



Item: School Resource Officer Services Agreement with the Great Falls Public School District

From: Chief Bowen

Initiated By: Chief Bowen

Presented By: Chief Bowen

Action Requested: Approve the Agreement

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the School Resource Officer Services Agreement with the Great Falls Public School District for the 2014/2015 school year and authorize the City Manager to sign the Agreement.”

2. Mayor calls for a second, discussion, public comment, and calls the vote.
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Staff Recommendation: Staff recommends that the City Commission accept the terms of the agreement and authorize the City Manager to sign the agreement.

Background: The Great Falls Public School District and the Police Department have had a partnership for over eighteen years where the Police Department has provided the School District police services on a contract basis. This year is a continuation of the ongoing partnership where the Police Department has agreed to provide four confirmed police officers and equipment necessary to provide school resource officer services. The School District has agreed to pay the city quarterly for the cost of these services as detailed in the agreement. SRO’s fulfill an important role at the schools and the current staffing of four officers is required to meet the workload.

Fiscal Impact: The school district will be billed quarterly in the amount of Sixty-Four Thousand, Nine dollars and two Cents (\$64,009.02) for a total amount of Two Hundred Fifty-Six Thousand, Thirty-Six Dollars and Six Cents (\$256,036.06). Quarterly payments will be due by September 30, 2014; December 31, 2014; March 31, 2015 and on or before June 30, 2015.

Alternatives: The City Commission could vote to deny the contract.

Attachments/Exhibits: Agreement

SCHOOL RESOURCE OFFICER

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of September, 2014 by and between the City of Great Falls, a municipal corporation of the State of Montana, 2 Park Drive South, Great Falls, Montana, hereinafter referred to as "City"; and Great Falls Public School District Number 1 and A, 1100 4th Street South, Great Falls, Montana, hereinafter referred to as "District";

WHEREAS, District desires the services of the City's Police Department for one hundred eighty-seven (187) days to enforce compulsory attendance provisions of Title Twenty, Chapter Five, Part One MCA and other law enforcement functions;

WHEREAS, the City desires to place law enforcement officers in the District's schools, and recognizes the benefit of such placements; and

NOW THEREFORE, the parties mutually covenant and agree as follows:

1. The City does hereby agree to provide District with four confirmed Police Officers and equipment necessary to provide school resource officer services;
2. The District agrees to provide the assigned Police Officers with access, as is agreed upon by the parties in order to effectively perform the law enforcement functions, to all District facilities;
3. The District, shall pay the City quarterly installments in the amount of **Sixty-four Thousand, nine dollars and two Cents (\$64,009.02) for a total amount of Two Hundred Fifty-six Thousand, thirty-six Dollars and six Cents (\$256,036.06) as**

follows: Quarterly payments will be due on or before September 30, 2014;

December 31, 2014; March 31, 2015 and June 30, 2015;

4. The aforesaid charges are based on a full one hundred eighty-seven (187) day school session and the same shall be adjusted on a pro rata basis to reflect any additional school days;
5. If the assigned Police Officers or temporary replacements are not available to the District for longer than two weeks the District payment will be pro-rated for the period of time that an officer was not available;
6. The parties agree that their respective employees, students and/or agents are not to be considered employees of the other party for any purpose. The parties agree to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. The parties, as to their own employees, shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA, and shall maintain workers' compensation coverage for all employees, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.
7. The parties agree that in the performance of this agreement, they will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin or other class protected by law.

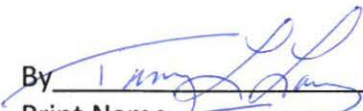
8. The parties shall mutually indemnify, defend and hold harmless the other against, and from, any and all liability, costs, damages, claims or causes of action which may arise out of that party's officers, employees, agents, and students' performance under this agreement.

The term of this agreement shall commence on September 4th, 2014 and extend through the last day of school, 2015.


IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the persons duly authorized on the day and year first herein above written.

EXECUTED BY:

GREAT FALLS PUBLIC SCHOOLS, District No. 1

By 
Print Name Tammy L. Lacey
Print Title Superintendent

GREAT FALLS PUBLIC SCHOOLS, District No. 1

By 
Print Name Brian Patrick
Print Title Director of Business Operations

CITY OF GREAT FALLS, MONTANA

Greg Doyon
City Manager
City of Great Falls

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF THE CITY)

APPROVED AS TO FORM:

By _____
Sara R. Sexe, City Attorney