

## INTERLOCAL AGREEMENT FOR SCHOOL SECURITY SERVICES

### **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"), acting by and through **Joe Paniagua**, its duly authorized First Assistant City Manager, and the **Keller Independent School District**, a political subdivision of the State of Texas located in Tarrant County and a legally constituted Independent School District ("District"), acting by and through its **Board of Trustees**.

### **RECITALS**

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

WHEREAS, District wishes to participate in City's School Security Initiative Program through which City provides school security to participating school districts with facilities within the City's city limits using City's police officers;

WHEREAS, City has received funds through the Fort Worth Crime Control and Prevention District to assist in funding the School Security Initiative Program; and

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

#### **1. ASSIGNMENT OF POLICE OFFICERS**

City, through the commander of City's School Security Initiative Program and in conjunction with District personnel, shall assign police officers to specific schools within the District to provide school security. Assigned officers shall work directly with the District's school principals. Assigned officers shall have the School Security Initiative 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 other circumstances require an enhanced police presence elsewhere in the City and school is not in session. City shall coordinate assignment and duty hours with District. If necessary to handle unplanned absences at schools, officers from units other than the School Security Initiative Program may be assigned temporarily to provide coverage. City shall not provide replacements for officers who are off of work due to occupational injury and the Contract Amount shall not be reduced or amended due to such absence unless agreed by both parties in writing. Replacement

officers, when available, will be assigned to District when the assigned police officer's absence is for an extended period of time.

## **2. DUTIES AND RESPONSIBILITIES**

City shall provide to the officers assigned to the School Security Initiative Program all the law enforcement training and certification, vehicles and police equipment, benefits, and insurance (including liability coverage) provided to all City's police officers assigned to the School Security Initiative Program. District shall provide any radio equipment necessary to allow the assigned officers to communicate with District staff.

## **3. EMERGENCY RESPONSE PLANS**

The Fort Worth Police Department shall maintain emergency response plans for every school within their jurisdiction. 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.

## **4. NUMBER OF POLICE OFFICERS**

District covenants and agrees to fully cooperate with the City of Fort Worth in the implementation of the School Security Initiative Program within the schools of the District. During the term of this Agreement there shall be five (5) City police officers assigned to the District for the School Security Initiative Program. In addition, there shall be one (1) corporal, five (5) sergeants, three (3) relief police officers and one (1) lieutenant assigned to the School Security Initiative Program which shall be commanded by the police lieutenant. Additional officers will not be provided District during the current school year contract. The District is required to submit a written request for additional Police Officers, to City, nine months prior to the start of a new school year (the end of the month of January).

## **5. CONSIDERATION**

District shall pay to City **\$348,789.00** ("Contract Amount") for City's provision of security services through the School Security Initiative Program. Such Contract Amount is based upon fixed expenditures for personnel costs of police officers assigned to the School Security Initiative Program. The Contract amount represents 50% of all personnel costs incurred by the City for the police officers assigned to the School Security Initiative Project, including Base Pay, Salary Increases, Overtime, Longevity Pay, Incentive Pay, Acting Officer Pay, Bilingual Pay, FLSA, Court Attendance Costs, Medicare, Workers Compensation Insurance, Group Health Insurance, and Retirement. The contract amount also represents an apportioned share of 100% of the personnel costs of police command staff that are assigned to the School Security Initiative Program. The full personnel cost for the command staff is shared by all participating school

districts, and the participating school districts pay a prorated amount of the command staff personnel cost based on the number of School Security Initiative Program officers assigned to each participating school district. The personnel costs incurred by the City in this project for the command staff include Base Pay, Salary Increases, Overtime, Longevity Pay, Incentive Pay, Acting Officer Pay, Bilingual Pay, FLSA, Court Attendance Costs, Medicare, Workers Compensation Insurance, Group Health Insurance, and Retirement. In addition, the contract amount includes an apportioned share of the patrol vehicles' administrative operating fee assigned to the School Security Initiative Program prorated to each participating school district.

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

#### **6. TERM**

The term of this Agreement is for a period beginning on October 1, 2008, and ending on September 30, 2009.

