.

$\$124,144.66 \times 11 = \$1,365,591.26$

Final Payment= \$123,784.70

Total Payments \$1,489,735.96

Exhibit C

Roles and Responsibilities for Officers

SRO will collaborate with school administrators to establish and maintain a safe and secure learning environment.

SRO will assist with conflict resolution efforts and build a positive rapport with students, parents, visitors and campus staff.

SRO will conduct activities that will help to maintain order, by enforcing state laws and city ordinances.

SRO will conduct foot patrols and monitoring of District campuses to deter criminal activity.

SRO will work closely with school administration to develop and train school staff in responding to various crisis situations once approved by SRO's chain of command as well as the districts Safety & Security department.

SRO may, when available, attend and participate in school events such as drills, assemblies, and other daytime school activities, as needed and requested by campus administration and approved by SRO's supervisor.

SRO will assist campus administration in the removal of any unauthorized persons on the campus during their shift.

SRO will assist school administration with campus security and safety concerns.

SRO will consult with the campus threat assessment team created under the Education Code Section 37.115 for the purposes of assessing risks and threats in school.

SRO may assist with traffic on public and school property to ensure proper traffic flow around school campuses.