

SCHOOL RESOURCE OFFICER SHARED SERVICES AGREEMENT
between the
CITY OF NORTH RICHLAND HILLS
and
BIRDVILLE INDEPENDENT SCHOOL DISTRICT

For and in consideration of the mutual covenants, promises, and agreements contained herein, 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 City agree that four (4) Police School Resource Officers (SRO) will be assigned to the District. The District and City agree that two (2) officers will be assigned on a permanent basis to the following schools: Birdville High School and Richland High School. The District and City agree that the remaining two (2) officers will, at the discretion of the Chief of Police, be assigned to provide patrols at the following schools: North Richland Middle School, Smithfield Middle School, North Ridge Middle School, and Birdville Center of Technology and Advanced Learning campus. District agrees to reimburse the City 50% of the negotiated costs for personnel, training, equipment, and benefits incurred by the City for each police officer for the school year 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 each fiscal year. The District will provide an office for each School Resource Officer with a computer work station. 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 promptly. Payments for the above described governmental service must be made from current revenues available to the school district.

2.

The term of this agreement is for the 2017-2018 school year and will continue each school year thereafter unless terminated by either party. Each party agrees to give at least one (1) year advance notice if it does not wish to continue this agreement for the following school year.

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 within 30 days of receipt of the invoice.

4.

All school resource officers furnished by the City will be employees of the City and will at all times be subject to the supervision and control of the City's Chief of Police and shall be responsible to the Chief of Police. However, the officers shall work closely with the principal of the school to which they are assigned. 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. City shall provide all law enforcement training, certification, vehicles, police equipment, benefits, and insurance (including liability coverage) to all officers employed by 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 an SRO, the police department will confer with the affected school principal to determine unique or important qualifications desired in the replacement officer prior to the selection of the new SRO.

5.

When acting as a commissioned peace officer for District, the officer's jurisdiction shall include, in addition to this 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 is 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.

6.

District and 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.

7.

City and 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.

8.

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.

9.

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.

10.

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 the District to sign this agreement.

City of North Richland Hills

Birdville Independent School District

By _____
Mark Hindman, City Manager

By _____
Dr. Darrell Brown, Superintendent

Approval Recommended:

Jimmy Perdue, Director of Public Safety

ATTEST:

Alicia Richardson, City Secretary

Approved as to Form and Legality:

Approved as to Form and Legality:

Maleshia McGinnis, City Attorney

TOASE, General Counsel