

**SCHOOL RESOURCE OFFICER SHARED SERVICES AGREEMENT THE
CITY OF NORTH RICHLAND HILLS AND
BIRDVILLE INDEPENDENT SCHOOL DISTRICT**

For and in consideration of the mutual covenants, promises, and agreements contained herein, The City of North Richland Hills, hereinafter referred to as the "City," and the Birdville Independent School District, hereinafter referred to as the "District," agree as follows:

1.

The District and the City agree that six (6) Police School Resource Officers (SRO) will be assigned to the District. The District and the City agree that two (2) officers will be assigned to the following schools: Birdville High School and Richland High School. The District and the City agree that the remaining 4 officers will be assigned to the following schools: North Ridge Middle School, Smithfield Middle School, North Richland Middle School, and Birdville Center of Technology and Advanced Learning. This revised agreement serves to support the addition of two SROs, increasing the number of allocated police officers from 4 to 6. The District and City agree that the additional two SRO positions may not be filled until such time that adequate police staffing supports these transfers. In such instance, the middle school campus responsibilities will be split among the SROs not assigned to the high school campuses and City invoicing will reflect the existence of such vacancies. The City shall provide a sworn supervisor for the School Resource Officers that will act as a liaison between the district and the city. District agrees to reimburse the City 65% of the negotiated costs for personnel, training, equipment, and benefits incurred by the City for each police officer from July 1, 2024, to June 30, 2025, to assist with the personnel costs incurred by the City in this project. The City will provide the District with standardized budget worksheets detailing the costs associated with the School Resource Officers during the BISD budget process (in January for the following school year). The District will provide an office for each School Resource Officer with a work station suitable for desk and computer work. The City will invoice the District twice during the school year, in December and May, for such reimbursement and the District will remit such amount according to the provisions of Texas Government Code Chapter 2251. Payments for the above-described governmental service must be made from current revenues available to the school district. The Parties agree that neither shall be responsible for any property belonging to the other party, its officers, members, agents, employees, subcontractors, program participants, licensees, or invitees, which may be lost, stolen, destroyed, or in any way damaged.

2.

The term of this agreement is for the 2024-2025 school year and will renew annually unless terminated by either party. Each party agrees to give at least one (1) year advance notice on July 1 of the prior year if it does not wish to continue this agreement for the following school year or wishes to renegotiate the terms of the agreement.

3.

It is understood and agreed that this agreement may be terminated by either party when such termination is determined by its governing body to be in its best interest. Notice of such termination will be sent to the other party promptly after such action of the governing body. In the event of termination, the District will be given a final invoice for reimbursement to the City for the pro-rated costs and the District agrees to remit such amount according to the provisions of Texas

Government Code Chapter 2251. In the event no funds or insufficient funds are appropriated by the City in any fiscal period to fund the SRO Program, the City will notify the 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.

All school resource officers furnished by the City will be employees of the City, however, the officers shall work closely with the principal of the school to which they are assigned. The District may elect to utilize a full-time SRO to support non-emergency police duties at the SRO's assigned school's elementary feeder campuses when such elementary campus does not have an assigned police officer. However, at all times the officers will be subject to the supervision and control of the City's Chief of Police and shall be responsible to the Chief of Police. The SRO's Police Department supervisor will periodically confer with campus administrators to discuss the performance of the SRO assigned to their respective schools. Such officers shall have the school to which they are assigned as their primary duty assignment and will not be assigned additional police duties during regularly scheduled school hours. The City reserves the right, however, to reassign those officers temporarily in the event of an emergency or urgent police need as determined by the Chief of Police. The City shall provide all law enforcement training, certification, vehicles, police equipment, benefits, and insurance (including liability coverage) to all officers employed by the City. The District shall provide any radio equipment necessary to allow the assigned officer to communicate with school staff. The City will coordinate assignments and duty hours with the District. Should it become necessary for the Chief of Police to remove or reassign a SRO, the police department will confer with BISD Administration to determine unique or important qualifications desired in the replacement officer prior to the selection of the new SRO.

5.

Prior to beginning service as a school resource officer, the officer shall take all training required by Texas Education Code Secs. 37.0021, 37.0812, 37.0814, and Texas Occupation Code Secs. 1701.262 and 1701.263.