#### **7. CONTINGENCY OF AGREEMENT**

It is expressly understood and agreed by and between the parties hereto that this Agreement is wholly conditioned upon the actual receipt by City of funds from the Fort Worth Crime Control and Prevention District and that if such funds from the Fort Worth Crime Control and Prevention District are not timely forthcoming, in whole or in part, City may, at its sole discretion, terminate this Agreement. City and District shall make all payments under this Agreement from current revenues available to the paying party.

#### **8. TERMINATION AND FINAL PAYMENT**

This Agreement may be terminated by either party hereto, in whole or in part, at any time and for any reason, upon written notice to the other party. Such written notice shall specify to what extent the work under the Agreement is being terminated and the effective date of the 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 Contract Amount for services rendered and District shall remit payment in full within sixty (60) days after the date of such invoice.

#### **9. CURE OF BREACH**

District and City covenant and agree that in the event either party fails to comply with, or breaches, any of the terms or provisions of this Agreement, each party shall provide written notice to the other as soon as reasonably possible after the non-breaching party becomes aware of the failure to comply or breach of contract. In the event that the breaching party fails to cure or correct such breaches within a reasonable time following the receipt of notice, such reasonable time not to exceed 15 days, the non-breaching party shall have the right to declare this agreement immediately terminated, and neither party shall have further responsibility or liability hereunder.

## **10. MONITORING**

District covenants and agrees to fully cooperate with City in monitoring the effectiveness of the services and work to be performed with the District under this Agreement, and City shall have access at all reasonable hours to offices and records of the District, its officers, members, agents, employees, and subcontractors for the purpose of such monitoring, such access being subject to the limitations and requirements under the Texas Public Information Act and the Family Educational Rights and Privacy Act (FERPA).

## **11. INDEPENDENT CONTRACTOR**

District shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of City. District shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. City shall operate hereunder as an 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. Nothing in this agreement shall waive any statutory or common-law immunity or defense of City or District. Neither City nor District shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of the officers, members, agents, servants, employees, or officers of the other.

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

## **13. PROVISIONS REGARDING AGE**

City and District each covenant that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in performing 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.

## **14. NO DISCRIMINATION**

City and District covenant and agree that in the execution, performance or attempted performance of this Agreement, neither will discriminate against any person or persons because of sex, race, religion, age, disability, color, national origin, or familial status, nor will either party

permit its agents, employees, subcontractors or program participants to engage in such discrimination.

#### **15. SEVERABILITY**

The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

#### **16. NO WAIVER**

The failure of City or District to insist upon the performance of any term or provision of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of Cities or Districts right to assert or rely upon any such term or right on any future occasion.

#### **17. VENUE**

Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this Agreement, venue for said action shall lie in Tarrant County, Texas.

#### **18. 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.

#### **19. ENTIRE AGREEMENT**

This written instrument constitutes the entire agreement by the parties hereto concerning the work and services to be performed hereunder, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms hereof shall be void.

#### **20. NOTICE PROVISIONS**

Notices to District shall be deemed given when delivered in person to the Superintendent of the District, or the next business day after the mailing of said notice addressed to said District by United States mail, certified or registered mail, return receipt requested, and postage paid at 350 Keller Parkway, Keller, Texas, 76248.

Notices to City shall be deemed given when delivered in person to the First Assistant City Manager for Public Safety of the City, or the next business day after the mailing of said notice addressed to said City by United States mail, certified or registered mail, return receipt requested, and postage paid at 1000 Throckmorton, Fort Worth, Texas 76102.

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**APPROVED FOR  
CITY MANAGER'S OFFICE:**

**APPROVED FOR KELLER  
INDEPENDENT SCHOOL DISTRICT:**

\_\_\_\_\_  
Joe Paniagua  
First Assistant City Manager

\_\_\_\_\_  
School Board President  
Keller ISD

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND  
LEGALITY:**

\_\_\_\_\_  
Monica Wofford Wood  
Assistant City Attorney

\_\_\_\_\_  
Keller ISD Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Secretary

Date: \_\_\_\_\_

M & C Number \_\_\_\_\_

Contract Number \_\_\_\_\_