

TAB 16

Point Paper

Contract for School Officers 2009-2010

Palmetto Police Department

Issue: The Palmetto Police Department has two School Resource Officers, one officer is currently working at Lincoln Middle School and the other at Palmetto High School.

Background: The City of Palmetto provides two sworn police officers to instruct students within our jurisdiction regarding law enforcement, crime prevention and other related matters as school resource officers. These officers also handle criminal investigation and arrests at their respective schools, which would otherwise need to be handled by patrol officers.

The Agreement with the School Board of Manatee will reimburse the City at a rate of \$58,984 for the 2009-2010 school term.

Recommendation: We request to continue to have officers work in those two schools. Allow the Mayor and City Clerk sign the Agreement

Budget Impact: Revenue of \$58,984 will be recognized in School Resource Officer: Manatee School Board, #0013422010

**CITY OF PALMETTO
AND
SCHOOL BOARD OF MANATEE COUNTY**

This contract is entered into between the CITY OF PALMETTO of 1115 10th Street West, Palmetto, Florida, hereinafter referred to as the "Provider" and the SCHOOL BOARD OF MANATEE COUNTY, hereinafter referred to as "The Board."

I. The Provider Agrees:

- A. To provide two (2) police officers to instruct students in the schools within The Provider's jurisdiction regarding law enforcement, prevention of crime, and related matters as School Resource Officers. The School Resource Officers will be assigned as follows: (1) Palmetto High School and (1) Lincoln Middle School.
- B. The police officers, individually, shall be sworn law enforcement officers under the authority and in the employ of The Provider.
- C. In the exercise of his or her duties, the police officer assigned as School Resource Officer shall coordinate his or her activities, curriculum, and materials with the principal of the assigned school and the Superintendent of Schools, or his designee.
- D. To involve the principal of the assigned school or the Superintendent's designee in the selection of the police officer(s) to be assigned.
- E. To provide ^{service from August 2009 to} ~~during July, 2010~~, assigned School Resource Officers for the 2010 Summer School session, if needed.

II. The Board Agrees:

- A. To remit to The Provider during November 2009, an amount not to exceed \$58,984.00 to pay for the services of two (2) School Resource Officers from August 24, 2009 through June 30, 2009. The amount paid by The Board will be reviewed for hiring dates and unspent funds will be returned to The Board.
- B. To remit during July 2010, the hourly rate for assigned School Resource Officers for the 2010 Summer School session, if needed, not to exceed \$5,000.00.

III. The Provider and The Board Mutually Agree:

- A. The services of a police officer providing instruction to the students of The Board will be in the best interests of the students and the citizens of The Provider.
 - B. This contract shall become effective August 24, 2009 and terminate June 30, 2010, or by ninety (90) days written notice by either party.
 - C. To retain all required records for a period of three years beyond final payments and all other pending matters are closed.
 - D. Unforeseen questions or any problems arising during the administration of the contract between parties shall be resolved through negotiations. The negotiated resolution of the unforeseen problems or questions shall be reduced to writing, which shall then be attached to and made part of this contract as a clarifying interpretation.
 - E. To grant access by School District, the Florida Department of Education, the Auditor General's Office, the appropriate federal agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - F. To be liable, and agrees to be liable for, and shall indemnify, defend and hold The Board harmless for all claims, suits, judgements or damages, including court costs and attorney fees, arising out of or in the course of its provision of the services called for in this contract, and shall secure and maintain in force liability insurance to provide such indemnification.
- IV.** The School Board of Manatee County, Florida does not discriminate on the basis of race, sex, marital status, national origin, religion, handicap, or age, in the operation of the school district or in the provision of services.
- V.** The Provider does not discriminate on the basis of race, sex, marital status, national origin, religion, handicap, or age, in the operation of the school district or in the provision of services.
- VI.** This contract shall be governed by the Laws of the State of Florida, and governing regulatory rules, all of which are incorporated herein.
- VII.** This contract may be modified subject to revenue shortfall, which reduces district funding. This modification shall be proportionate to The Board's reduction.

IN WITNESS THEREOF, the parties hereto have caused this **THREE**-page contract to be executed by their undersigned officials as duly authorized.

SCHOOL BOARD OF MANATEE COUNTY

CITY OF PALMETTO

Tim McGonegal

Date
Date

Superintendent

Walter Miller

Date
Date

Chair

Lynette Edwards
Assistant Superintendent

Date

Angela A. Essig
Director of Secondary Schools

Date

Shirley Groover Bryant

Mayor

Jim Freeman

City Clerk