

## Memorandum

To: Honorable Mayor Shetter and members of the Burleson City Council

From: Tom Cowan, Chief of Police

Date: September 8, 2009

Subject: Renewal of Drug Awareness Resistance Education (DARE) Officer Contract.

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### **Council Action Requested:**

Council is requested to approve the 2009-2010 inter-local contract between the Burleson Independent School District and the City of Burleson regarding the DARE program.

### **Background Information:**

This is an annual contract between the City of Burleson and the Burleson Independent School District to provide an employee who is a certified police officer for the local school DARE program. This officer serves as the BISD from an office at Kerr Middle School.

D.A.R.E. was founded in 1983 in Los Angeles and is now being implemented in 75 percent of our nation's school districts and in more than 43 countries around the world. The D.A.R.E. curriculum is designed to be taught by police officers whose training and experience gave them the background needed to answer the sophisticated questions often posed by young students about drugs and crime. Prior to entering the D.A.R.E. program, officers undergo 80 hours of special training in areas such as child development, classroom management, teaching techniques, and communication skills. 40 hours of additional training are provided to D.A.R.E. instructors to prepare them to teach the high school curriculum. D.A.R.E. is universally viewed as an internationally recognized model of community policing.

### **Board/Citizen Input:**

**Financial Considerations:**

The agreement specifies that BISD shall pay the City the sum of \$42,251 per year for the services rendered. This payment is for one-half of the DARE Officer's salary and benefits for the fiscal year 2009-2010 and related costs.

**Attachments:**

City of Burleson and Burleson Independent School District DARE Contract.

**Staff Contact:**

Tom Cowan, Chief of Police  
(817) 426-9912

**City of Burleson  
and  
Burleson Independent School District  
DARE  
2009-2010**

This contract is entered into this 1st day of October, 2009, between the City of Burleson, a home-rule municipal corporation, Johnson/Tarrant County, Texas (hereinafter called "CITY") AND the Burleson Independent School District, AN INDEPENDENT SCHOOL DISTRICT OF Johnson/Tarrant County, Texas (hereinafter called "BISD"), in regards to the Drug Abuse Resistance Education program (hereinafter called DARE).

**I  
SCOPE OF CONTRACT**

CITY shall provide one (1) employee who is a certified police officer for the local school DARE program in the 2009/2010 fiscal year, to be assigned to duties at BISD of presenting a curriculum of Drug Abuse Resistance Education as established through DARE America.

**II  
TERM OF CONTRACT**

The term of the contract shall be for a period of one year beginning the 1st day of October 2009, and ending the 30th day of September 2010.

Subject to Section VI, Availability of Funds, this contract may be renewed for subsequent fiscal years if BISD provides CITY with written notice of intent to renew no later than June 15 preceding the beginning of the fiscal year, AND if CITY provides BISD with written acceptance. Renewals of this contract shall be at the then current actual costs for officers.

**III  
PAYMENT FOR SERVICES**

BISD shall pay CITY the sum of \$42,251.00 per year for services rendered. Payment for service shall be made quarterly and is due upon receipt of billing from CITY. This payment is for one-half of the DARE Officer's salary and benefits for fiscal year 2009-2010 and related costs.

BISD shall not be relieved of its obligation to pay the entire amount described in this contract in the event the DARE officer is absent due to

sick leave, training, subpoena or court appearance, compensatory time, worker's compensation, holiday, vacation, or emergency, military or bereavement leave.

IV  
**INDEPENDENT CONTRACTOR**

CITY is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officer is assigned to the DARE Program and the way CITY performs the services required by the terms of this Contract. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between BISD and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. CITY, its agents and employees, shall not be entitled to any rights or privileges of BISD employees and shall not be considered in any manner to be BISD employees.

V  
**INSURANCE**

CITY shall provide insurance coverage of officers. CITY shall also provide, during the term of this contract, worker's compensation insurance including liability coverage, in the amounts required by Texas state law, for all employees engaged in work under this contract.

VI  
**AVAILABILITY OF FUNDS**

Funds are not presently budgeted for performance under this contract beyond the end of 2009-2010 fiscal year. BISD shall have no liability for payment of any money for services performed after the end of any fiscal year unless renewed upon the terms and conditions set forth for renewal in Section II hereof.

VII  
**TERMINATION**

This contract may be terminated by either party at its sole option and without prejudice by giving ninety (90) days written notice of termination to the other party.

VIII  
ASSIGNMENT OF CONTRACT

Neither party shall assign, transfer or sub-contract any of its rights, burdens duties or obligations under this contract without the prior written permission of the other party to this contract.

IX  
WAIVER

No waiver of a breach or any provision of this contract by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this contract shall not be construed as a waiver thereof.

X  
PLACE OF PERFORMANCE: VENUE

All obligations of each party to this contract shall be performed in Johnson/Tarrant County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this contract, and the exclusive venue for any legal proceedings involving this contract shall be Johnson County, Texas.

XI  
NOTICES

Notices to BISD shall be deemed given when delivered in person to the Superintendent of Schools of BISD, or on the next business day after the mailing of said notice addressed to said BISD by United States mail, certified or registered mail, return receipt requested, and postage paid at 1160 SW Wilshire, Burleson, Tx. 76028.

Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after the mailing of said notice addressed to the said CITY, return receipt requested, and postage paid at 141 W. Renfro, Burleson, Tx 76028.

The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.

XII  
SEVERABILITY PROVISIONS

If any provisions of this Contract is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable: (2) this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of the Contract: and (3) the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Contract.

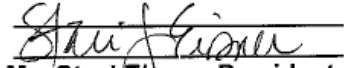
XIII  
ENTIRE CONTRACT OF PARTIES

This contract shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire agreement between the parties. No other agreements, oral or written, pertaining to the performance of this contract exists between the parties. This Contract can be modified only by an agreement in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have executed this contract in the year and day first above written.

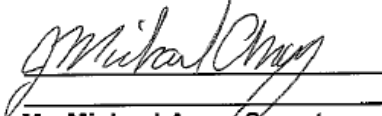
RESOLVED AND ENTERED into this the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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\_\_\_\_\_  
Mr. Ken Shetter, Mayor  
City of Burleson

  
\_\_\_\_\_  
Ms. Staci Eisner, President  
Board of Trustees

ATTEST

\_\_\_\_\_  
\_\_\_\_\_  
Ms. Amanda McDowell,  
City Secretary  
City of Burleson

  
\_\_\_\_\_  
Mr. Michael Ancy, Secretary  
Board of Trustees