

**RESOLUTION NO. 3208**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING CITY MANAGER TO SIGN AGREEMENT FOR SCHOOL RESOURCE OFFICER FUNDING.**

**WHEREAS**, James W. Sievers is desirous of starting and funding a School Resource Officer (SRO) program for Park High School; and

**WHEREAS**, the Agreement attached hereto as Exhibit A and which is incorporated by this reference as though fully set forth herein sets for the terms and conditions for funding the SRO position.


**NOW, THEREFORE, BE IT RESOLVED**, by the City Commission of the City of Livingston, Montana, as follows:

That the City Manager is hereby authorized to execute the Agreement attached hereto as Exhibit A.


**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this 5<sup>th</sup> day of November, 2001.

  
**CARON COOPER - Chairwoman**

**ATTEST:**

  
**PAM PAYOVICH**  
Recording Secretary

**APPROVED AS TO FORM:**

  
**BRUCE E. BECKER**  
City Attorney

## AGREEMENT

**AGREEMENT**, made this 5<sup>th</sup> day of November, 2001, between James W. Sievers of the Flying M Ranch, 2292 East River Road, Livingston, MT 59047, hereinafter referred to as Sievers, and the City of Livingston, Montana, a municipal corporation and political subdivision of the State of Montana, with its principal place of office located at 414 East Callender Street, Livingston, MT 59047, hereinafter referred to as the City for the funding of a School Resource Officer for the Livingston School District.

### Recitals.

**A. Whereas**, Sievers is desirous of sponsoring a School Resource Officer (SRO) through a donation of money to be used to pay for the salary of the SRO and, in doing so, Sievers recognizes that the SRO's salary will be paid on a calendar year basis so as to allow police staffing levels to continue without layoffs during the summer months; and

**B. Whereas**, the City is interested in the program which will assign a police officer to the campuses of Park High School and Sleeping Giant Middle School and at such additional areas as the parties may agree from time to time; however, it is expected that the SRO will serve primarily on the Park High School campus during the school year; and

**C. Whereas**, the parties acknowledge that during the school's summer vacation months or at other times that school is not in session that the SRO will be assigned to duties that best enhance community relations and that benefit community youth, such as bicycle patrol, bike safety programs, downtown foot patrol, crime prevention and awareness activities, drug investigations, and other activities as assigned by the Chief of Police as bests meets the needs of the community; and

**D. Whereas**, the City has adopted a Policy and Procedures Manual for the SRO which is attached hereto and incorporated by this reference as though fully set forth herein.

**THEREFORE**, in consideration of the foregoing recitals and the terms and conditions contained herein, the parties agree as follows:

1. **Funding.** Sievers agrees to donate an amount not to exceed \$100,000.00 to fund the SRO project, however such donations will not exceed \$50,000.00 in any one year. Sievers agrees to place sufficient sums twice per month throughout each month of the calender year that this agreement is in full force and effect into the following identified bank account in the City's name at American Bank in Livingston, Montana, into which Sievers will deposit and from which the City may draw funds to pay salaries, benefits and withholdings of the SRO on regularly scheduled pay days, twice monthly, to pay said officer.

2. **Term of Agreement.** It is estimated that the annual cost of the SRO program will be

approximately \$38,000.00 for salaries, benefits and withholdings which will allow the SRO program to continue through June 15, 2003. During the school year, the officer will work the equivalent of 4 days per week as the SRO and the equivalent of one day per week as the D.A.R.E. officer. Therefore, during the school year, Sievers agrees to pay the SRO's salary, benefits and withholding for 4 days per week which amounts to \$1,267.00 per pay period. However, during the summer, Sievers agrees to pay for salary, benefits and withholdings based upon 5 days per week, which amounts to \$1,584.00 per pay period. And in the event that the SRO expands to 5 days per week in the 2002-2003 school year, Sievers agrees to pay salary, benefits and withholding based upon 5 days per week.

3. **Assignment of officer.** The City of Livingston will assign a City Police officer to the position of School Resource Officer who will work on the campuses of Park High School and Sleeping Giant Middle School and at such additional areas as the parties may agree from time to time; however, it is expected that the SRO will serve primarily on the Park High School campus. During the 2001-2001 school year, the SRO will work the equivalent of 4 days per week as the SRO; however, an attempt will be made to assign the SRO to 5 days per week as SRO for the 2002-2003 school year.

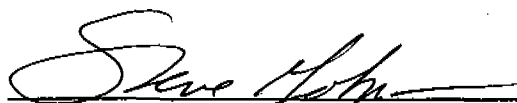
4. **Cancellation of agreement.** The parties further recognize that the agreement may be cancelled by the school district under the terms of an agreement between the City and the School district, (copy attached) and in that event, this agreement shall also terminate. Sievers agrees to pay the SRO's salary, benefit and withholdings to the termination date identified by the school.

5. **Binding effect.** This agreement shall be binding upon the heirs, personal representative, assigns, officers and agents of the respective parties.

6. **Time.** Time shall be of the essence in the performance of this agreement to ensure prompt payment of wages when due and payable.

Dated this 5<sup>th</sup> day of November, 2001.

CITY OF LIVINGSTON

  
\_\_\_\_\_  
STEVE GOLNAR - City Manager

  
\_\_\_\_\_  
JAMES W. SIEVERS

ATTEST:

  
\_\_\_\_\_  
PAM PAYOVICH Recording Secretary

**APPROVED AS TO FORM:**



BRUCE E. BECKER - City Attorney