

RESOLUTION NO. R22-45

RESOLUTION APPROVING AGREEMENT REGARDING SCHOOL RESOURCE OFFICER PROGRAM BY AND BETWEEN THE CITY OF LAUREL AND LAUREL PUBLIC SCHOOLS, DISTRICT 7 & 7-70

WHEREAS, the City of Laurel (hereinafter “the City”) and the Laurel Public Schools, District 7 & 7-70 (hereinafter “the District”) desire to maintain a cooperative and coordinated approach to deterring and addressing criminal activity on school property and at District sponsored events and activities;

WHEREAS, Montana law authorizes the District to contract with the City to have municipal law enforcement provide a School Resource Officer (hereinafter “SRO”) and SRO-related law enforcement services;

WHEREAS, Montana law further authorizes the District to levy for an appropriate portion of the costs the City incurs in paying wages, providing benefits, and providing transportation for law enforcement officers who are assigned to perform SRO duties in the District; and

WHEREAS, the City and the District have agreed to an Agreement Regarding School Resource Officer Program (hereinafter “SRO Agreement”), which is attached hereto and incorporated herein.

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

Section 1: Approval. The SRO Agreement by and between the City of Laurel and the District, a copy attached hereto and incorporated herein, is hereby approved.


Section 2: Execution. The Mayor is hereby given authority to execute the SRO Agreement on behalf of the City.

Introduced at a regular meeting of the City Council on the 23rd day of August 2022 by Council Member Eaton.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 23rd day of August 2022.

APPROVED by the Mayor on the 23rd day of August 2022.

CITY OF LAUREL



Dave Waggoner, Mayor

ATTEST:



Kelly Streckler, Clerk-Treasurer

APPROVED AS TO FORM:



Michele L. Braukmann, Civil City Attorney

AGREEMENT REGARDING
SCHOOL RESOURCE OFFICER PROGRAM

This Agreement is entered into this 12th day of August, 2022, by and between the City of Laurel (hereinafter "the City" or "the City of Laurel") and the Laurel Public Schools, District 7 & 7-70 (hereinafter "the District" or "the School District") as follows:

RECITALS

WHEREAS, the District and the City desire to maintain a cooperative and coordinated approach to deterring and addressing criminal activity on school property and at District sponsored events and activities;

WHEREAS, Montana law authorizes the District to contract with the City to have municipal law enforcement provide a School Resource Officer (hereinafter "SRO") and SRO-related law enforcement services; and

WHEREAS, Montana law further authorizes the District to levy for an appropriate portion of the costs the City incurs in paying wages, providing benefits, and providing transportation for law enforcement officers who are assigned to perform SRO duties in the District.

WITNESSETH

NOW THEREFORE, in consideration of the mutual promises, terms, covenants, and conditions set forth herein and other valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. **Purpose of Agreement:** The purpose of this Agreement is for the City to assign 1) one law enforcement officer and reasonably necessary equipment to the District for the School Resource Officer program for the City of Laurel Middle School and 2) one law enforcement officer and reasonably necessary equipment to the District for the School Resource Officer program for the City of Laurel High School.
2. **Definitions:** The following definitions apply to this Agreement:
 - a. "Additional services" mean services that a law enforcement officer provides, at the District's request, outside the regular hours of SRO service that are described in this Agreement. By way of example, but without limitation, the SRO performs additional services if, at the request of a school administrator or District administrator, the SRO attends a school board meeting, an extracurricular activity, or a community function that is held in the evening.
 - b. "Exigent circumstances" mean circumstances under which the courts permit law enforcement officers to execute a warrantless search or seizure; circumstances under which a reasonable law enforcement officer would believe that a person presents an

immediate and substantial risk of harm to self or others; circumstances under which urgent action is reasonably necessary in order to prevent the destruction of evidence of a serious crime; and circumstances in which a law enforcement officer is in hot pursuit of a suspect who is believed to have committed, or to have attempted to commit, a serious crime and is in the process of fleeing.

- c. "School resource officer" or "SRO" means a licensed law enforcement officer who is employed by the City and is assigned to provide SRO duties or additional services pursuant to this Agreement.
- d. "SRO duties" include, but are not necessarily limited to, the following:
- protecting persons who are present on school property or at a school sponsored event or activity;
 - protecting real and personal property;
 - serving as a role model for students, parents, and community members;
 - conferring with students, parents, and community members for the purpose of deterring or addressing criminal behavior on school property or at a school sponsored event or activity;
 - identifying and advising on security vulnerabilities in the District's schools;
 - being present and visible on school property and surrounding areas;
 - serving as a resource for school officials regarding the prevention and deterring of criminal activity on school property and at school sponsored events and activities;
 - serving as a mentor and resource for students;
 - conducting regular meetings with various student groups that represent a diverse population in efforts to promote positive relationships;
 - giving presentations to students and staff that are designed to promote safety or to deter, decrease, or otherwise address drug use or other potential criminal activity by students;
 - investigating and otherwise addressing criminal activity that has occurred, is alleged to have occurred, may have occurred, or is expected to occur on school property or at a school sponsored event or activity;
 - as required for exigent circumstances or immediate safety threats (as determined in collaboration with the District), conducting searches of students, student lockers, student backpacks, school property, and student vehicles;
 - recovering lost or stolen property;

