

RESOLUTION NO. 3209

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING CITY MANAGER TO SIGN INTERLOCAL AGREEMENT WITH SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER

WHEREAS, both the City and School District believe that it is in the best interest of the Community to have a School Resource Officer (SRO) on staff of the campuses of the Livingston School District; and

WHEREAS, the City has entered into an agreement whereby a private party has agreed to fund the SRO program through June 15, 2003; and

WHEREAS, the continuation of the SRO is contingent upon the continued support from said funding source; 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 the SRO program.


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 5th day of November, 2001.


CARON COOPER - Chairwoman

ATTEST:


PAM PAYOVICH
Recording Secretary

APPROVED AS TO FORM:


BRUCE E. BECKER
City Attorney

INTERLOCAL AGREEMENT

AGREEMENT made this 5th day of November, 2001, by and between the City of Livingston, Montana, a municipal corporation and political subdivision of the State of Montana, with its principal offices located at 414 East Callender Street, Livingston, Montana, 59047, hereinafter referred to as City and Livingston School Districts No. 1 and No. 4, a political subdivision of the State of Montana, with its principal offices located at 132 South B Street, Livingston, Montana, 59047, hereinafter referred to as School District.

Recitals.

WHEREAS, both the City and School District believe that it is in the best interest of the Community to have a School Resource Officer (SRO) on staff of the campuses of the Livingston School District; and

WHEREAS, the City has received a donation from a benefactor which desires to remain anonymous to fund the SRO position; and

WHEREAS, the continuation of the SRO is contingent upon the continued support from said benefactors.

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

1. **Duration of Agreement.** This agreement shall be for School Year 2001-2002 and shall expire on June 30, 2002, unless the parties desire to extend the program for an additional year by mutual agreement, which agreement shall be reduced to a written extension and signed by both parties.

2. **Purpose.** The purpose of this agreement is to provide a police officer to serve as the School Resource Officer at least four (4) days per week during the school year and at such other times as the parties may mutually agree, contingent upon the availability of funding.

3. **Duties of SRO.** The primary duty of the SRO will be to work with the school administration to maintain a peaceful and safe campus environment. The SRO's time will be divided between 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. The SRO program will be guided by the Livingston Police Department School Resource Officer Program, Policy and Procedures, which is attached hereto as Exhibit A and incorporated by this reference as fully set forth herein.

4. **School Districts' Responsibility.** The School District shall provide office space for the SRO. The school administration shall cooperate with the SRO in implementing the SRO

program as set forth in Exhibit A.

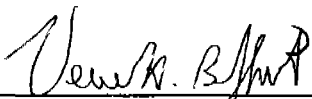
5. Termination. The parties may terminate this agreement without cause upon 30 days written notice to the other party. The SRO program is contingent upon the continued receipt of the donation, or any other alternative funding source.

City of Livingston

Livingston School Districts No. 1 and No. 4



Steve Golnar - City Manager



Vern Beffert - Superintendent


Attest:




Pam Payovich - Recording Secretary

Approved as to Form:

Approved as to Form



Bruce E. Becker
City Attorney



Tara DePuy
County Attorney