FIRST AMENDMENT TO PROFESSIONAL CONTRACT FOR SERVICES RELATING TO A SCHOOL RESOURCE OFFICER PROGRAM BETWEEN

THE CITY OF MCKINNEY

AND

THE MCKINNEY INDEPENDENT SCHOOL DISTRICT

This First Amendment to Professional Contract for Services Relating to a School Resource Officer Program between the City of McKinney and the McKinney Independent School District (this "First Amendment") is made and entered into by and between the City of McKinney, Texas, a Texas home-rule municipality ("City") and the McKinney Independent School District, a Texas independent school district ("MISD").

Whereas, the City and MISD have heretofore entered into that certain Professional Contract for Services Relating to a School Resource Officer Program between the City of McKinney and the McKinney Independent School District dated September 18, 2012 (the "Agreement"); and

Whereas, the Agreement establishes the scope of the School Resource Officer Program (the "Program") and the duties of each licensed police officer who serves as a school resource officer within the Program (each an "SRO"); and

Whereas, the Agreement provides that there will be five (5) SROs within the Program, each assigned to a single MISD high school or alternative school campus, for which MISD will pay fifty percent (50%) of the Salary Expenses (defined in the Agreement) of each SRO during the term of the Agreement; and

Whereas, MISD has requested that the Agreement be amended to increase the scope of the Program to include SROs at each middle school campus within MISD and has offered to pay one hundred percent (100%) of the Salary Expenses, as modified herein, for the same during the remainder of the term of the Agreement; and

Whereas, the City is willing to amend the scope of the Program on the terms and conditions set forth herein.

Now, Therefore, the City and MISD agree as follows:

1. <u>Scope of the Agreement</u>. The scope of the Agreement is hereby amended to increase the number of SROs to be provided by the City from five (5) to ten (10) commencing on January 7, 2013. The names of the police officers and the campuses to which they are assigned

as SROs for the balance of the term of the Agreement are set forth on the attached Exhibit A, which exhibit is incorporated herein for all purposes. Those police officers serving as SROs on the Cockrill, Dowell, Evans, Faubion and Scott Johnson middle school campuses (each a "Middle School SRO") shall also have responsibility to provide SRO services, when needed, at the elementary school campuses indicated on Exhibit A.

- 2. <u>Payment for Services</u>. The Agreement is amended to require the reimbursement by MISD of one hundred percent (100%) of the Salary Expenses, as modified herein, of the Middle School SROs through June 7, 2013, incurred by the City, such reimbursement to be made by payment to the City at the end of the school year as provided in the Agreement. Salary Expenses for Middle School SROs shall include salary, benefits, insurance and cell phones for the times each SRO is on duty at a campus, but shall exclude accruals of time for vacation, military leave, jury duty, etc.
- 3. <u>Reaffirmation of the Agreement</u>. Except as modified by this First Amendment, the City and MISD reaffirm the Agreement and all attachments thereto.

In Witness Whereof, this First Amendment is executed by the parties hereto to be effective on the day of January, 2013.

By: Jason Gray, City Manager Attest: Sandy Hart, City Secretary

CITY OF MCKINNEY, TEXAS

MCKINNEY INDEPENDENT SCHOOL DISTRICT

By:

Dr. J. D. Kennedy, Superintendent

School Resource Officers 2012-2013

Fire & Police Dispatch 972-547-2700

<u>Officer</u> <u>Schools</u>

Sgt. Sherwood Holmes Supervisor-

High Schools & DAEP

Curtis Logan MHS

Mindy Martin MNHS

Todd Lowry MBHS

Mark Traynham MBHS

Aaron Self MLC

Sgt. Dave Rodriguez Supervisor-

Middle Schools

Daryl King Cockrill

Lawson, Slaughter, Valley Creek, Walker

Mike Best Dowell

Glen Oaks, McGowen, McNeil, Minshew,

Dave Rodriguez Evans

Bennett, Eddins, Reuben Johnson, Wolford

Bryant Bailey Faubion

Burks, Caldwell, Finch, Malvern, Webb

Jon Meyer Scott Johnson

McClure, Press, Vega, Wilmeth

Revised: 01-10-13