6.

When performing the functions of a SRO for the District, the SRO's jurisdiction shall include, in addition to his jurisdiction as a North Richland Hills Police Officer, all territory within the boundaries of the District that are within the city limits of North Richland Hills and all property, real and personal, outside the boundaries of the District that are within the North Richland Hills City limits and owned, leased, or rented by or otherwise under the control of the District and its Board of Trustees. When acting as a school resource officer, the officer shall perform the duties required under Texas Education Code Sec. 37.081. Such duties shall not include routine school discipline. If requested by the District, the officer shall serve on the School's or District's threat assessment team.

7.

The District and the City, in the execution, performance, or attempted performance of this agreement, will not discriminate against any person or persons because of sex, race, religion, color, national origin, or age except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

8.

The City and the District agree that in the event either party fails to comply with any provision of this agreement, the non-defaulting party will give written notice to the other party promptly upon learning of such failure. If the defaulting party fails to cure the default within 15 days, the non-defaulting party may terminate this agreement. This Agreement will then terminate thirty (30) days after notice of termination is delivered.

9.

It is understood and agreed that by execution of this Agreement, neither the City nor the District waives or surrenders any of its governmental powers or immunities. To the extent permitted under Texas law, each party to this agreement agrees to be responsible for its own acts of negligence, which may arise in connection with and all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this agreement or any of its activities or from any act or omission of any employee or invitee of the parties of this agreement. The provisions in this paragraph are solely for the benefit of the parties to this agreement and are not intended to create or grant any rights, contractually or otherwise to any third party.

10.

Unauthorized Access. The City and the District shall store and maintain information from the other Party in a secure manner and shall not allow unauthorized users to access, modify, delete, or otherwise corrupt the information in any way. The City and the District shall notify the other party immediately if the security or integrity of any information has been compromised or is believed to have been compromised, in which event, the City or the District, as the case may be, shall, in good faith, use all commercially reasonable efforts to cooperate with the other Party in identifying what information has been accessed by unauthorized means and shall fully cooperate with the other Party to protect such information from further unauthorized disclosure. In carrying out its duties, the City, and its officers, agents, and employees, shall at all times recognize and respect the confidentiality of student information, including but not limited to confidential student records, and shall seek access to such records only in accordance with the requirements of the Family Education Rights and Privacy Act, 20 U.S.C. §I 232g ("FERPA") and Birdville ISO Board Policy FL (LEGAL) and (LOCAL).

11.

The City and the District agree that any use of body-worn cameras by NRHPD officers will be subject to and in compliance with state law and local regulations regarding the use and operation of body-worn cameras (BWC). The City 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 officer equipped with a BWC shall be trained in the operation of the equipment prior to its use. When utilizing BWCs, the SRO shall adhere to the objectives and procedures outlined in this Agreement and the North Richland Hills Police Department General Orders so as to maximize the effectiveness of the BWC and the integrity of the video documentation. The 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, the 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. The City also agrees that its SROs shall at all times recognize and comply with the confidentiality of student and education records and will only seek such records in accordance with the requirements of FERPA and the District's Board Policies FL (LEGAL) and (LOCAL)."

12.

The City and the 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, health pandemics, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

13.

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.

14.

The failure of the City or the 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 the District's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

15.

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, 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.

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


The governing bodies of the City and the 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 the District to sign this Agreement.

Dated this 24 day of September, 2024

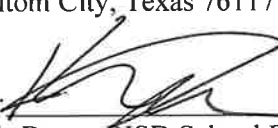
CITY OF NORTH RICHLAND HILLS

BIRDVILLE INDEPENDENT SCHOOL DISTRICT

By: _____
Paulette Hartman, City Manager
4301 City Point Drive
North Richland Hills, Texas 76180

By:  _____
Dr. Gayle Stinson, Superintendent
6125 E. Belknap
Haltom City, Texas 76117

By: _____
Mike Young, Police Chief
4301 City Point Drive
North Richland Hills, Texas 76180

By:  _____
Kris Drees, BISD School Board President
6125 E. Belknap
Haltom City, Texas 76117

Attest:

By: _____
Alicia Richardson, City Secretary
Chief Governance Officer

Approved to Form and Legality:

By: _____
Cara Leahy White, Interim City
Attorney

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