

Office of the City Manager

City of Richland Hills, Texas

Memorandum

To: Honorable Mayor Bill Agan and members of the Richland Hills City Council.
From: Barbara J. Childress, Chief of Police
Date: February 17th, 2015
Subject: School Resource Officer Services Agreement with BISD

Council Action: Consider action for approval of a School Resource Officer Services Agreement between Birdville Independent School District and the City of Richland Hills.

Background Information:

The Birdville Independent School District has requested that the city once again initiate a School Resource Officer program. The District has agreed to reimburse the City fifty percent (50%) of the costs of personnel, training, equipment and benefits incurred by the City while the officer functions as an SRO in the Richland Hills schools. A police officer with past experience as an SRO has been hired to fill the position and began his tenure January 2015.

Board/Citizen Input: N/A

Financial Impact: Budgeted funds available for approved SRO

Staff Contacts:

Barbara Childress
Chief of Police
bchildress@richlandhills.com

Attachments: Contract with BISD

SCHOOL RESOURCE OFFICER SERVICES AGREEMENT

**Between the
CITY OF RICHLAND HILLS, TEXAS**

And

BIRDVILLE INDEPENDENT SCHOOL DISTRICT

For and in consideration of the mutual covenants, promises, and agreements contained herein, the City of Richland Hills, Texas, 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 one (1) City of Richland Hills police officer will be assigned to the District as the School Resource Officer (SRO). The District and City agree that the officer will be assigned on a permanent basis to the Richland Middle, Binion Elementary, and Richland Elementary schools. The City agrees that the SRO will work during regularly scheduled school days only. It is understood that there may be training needs or other instances when the SRO may work outside of the school at the discretion of the Chief of Police. On days when schools are not in session, the SRO will be assigned to duties by the Chief of Police. The SRO assigned pursuant to this services agreement shall be made available to BISD schools no later than one week prior to opening day of the regular school year, with the exception of the 2014-2015 school year. The District agrees to reimburse the City fifty percent (50%) of the costs for personnel, training, equipment, and benefits 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 Officer each fiscal year. The District will provide an office for the 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 for this agreement is for the 2014-2015 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 is taken by 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.

Any school resource officer 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. However, the officer shall work closely with the principal of the school to which they are assigned. The SRO's Police Department supervisor will periodically confer with the campus administrator to discuss the performance of the SRO assigned to their school. Such officer shall have Richland Middle School as their primary duty assignment and an estimated twenty percent (20%) of their time checking the elementary schools in their area. The SRO will not be assigned additional police duties during regularly scheduled school hours. The City reserves the right; however, to reassign the officer 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 the Police Officer employed by the City that is assigned as the School Resource Officer. 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 the affected school principal to determine unique or important qualifications desired in the replacement of the officer prior to the assignment of the new SRO.

5.

When acting as a commissioned peace officer for the District, the officer's jurisdiction shall include, in addition to the officer's jurisdiction as a Richland Hills Police Officer, all territory within the boundaries of the District that are within the City limits of Richland Hills and all property, real and personal, outside the boundaries of the District that are within the Richland Hills city limits and owned, leased, rented by or otherwise under the control of the District and its Board of Trustees.

6.

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, age or disability, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

7.

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 fifteen (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 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.

City of Richland Hills

Birdville Independent School District

By _____
Bill Agan – Mayor

By _____
Dr. Darrell Brown, Superintendent

Attest:

Cathy Bourg – City Secretary

Approved as to Form and Legality:

Approved as to Form and Legality:

,City Attorney

General Council,