- enforcing all criminal laws on school property and at school sponsored events and activities;
 - responding to emergencies including, but not limited to, medical emergencies and situations involving a threat of violence or harm to property or to any person who is on school property or is at a school sponsored event or activity;
 - attending trainings provided by the District related to equity, childhood trauma, cultural responsiveness and others as requested by the Superintendent;
 - meeting and collaborating with school administrators and District administrators to develop and work toward mutually agreed upon goals; and
 - other tasks as assigned by the Laurel Police Department.
- e. "School day" means a day on which school is in session and general student attendance is required, including any make-up days that are scheduled because school was canceled for any reason. School days are identified on the District calendar, which is published on the District's website. Days on which students attend summer school are not school days.
- f. "School property" means: any property, within the City of Laurel, owned, leased, or controlled by the District where an elementary school, middle school, secondary school, secondary vocational center, alternative learning program, or other school providing educational services is located or used for educational purposes, or where extracurricular or co-curricular activities are regularly provided.
3. **Term:** This Agreement is for a term of one-year beginning on September 1, 2022 and ending on August 31, 2023. This Agreement will automatically renew for a period of twelve calendar months (September 1 to August 31) unless either party provides written notice of termination to the other party on or July 1st.
4. **Termination:** This Agreement may be terminated with or without cause by either party upon thirty (30) days' prior written notice.
5. **Employment of SRO:**
- a. The SRO shall be an employee of the City of Laurel and shall be subject to the administration, supervision, and control of the City of Laurel.
 - b. The SRO shall be subject to all personnel policies and practices of the City of Laurel, except as such policies or practices may be modified by the terms and conditions of this Agreement.
 - c. The City of Laurel, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SRO.

6. Assignment of SRO:

a. Duty Hours:

i. SRO duty hours shall be determined by the provisions of the Collective Bargaining Agreement between the City of Laurel and Local Union 303, American Federation of State, County, and Municipal Employees, AFSCME. Whenever possible, it is the intent of the parties that the SRO's duty hours shall conform to the school day.

ii. It is understood and agreed that time spent by the SRO attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO, as well as SRO duties involved in school zone enforcement, home visits, and procedural matters involving the Police Department, shall be considered as hours worked under this Agreement.

b. Absences:

i. In the event the SRO is absent from work, the SRO shall notify his or her supervisor in the Police Department and the Principal of the school to which the SRO is assigned.

ii. If an SRO is absent for more than ten (10) consecutive school days, related to a leave of absence, the City will undertake reasonable efforts to assign another licensed law enforcement officer to serve as a temporary replacement and perform the regular SRO's duties during any additional absences.

c. Vehicle/Equipment/Training: The City is responsible for providing the SRO with a vehicle and all necessary law enforcement equipment, including any necessary electronic devices. The City is also responsible for providing training and education to all law enforcement officers who are assigned to provide services pursuant to this Agreement.

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. 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 the City's sole and exclusive 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, the Chief of Police and the Superintendent will each individually 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, in considering any changes to be made for the upcoming school year.
- c. The SRO will be subject to current policies and procedures in effect for City of Laurel 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 cause 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.

9. Payment/Costs:

- a. **Monthly Base Payment:** The District will pay the City the following fees per year, in two equal payments in December 2022 and June 2023, for all SRO services, excluding additional services, which are provided pursuant to this Agreement:

Fifty-Six Thousand Four Hundred Sixty-Seven Dollars and Forty-Nine Cents (\$56,467.49) for SRO No. 1; and

Fifty-Six Thousand Six Hundred Thirty-Six Dollars and Two Cents (\$56,636.02) for SRO No. 2.

This payment is intended to cover a reasonable amount of the cost the City incurs in paying wages, providing benefits, and providing transportation for the SRO assigned to perform SRO duties under this Agreement. The City will invoice the District in December 2022 and June 2023, with each invoice to reflect half of the total two-balances combined, as reflected above.

- b. **Costs:** The City agrees to pay all overtime costs, non-school related expenses related to or resulting from law enforcement related activities, such as criminal investigations and court appearances, and costs relating to vehicle and insurance.
- c. **Additional Services:** District administrators and school administrators may request that the City assign one or more law enforcement officers to provide "additional services" as defined in this Agreement. The City will make reasonable efforts to accommodate such requests. When the City assigns an officer to provide additional services, the District will be responsible for paying the officer's wages for the hours worked while providing additional services, any resulting overtime costs, a prorated portion of the officer's benefits for the hours worked while providing additional services, and the officer's transportation costs directly associated with providing

additional services. The City will submit an itemized invoice to the District describing the additional services that were provided, the location where the additional services were provided, and the costs the City incurred in providing the additional services.

