

RESOLUTION NO. R20-42

**A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT
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 agreement outlines the general terms and conditions of the program.

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

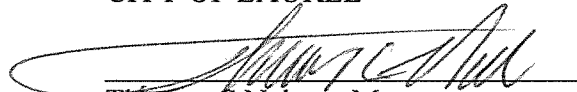
That the Mayor is authorized to sign the attached agreement with the Laurel Public Schools, District 7 and 7-70, to continue the School Resource Officer Program for the Laurel Middle School.

Introduced at a regular meeting of the City Council on August 11, 2020, by Council Member Klose.

PASSED and APPROVED by the City Council of the City of Laurel this 11th day of August 2020.

APPROVED by the Mayor this 11th day of August 2020.

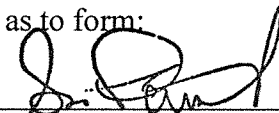
CITY OF LAUREL


Thomas C Nelson, Mayor

ATTEST:


Bethany Langve, 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, 2020, 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, 2020 through June 30, 2021.
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 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.
 - d. 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 \$69,592.01 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.

