

RESOLUTION NO. R19-28

**A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN AGREEMENTS
WITH LAUREL PUBLIC SCHOOLS, DISTRICT 7 AND 7-70,
CONTINUING THE SCHOOL RESOURCE OFFICER (SRO) PROGRAM
FOR THE LAUREL MIDDLE SCHOOL.**

WHEREAS, the City of Laurel and the Laurel Public Schools desire to continue its School Resource Officer Program; and

WHEREAS, the attached agreements outline the general terms and conditions of the program for the terms 2018-2019 and 2019-2020.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana,

That the Mayor is authorized to sign the attached agreements with the Laurel Public Schools, District 7 and 7-70, to continue the School Resource Officer Program for the Laurel Middle School.

Introduced at a regular meeting of the City Council on June 18, 2019, by Council Member Wilke.

PASSED and APPROVED by the City Council of the City of Laurel this 18th day of June 2019.

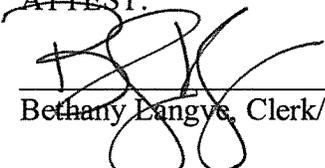
APPROVED by the Mayor this 18th day of June 2019.

CITY OF LAUREL



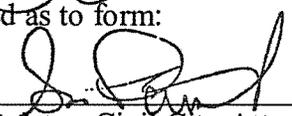
Thomas C Nelson, Mayor

ATTEST:



Bethany Langva, Clerk/Treasurer

Approved as to form:



Sam S. Painter, Civil City Attorney

**AGREEMENT
STATEMENT OF GENERAL TERMS & CONDITIONS**

This Agreement is entered into this 1st day of July, 2019, by and between the City of Laurel, hereinafter referred to as the City and the Laurel Public Schools, District 7 & 7-70, hereinafter referred to as the District, as follows:

WITNESSETH

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. **Purpose of Agreement:** The purpose of this Agreement is for the City to assign one law enforcement officer and necessary equipment to the District for the School Resource Officer program. The City law enforcement officer (hereinafter referred to as "SRO") will be assigned to Laurel Middle School. The SRO will work with the school administrators to assist with the District's tobacco, alcohol, other drug, and law-related education, maintain a peaceful campus environment and take appropriate action regarding on-campus or school related criminal activity.
2. **Term:** The term of this Agreement shall be from July 1, 2018 through June 30, 2019.
3. **Termination:** This Agreement may be terminated with or without cause by either party upon 30 days' prior written notice.
4. **Relationship of Parties:**
 - a. The City shall have the status of an independent contractor for purposes of this Agreement. The SRO assigned to the District shall be considered the employee of the City and shall be subject to its control and supervision.
 - b. The Chief of Police and the Superintendent will evaluate the program throughout the year in order to ensure that the program is meeting expectations. Following the close of the school year, they will prepare a summary report on the year's operations and provide any recommendations for changes. This report will be reviewed by both the City Council and the School Board.
 - c. The District may request a replacement SRO if the assigned SRO is not performing satisfactorily or in the District's best interest. The Chief of Police shall reassign or appoint a replacement SRO when a replacement officer is available and subject to the requirements of the City's Collective Bargaining Agreement with the Police Officers' Union.
 - d. The SRO will be subject to current procedures in effect for the City law enforcement officers, including attendance at all mandated training and testing to maintain officer certification. At all times performing under this Agreement, the SRO is not acting as an employee or official of either the District or the School the SRO is located or working.
 - e. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

5. **Costs:** The District shall pay the City the sum of \$62,228.80 to employ and equip the SRO as provided herein. The city clerk/treasurer and district clerk will develop a semi-annual payment schedule on behalf of each party.

Further, the City agrees to pay all:

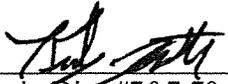
- a. Overtime costs;
- b. Non-school related expenses related to or resulting from law enforcement related activities, such as criminal investigations and court appearances;
- c. Liability and Workers' Compensation Insurance; and
- d. Costs relating to vehicle and insurance.

6. **SRO General Responsibilities:**

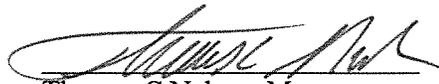
- a. Work in concert with the school administrators.
- b. Assist the administrators in providing a program to address tobacco, alcohol, and other drug issues, violence prevention, and safety issues in the school community.
- c. Act as a communication liaison with law enforcement agencies regarding needed information concerning students on campuses served by the SRO.
- d. Take the steps the SRO deems appropriate and consistent with law enforcement's duty, when a crime occurs on or off campus.
- e. Work with students, families, and staff to build an understanding of the role of law enforcement in the community and to establish a productive level of interaction and rapport with those groups.
- f. Refer students and/or their families to the appropriate agencies for assistance when a need is determined.
- g. When applicable and appropriate, maintain contact with students to insure compliance to conditions imposed by the court, school, parents/guardians, and/or Department of Family Services. This would include reporting to these entities and be actively involved in formulating problem solving strategies in each case.
- h. Other such responsibilities as may be mutually agreed to by the City and District.

7. **Time and Place of Performance:** The City will endeavor to assure that the SRO will be available for duty at the assigned campus each day that school is in session during the regular school year. The District understands that there may be times when the SRO is needed off-campus due to emergency law enforcement activities or court appearances.

8. **District Responsibilities:** The District will provide the SRO an office and such equipment as is necessary at the assigned school(s) to include a telephone, filing space capable of being secured, and access to a computer.
9. **Indemnification:** The City shall indemnify the District for any loss or claim resulting from the SRO's misconduct or negligence. The District shall indemnify the City for any loss or claim resulting from the District's negligence.


Board Chair, Dist. #7&7-70

6/24/19
Date


Thomas C Nelson, Mayor

7/1/2019
Date