10. **District Responsibilities:** In addition to making the payments described in this Agreement, the District will provide office space for the SRO. At a minimum, the office space will be furnished with a desk, chair, filing space capable of being secured, a computer, and a landline telephone. The SRO may print materials and make photocopies at the school where the SRO is assigned if the materials and photocopies relate to SRO duties.
11. **Prohibited Actions:** In the absence of exigent circumstances, a law enforcement officer who is employed by the City may not interview a student on school property about criminal activity or potential criminal activity unless: (a) the officer is conducting a maltreatment of minor investigation; (b) the crime has occurred, is alleged to have occurred, may have occurred, is occurring, or is reasonably expected to occur in the near future on school property or at a school sponsored event or activity; or (c) the officer has obtained prior written permission from the building principal and from the student's parent or guardian or the student, if the student is eighteen (18) years of age or older. In addition, a law enforcement officer may not participate in recommending or determining student discipline or in investigating incidents of student discipline which do not involve potential criminal activity.
12. **Execution of Arrest Warrants:** When executing an arrest warrant for a student on school property, a law enforcement officer must make reasonable efforts to protect other students and staff members who are present and to avoid undue embarrassment to the student who is being arrested. This paragraph is not intended to prevent an officer from taking immediate action to arrest a student who is fleeing or who presents an imminent and substantial risk of harm to self, others, or property.
13. **Access to Records.** School officials shall allow the SRO to inspect and copy any public records maintained by the school to the extent allowed by law. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence. If confidential student record information is needed by the SRO, but no emergency situation exists, the information may be released only as allowed by law.
14. **Liability and Indemnification:** Each party is solely responsible for the act(s) and omission(s) of its own officers, employees, officials, agents, and representatives. To the extent permitted by law, each party agrees to indemnify the other party from any and all damages, liability, judgments, claims, expenses, attorney fees, and costs resulting from any act or omission of any of its officers, employees, officials, agents, or representatives.

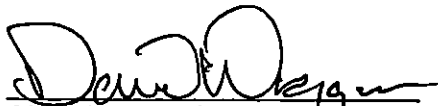
Each party's liability, if any, is limited by applicable Montana law, and nothing in this Agreement may be deemed to constitute a waiver of those limits.

15. **Notices:** The District must provide all official notices under this Agreement by electronic mail or U.S. Mail addressed to the City's Chief of Police, Stan Langve, at slangve@laurel.mt.gov or 215 West First Street, Laurel MT 59044. The City must provide all official notices under this Agreement by electronic mail or U.S. Mail addressed to the District's Superintendent at LAUREL Schools or _____, Laurel MT 59044. Either party may designate a different addressee or address at any time by giving written notice to the other party. Notice that is delivered by mail is effective upon mailing. Notice that is delivered by email is effective upon transmission.
16. **No Unlawful Discrimination:** The District and the City each agree to provide equal employment opportunities to all employees and applicants for employment in accordance with all applicable federal, state, and local laws. No person may be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program, service, or activity based on race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed, or national origin. In addition, the District and the City each specifically agree not to discriminate unlawfully against any student in any program, service, activity, or decision based on race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed, or national origin.
17. **Waiver and Enforcement:** The failure to insist on compliance with any term, covenant, or condition contained in this Agreement must not be deemed to be a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power contained in this Agreement at any time be deemed to be a waiver or relinquishment of any right or power at any other time. Each party is responsible for its own costs, expenses, and any attorneys' fees associated with this Agreement and any related matters, including enforcement of this Agreement.
18. **Equal Drafting:** In the event that either party asserts that a provision of this Agreement is ambiguous, this Agreement must be construed to have been drafted equally by the Parties.
19. **Choice of Law, Forum, and Severability:** This Agreement is governed by the laws of the State of Montana. The parties agree that the Montana state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. If a court determines that any part of this Agreement is unlawful or unenforceable, the remaining portions of the Agreement will remain in full force and effect.
20. **Entire Agreement, Changes, and Effect:** This Agreement constitutes the entire agreement between the District and the City regarding SRO duties and additional services. This Agreement supersedes any inconsistent statements or promises made by either party. This Agreement also supersedes and terminates any prior or existing

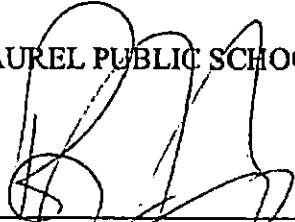
agreements or contracts regarding the same or any similar subject matter. Neither party has relied upon any statements, promises, agreements, or representations that are not stated in this Agreement. No changes to this Agreement are valid unless they are in writing and signed.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates recorded by their signature. By signing below, each party specifically acknowledges that it has read this Agreement and that it understands and voluntarily agrees to be legally bound by all terms of the Agreement.

CITY OF LAUREL


City of Laurel Mayor
Date: 8/23/22

LAUREL PUBLIC SCHOOLS


District Board Chairperson
Date: 8/22/22