

TAB 13

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

This Agreement 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," on the following terms and conditions:

I. The Provider Agrees:

- A. To provide two (2) police officers to serve as School Resource Officers ("SROs") to instruct students in the schools within the Provider's jurisdiction regarding law enforcement, prevention of crime, and related matters, throughout the period beginning August 23, 2010 through and including June 30, 2011. The School Resource Officers will be assigned as follows: (1) Palmetto High School and (1) Lincoln Middle School.
- B. Each SRO provided under this Agreement shall be a sworn law enforcement officer under the authority and in the employ of the Provider.
- C. In the exercise of his or her duties, each SRO 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 SRO services as described herein for the month of July 2011 to cover the Board's Summer School session, if requested by the Board.

II. The Board Agrees:

- A. To remit to the Provider on or before November 30, 2010, an amount not to exceed \$58,231.00 to pay for the services of two (2) SROs from August 23, 2010 through June 30, 2011. At the end of the term of this Agreement, the amount paid by the Board will be prorated according to the dates services was actually provided by the SROs, and any excess funds paid to the Provider will be returned to the Board.
- B. To remit on or before July 31, 2011, the hourly rate for assigned SROs for services provided for the 2011 Summer School session pursuant to paragraph I(E), if needed, not to exceed \$5,000.00.

III. The Provider and the Board Mutually Agree:

- A. The services of SROs providing instruction to the students of the Board are in the best interests of the students and the citizens of the Provider.
- B. This contract shall become effective August 23, 2010 and terminate July 31, 2011, or upon 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 the Board, 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 each party which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.
- F. Each party shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the other party harmless for, all claims, suits, judgments or damages, including court costs and attorney fees, arising out of, or in the course of, its own acts or omissions in performance of this Agreement, and shall secure and maintain in force liability insurance to provide such indemnification.
- G. Notwithstanding any other provision of this Agreement, the parties hereby acknowledge and agree that both parties to this Agreement are sovereign entities that by law are immune from suit except to the extent specified in § 768.28, Florida Statutes. No provision of this Agreement shall constitute, or be interpreted as, a waiver of sovereign immunity for either party, and all defenses relative to sovereign immunity shall be preserved to each party.

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.

