

RESOLUTION NO. 4962

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH LIVINGSTON SCHOOL DISTRICT FOR A SCHOOL RESOURCE OFFICER FOR SCHOOL YEARS, 2021-2022; 2022-2023; AND 2023-2024.

WHEREAS, The Livingston Police Department and Livingston School District No. 1 & 4 (collectively, the “School District”) have cooperated in the establishment of a School Resource Officer Program (SRO); and

WHEREAS, by Resolution No. 4965, 4624 and 4820 the City of Livingston and the school district have entered into a three-year agreement to provide an SRO, which agreement will expire on June 30, 2021; and

WHEREAS, both the City and the School District believe it is in the best interests of the youth in our community to continue to provide the SRO Program on the campuses of the School District; and

WHEREAS, the agreement attached hereto as Exhibit A, which is incorporated herein by this reference, sets for the term and conditions to continue the SRO Program for the school years 2021-2022; 2022-2023; and 2023-2024, expiring on or about June 30, 2024; and

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

The City Manager is hereby authorized to enter into the agreement attached hereto as Exhibit A, with Livingston School District and continue the School Resource Officer Program.

PASSED ADOPTED AND APPROVED, by the Livingston City Commission this 18th day of May, 2021.

Resolution No. 4962: Authorizing the City Manager to sign an agreement with the school district for SRO program 2021-2024.


DOREL HOGLUND- Chair

ATTEST:


FAITH KINNICK
Recording Secretary

APPROVED TO AS FORM:

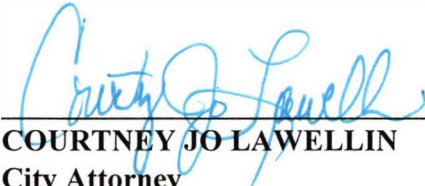

COURTNEY JO LAWELLIN
City Attorney

EXHIBIT A

AGREEMENT

AGREEMENT (this "Agreement") made this 10th day of May, 2021, 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, each a political subdivision of the State of Montana, with their principal office located at 132 South B Street, Livingston, MT, 59047 (hereinafter collectively referred to as the "School District").

RECITALS

WHEREAS, both the City and the School District believe 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; and

WHEREAS, the City and the School District desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by the City and the School District with respect to the SRO Program.

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 SRO to perform the duties set forth herein during all days that school is in session, or as assigned to work school related functions during the school year, 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 2021-2022, 2022-2023, and 2023-2024, terminating on the last day of 2023-2024 school year.
- 3. Duties of SRO:** The primary duties of the SRO will be to work with the school administration to maintain a peaceful and safe campus environment, to provide security for school related functions when needed, and to perform the duties set forth and defined in the Livingston Police Department Policy Manual – School Resource Officer Policy, as such document may be amended from time to time by the chief of police or upon recommendations of legal counsel, which document is attached hereto and incorporated herein as Exhibit A (the "Policy"). 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 the SRO will serve primarily on the campus of Park High School. In addition

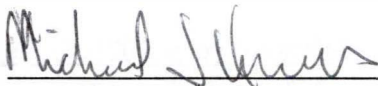
EXHIBIT A

to the terms and conditions set forth in this Agreement, the SRO Program will be guided by the Policy.

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 the Policy.
5. **City's Responsibilities.** The City shall provide a police officer and the necessary equipment routinely used by a Livingston Police Officer. The Livingston Chief of Police, and/or Assistant Chief of Police, will meet with the Park High School Principal, and/or Vice-Principal, at least once a semester to evaluate the SRO program and the SRO's performance.
6. **Funding.** The School District agrees to pay 50% of the SRO's wages and benefits for School Years 2021-2022, 2022-2023, and 2023-2024. 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 15th, and July 15th during each year of this contract upon receipt of invoice from the City.
7. **Termination of Agreement.** The parties may terminate this agreement with or without cause upon 30 days' written notice to the other party.

CITY OF LIVINGSTON

SCHOOL DISTRICTS NO. 1 AND 4



MICHAEL KARDOES

City Manager

Superintendent of Schools