

09/11/24

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 (KISD) proposes to assist in the funding of a School Resource Officer (SRO) with the Keller Police Department (KPD);

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 Aaron Rector, its duly authorized Interim 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 four (4) full time Keller Police Officers shall be individually assigned to Keller High School, Keller Center for Advanced Learning (KCAL) and Indian Springs Middle School, Keller Middle School and Keller Compass Center, and Bear Creek Intermediate School campuses all within the City of Keller. The City will reassign the SRO at Bear Creek Intermediate as a 2nd SRO assigned to Keller High School. This may occur in the 2025-26 school year or the 2026-27 school year, at the latest. If needed, the District shall submit a written request for additional police officers to the City six (6) months prior to the start of a new fiscal year (the end of the month of March).

District agrees to reimburse City for 62.5% of all personnel costs incurred by the City including Base Pay, Salary Increases, Longevity Pay, Holiday Pay for holidays observed by the District when staff and students are not present, Incentive/Certification Pay, FLSA, Court Attendance Costs, Medicare, Workers Compensation Insurance, Group Health Insurance, and Retirement. In addition, the District will provide an office for each SRO with a computer workstation connected to the Keller Police Department Windows NT based Local Area Network. The City will strive to reduce the contract by 12.5% to a 50% cost share for the 2025-26 school year with a minimum reduction of at least 6.25%. The reduction will be determined by the 2025 tax calculations and other funding needs for the 2025-26 fiscal year. For the 2026-27 contract and going forward, the cost share will be set at 50%. The District will also share in the cost of providing a marked police vehicle for the SROs, a portable police radio for instant communications, and uniforms, by reimbursing the City a flat fee of \$6,700.00 per SRO for a total flat fee of \$26,800.00.

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 2024-25, it is anticipated that reimbursement under this contract shall be for the assignment of four (4) full-time SRO's and shall be based upon actual expenditures made for the officers assigned to the SRO program. Each party paying for the performance of the services must make those payments from current revenues available to the paying party.

The district shall pay \$350,564.54 (the agreement amount) in accordance with the provisions of this agreement. The total amount of the contract to be invoiced in four equal payments according to the quarterly payment schedule of \$87,641.13 per quarter. All extra duty work performed beyond the standard eight (8) hours a day for each school day, will be tracked through the completion of extra duty timesheets by the SRO immediately after the work has been performed. Extra duty will only be approved to be paid for the SRO at the following locations: Keller High School, Indian Springs Middle School/KCAL and Keller Middle School.

The only exception to the extra duty process described above is when KPD officers perform services at KISD football games during the season. Police Officer needs for these games will be listed with the website Off Duty Management. This will be a per-game sign up by any officer and paid through the Off Duty Management system.

3.

The term of this agreement is for a period beginning on Aug 1, 2024, and ending on July 31, 2027.

4.

The city currently utilizes the Campus Patrol Program for Keller Police Department officers to visit each elementary school each school day, which has no armed security presence at no cost to KISD. As KISD begins to assign armed security personnel to specific campuses, the City will continue to promote the Campus Patrol Program; however, will allow Keller Police Department the flexibility in visiting those schools with a KISD armed security presence based on call load and staffing. The police department will continue to audit Keller Police Department officer's visits to each campus as is the current practice.

5.

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 affected 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.

6.

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).

7.

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 Respondent 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 SRO 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 campus with school safety planning; and be a positive role model to students and staff.

Should the District or any campus close for a period of time for health and safety reasons, SROs may assist the District as agreed to by the parties.

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

City agrees that the 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, in coordination with the District Safety and Security Department leadership. Such officer shall have the school to which he/she is assigned as his/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.

In the event SRO's are absent at schools, Keller Police Department officers from other units may be assigned temporarily to provide coverage. The city shall not provide replacements for officers who are on leave due to an occupational injury. Replacement officers, when available, will be assigned to KISD when the assigned police officer's absence is for an extended period of time. KISD will be notified any time Keller Police Department replacements cannot be assigned for possible coverage by KISD security.

City agrees that they will involve the respective District Principal and Director of Security for the District 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 SRO is assigned, in coordination with district Safety and Security Department leadership, believes that the SRO is not effectively performing the duties and responsibilities, the principal shall contact the immediate supervisor of the SRO and advise the immediate supervisor of the deficiencies. Should the performance problems continue, District Safety and Security Department leadership may meet with the Keller Police Department Operations Captain to discuss and resolve the performance deficiencies. The police department may dismiss or reassign an SRO based on the policies and rules and regulations of the City and the Keller Police Department. When an SRO vacancy occurs, the District will be involved in the selection process by sitting on the review panel of the interested applicants.

8.

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 officer.

9.

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.

10.

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.

11.

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.

12.

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.

13.

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.

14.

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.

15.

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.

16.

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 _____
Aaron Rector, Interim City Manager

City Secretary

By _____
Armin R. Mizani, Mayor

APPROVED AS TO FORM AND LEGALITY:

City Attorney

Date

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 Aaron Rector, known to me to be the same persons 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 the ____day of _____, 2024.

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 Armin R Mizani, 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 the ____day of _____, 2024.

Notary Public, in and for the State of Texas

ATTEST:

KELLER INDEPENDENT SCHOOL
DISTRICT

By _____
Charles Randklev, 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 **Charles Randklev**, 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 the ____ day of _____, 2024.

Notary Public, in and for the State of Texas