

RESOLUTION NO. 4039

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING CITY MANAGER TO SIGN AGREEMENT WITH SCHOOL DISTRICT FOR STUDENT RESOURCE OFFICER FOR FISCAL YEARS 2009-2010, 2010-2011 AND 2011-2012.

WHEREAS, the Livingston Police Department and School Districts No. 1 and 4 have cooperated in the establishment of a School Resource Officer; and

WHEREAS, both the City and School District believe that it is in the best interests of the Community to continue the SRO program on the campuses of the Livingston School District; and

WHEREAS, the Agreement attached hereto as Exhibit A which is incorporated herein by this reference sets forth the terms and conditions to continue the SRO program.

NOW, THEREFORE, be it resolved by the City Commission of the City of Livingston, Montana, as follows:

The City Manager is hereby authorized to inter into the Agreement attached hereto as Exhibit A with Livingston School Districts No. 1 and 4 to continue the SRO.

Dated this 6th day of July, 2009.

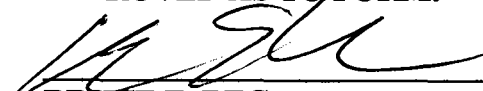


STEVE CALDWELL - Chairman

ATTEST:


ROBYN KEYES
Recording Secretary

APPROVED AS TO FORM:


BRUCE E. BECKER
City Attorney

AGREEMENT

AGREEMENT made this 16th day of July, 2009, by and between the City of Livingston, Montana, a municipal corporation and political subdivision of the State of Montana, with its principal office located at 414 East Callender Street, Livingston, MT 59047, hereinafter referred to as the City and Livingston School Districts No. 1 and No. 4, political subdivisions of the State of Montana, with its principal office located at 132 South B Street, Livingston, MT, 59047, hereinafter referred to as School District.

Recitals.

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

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

1. Purpose: The purpose of this agreement is to provide a police officer to serve as the School Resource Officer to perform the duties set forth herein during all days that school is in session, except absences due to officer sick leave, vacation leave, departmental training or when called to duty for an emergency elsewhere.

2. Duration of Agreement. This agreement shall be for School Years 2009-2010, 2010-2011 and 2011-2012, terminating on the last day of 2011-2012 school year.

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 campus of Park High School. The SRO program will be guided by the Livingston Police Department School Resource Officer Program, Policy and Procedures, as amended from time to time by the chief of police or upon recommendations of legal counsel, which are attached hereto as Exhibit A and incorporated by this reference as though fully set forth herein.

4. School District's Responsibility. The School District shall provide office space and a parking spot for the SRO. The School District through its administration shall cooperate with the SRO in implementing the SRO program set forth in Paragraph No. 3 and Exhibit A

5. City's responsibilities. The city shall provide a police officer and the necessary equipment routinely used by a Livingston Police Officer.

6. Funding. The School District agrees to pay 50% of the SRO's wages


and benefits for each of the School Years 2009-2010, 2010-2011 and 2011-2012. The School District's portion shall be made payable to the City of Livingston who shall be responsible for administering said SRO's wages and benefits. The School District shall pay quarterly, on or before November 15th, January 15th, April 15h and July 15th during each year of this contract.

7. **Termination of Agreement.** The parties may terminate this agreement without cause upon 30 days written notice to the other party.

CITY OF LIVINGSTON

SCHOOL DISTRICTS NOS. 1 AND 4


EDWIN R. MEECE
City Manager


ANDREW H. ANDERSON
Superintendent of Schools