

STATE OF TEXAS )(

COUNTY OF TARRANT )(

WHEREAS, the citizens of Keller and the City Council of Keller have determined that the security and well being of students within the schools is paramount; and

WHEREAS, the Keller Independent School District proposes to assist in the funding of School Resource Officers with the Keller Police Department;

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That for and in consideration of the mutual covenants, promises and agreements contained herein, the City of Keller, hereinafter referred to as "City," acting by and through Kevin Lahner, its duly authorized City Manager, and the Keller Independent School District, hereinafter referred to as "District," acting by and through its Board of Trustees, does hereby covenant and agree as follows:

1.

District covenants and agrees to fully cooperate with the City of Keller in the implementation of this project and both parties agree that police officers shall be assigned to schools within the City of Keller. District agrees to reimburse City for 50% of all personnel costs incurred by the City in this project, including Base Pay, Salary Increases, Longevity Pay, Incentive Pay, Bilingual Pay, FLSA, Court Attendance Costs, Medicare, Workers Compensation Insurance, Group Health Insurance, and Retirement. In addition the District will provide an office for each School Resource Officer with a computer work station connected to the Keller Police Department Windows NT based Local Area Network. The District will also share in the cost of providing a marked police vehicle for the School Resource Officer, a portable police radio for instant communications, and uniforms, by reimbursing the City a flat fee of \$6,000.00 for each School Resource Officer.

2.

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 the school year 2007-2008 it is anticipated that reimbursement under this contract shall be for the assignment of three School Resource Officers and shall be based upon actual expenditures made for the officers assigned to the School Resource Officer program. Each party paying for the performance of the services must make those payments from current revenues available to the paying party. It is anticipated that the cost of this contract will be approximately \$139,000.

3.

The term of this agreement is for a period beginning on August 1, 2007, and ending on July 31, 2008.

4.

It is understood and agreed that this contract may be terminated by City, in whole or from time to time in part, whenever such termination is determined by City to be in the best interest of City. Termination will be effected by delivering to District a notice of termination, specifying to what extent performance of the work

under the contract is being terminated and the effective date of termination. Within thirty (30) days following the date of such termination, District shall be given a final invoice for reimbursement to the City for personnel expenditures and the District must remit these funds within 60 days following date of invoice. District may at any time terminate this contract by notifying the City in writing and providing an effective date of termination.

5.

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).

6.

District, through its participation under this agreement, is not and shall not be construed to be 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 or omissions of agents, servants, employees, or officers of the other.

Besides being responsible for law enforcement services on the respective school campuses the School Resource officer will be available to conduct educational programs on law enforcement topics to students and parents; be available to counsel and mentor students; attempt to identify students who are abusing illegal substances; attend school extracurricular activities at the request of the principal; counsel with parents concerning their children's behavior and problems with the law; coordinate campus crime stoppers program; assist the campuses with school safety planning; and be a positive role model to students and staff.

The School Resource Officer shall not be used as a school disciplinarian and cannot use law enforcement powers to enforce school rules and policies. The School Resource Officer cannot be present when a school official conducts an administrative search unless the school official fears for their immediate safety.

City agrees that police officers shall be assigned by and responsible to the Keller Police Department, but shall work directly with the school principal of the school to which he/she is assigned. Such officers shall have the school to which her/she is assigned as he/her primary duty assignment, 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. City shall provide all law enforcement training and certification, vehicles, and police equipment, benefits, and insurance (including liability coverage) provided to all officers employed by City. District shall provide any radio equipment necessary to allow the assigned officer to communicate with school staff. City shall coordinate assignments and duty hours with District.

City agrees that they will involve the respective District Principal in the yearly performance evaluations of the assigned School Resource Officer. The evaluations will rate the performance of the officer on campus. The Keller Police Department will maintain the yearly performance measures.

In the event the principal of the school to which the School Resource Officer is assigned believes that the School Resource Officer is not effectively performing the duties and responsibilities, the principal shall contact the immediate supervisor of the School Resource Officer and advise of the deficiencies. Should the performance problems continue, the principal of the school may meet with the Chief of Police to discuss and resolve the performance issues. The Chief of Police may dismiss or reassign a School Resource Officer based on the policies and rules and regulations of the City and the Keller Police Department. When a School

Resource Officer vacancy occurs the District will be involved in the selection process by sitting on the review panel of the interested applicants.

7.

District is not responsible to the City for city property which is lost, stolen, destroyed, or in any way damaged. 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 damage, personal injuries, or other liabilities incurred by or caused by the assigned officers. 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.

8.

District and City covenants that neither they 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.

9.

District and City, 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.

10.

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 is 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.

11.

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

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commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

12.

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

13.

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.

14.

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.

15.

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 City and District to sign this agreement on behalf of the governing bodies.

ATTEST:

CITY OF KELLER

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

By: \_\_\_\_\_  
Kevin Lahner, City Manager

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
City Attorney

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

07/03/07

ATTEST:

KELLER INDEPENDENT SCHOOL  
DISTRICT

By: \_\_\_\_\_  
Robert Apetz, President  
Board of Trustees

STATE OF TEXAS        )  
COUNTY OF TARRANT    )

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Robert Apetz**, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was for the purposes and consideration therein expressed, as the act and deed of the **Keller Independent School District**, and in the capacity therein stated as its duly authorized officer or representative.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public, in and for the State of Texas

STATE OF TEXAS        )  
COUNTY OF TARRANT    )

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Kevin Lahner**, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the City of Keller and that he executed the same as the act of said City of Keller for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public, in and for the State of Texas