

STATE OF TEXAS §

COUNTIES OF TARRANT, DENTON §
AND WISE

In consideration of the mutual covenants, promises and agreements contained herein, this agreement is made and entered into between the **City of Fort Worth**, a home rule municipal corporation of the State of Texas, located within Tarrant and Denton Counties, Texas (hereinafter referred to as "City,") acting by and through **Joe Paniagua**, its duly authorized Assistant City Manager, and the **Keller Independent School District**, a political subdivision of the State of Texas and a legally constituted Independent School District (hereinafter referred to as "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 the City Council of Fort Worth have determined that the security of students is paramount; and

WHEREAS, the City of Fort Worth has received funds through the Fort Worth Crime Control and Prevention District; and

WHEREAS, the **Keller Independent School District** proposes to provide a School Security Initiative in conjunction with the Fort Worth Police Department;

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

AGREEMENT

1.

District covenants and agrees to fully cooperate with the City of Fort Worth in the implementation of this project and both parties agree that four police officers shall be in the School Security Initiative. District agrees to share 50% of all personnel costs incurred by the City in this 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. It is specifically understood that the assignment of daily overtime for officers to be present for the opening and closing of the school day will be at the option of the school principal. If the principal opts not to use overtime

for this purpose it shall be stated in writing and will state whether the officer is to be present at the opening or closing of the school day.

2.

District covenants and agrees to fully cooperate with the City of Fort Worth in the implementation of this project and both parties agree that one police sergeant shall be in the School Security Initiative. District agrees to an apportion share of 37% of all personnel costs incurred by the City in this 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. It is specifically understood that the assignment of daily overtime for officers to be present for the opening and closing of the school day will be at the option of the school principal. If the principal opts not to use overtime for this purpose it shall be stated in writing and will state whether the officer is to be present at the opening or closing of the school day.

3.

It is understood and agreed that District shall remit funds to the City in a timely manner following receipt of an official invoice. Invoices shall be provided on a quarterly basis. For fiscal year 2005-2006 it is anticipated that reimbursement under this contract shall not exceed **\$212,000**, and shall be based upon actual expenditures made for officers assigned to the School Security Initiative program.

4.

The term of this agreement is for a period beginning on October 1, 2005, and ending on September 30, 2006.

5.

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 contract and agreement. Furthermore, City and District shall make all payments under this agreement from current revenues available to the paying party.

6.

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 reimbursement to the City for personnel expenditures and District shall remit payment in full within sixty (60) days after the date of such invoice.

7.

District and City covenant and agree that in the event either party fails to comply with, or breaches, any of the terms and 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.

8.

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).

9.

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. Neither City nor District shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of its officers, members, agents, servants, employees, or officers of the other.

10.

City agrees that police officers shall be assigned by and responsible to the Fort Worth Police Department, but shall work directly with the school principals of the District to which they are assigned. Officers shall be assigned to the school district and assignments to a particular school shall be made by the commander of the School Security Initiative in conjunction with District personnel. Such officers shall have the school security initiative as their primary duty, and will not regularly be assigned additional police duties. The City reserves the right, however, to reassign those 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 provide all law enforcement training and certification, vehicles and police equipment, benefits, and insurance (including liability coverage) provided to all police officers employed by City. District shall provide any radio equipment necessary to allow the assigned officers to communicate with school staff. 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 may be temporarily assigned to provide coverage. City shall not provide replacements for officers who are off of work due to occupational injury; District shall continue to pay salary under these circumstances since it is a necessary personnel cost.

The Fort Worth Police Department shall maintain emergency response plans for every school within their jurisdiction. These plans shall be kept confidential within the Department for security purposes but meetings shall be held with authorized representatives of the school districts to provide relevant information and excerpts from the plan necessary for implementation. The Chief of Police shall designate a commander to be responsible for maintenance and dissemination of these plans.

11.

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. City agrees to waive, release, indemnify, and hold harmless the District from any and all claims, damages, injuries, causes of action, or lawsuits arising out of the acts or omissions of the assigned officers. District shall in no way, nor any circumstances, be responsible for any property damage, personal injuries, or other liabilities incurred or caused by the assigned officers.

12.

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

13.

City and District, in the execution, performance or attempted performance of this contract and agreement, will not discriminate against any person or persons because of sex, race, religion, color or national origin, nor will District permit its agents, employees, subcontractors or program participants to engage in such discrimination.

14.

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.

15.

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 City's or District's right to assert or rely upon any such term or right on any future occasion.

16.

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 contract and agreement, venue for said action shall lie in Tarrant County, Texas.

17.

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.

18.

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.

19.

Notices to District shall be deemed given when delivered in person to the Executive Director of Agency, 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 (address) 350 Keller Parkway, Keller, Texas 76248.

Notices to City shall be deemed given when delivered in person to the 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in multiples in Fort Worth, Tarrant County, Texas, this ____ day of _____, A.D. 2005.

ATTEST:

CITY OF FORT WORTH

City Secretary

By: _____
Joe Paniagua
Assistant City Manager

APPROVED AS TO FORM AND LEGALITY:
David Yett, City Attorney

By: _____
Assistant City Attorney

Date: _____

ATTEST:

KELLER INDEPENDENT
SCHOOL DISTRICT

By: _____