

**TAB 3**



# City of Palmetto Agenda Item

**Meeting Date**

6/18/12

**Presenter:**

Rick Wells

**Department:**

Police Department

**Title:**

**FY13 School Resource Officer Contract**

The Manatee County School Board will reimburse the City for 50% of FY13 total salary or \$62,000 for 2 designated sworn police officers. In FY 13, the Police Department has assigned Officer Ligman and Lovett to Palmetto High School and Lincoln Middle School.

<b>Budgeted Amount:</b>	\$0.00	<b>Budget Page No(s):</b>		<b>Available Amount:</b>	\$0.00	<b>Expenditure Amount:</b>	\$0.00
-------------------------	--------	---------------------------	--	--------------------------	--------	----------------------------	--------

**Additional Budgetary Information:**

<b>Funding Source(s):</b>	Tenative FY13 Budget	<b>Sufficient Funds Available:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Budget Amendment Required:</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Source:</b>	
---------------------------	----------------------------	------------------------------------	---	-----------------------------------	--	----------------	--

<b>City Attorney Reviewed:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<b>Advisory Board Recommendation:</b>	<input type="checkbox"/> For <input type="checkbox"/> Against <input checked="" type="checkbox"/> N/A	<b>Consistent With:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
--------------------------------	--	---------------------------------------	---	-------------------------	--	--

**Potential Motion/ Direction Requested:** Approve the Mayor to Excute the School Board of Manatee County Agreement

<b>Staff Contact:</b>	Cheryl Miller	Finance Dept	x7111
-----------------------	---------------	--------------	-------

**Attachments:** School Board of Manatee County Agreement.

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

This Agreement is entered into between the CITY OF PALMETTO of 1115 10<sup>th</sup> 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 20, 2012 through and including June 7, 2013, and if needed, through the Board's 2013 Summer School session as provided herein. 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 to cover the Board's 2013 Summer School session, if requested by the Board.

**II. The Board Agrees:**

- A. To remit to The Provider on or before November 30, 2012, a one-time payment not to exceed \$62,000 to pay for the services of two (2) SROs from August 20, 2012 through June 7, 2013. At the end of the term of this Agreement, the amount paid by the Board will be prorated according to the dates services were actually provided by the SROs, any excess funds paid to the Provider will be returned to the Board.

- B. To remit to The Provider on or before August 31, 2013, the hourly rate of \$28.46 to pay for the services of two (2) SROs provided for the 2013 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 20, 2012 and shall terminate the first day of the 2013 School Year, 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 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 specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions.
  - F. Each party to 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 omission 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.

- 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 is subject to reduction in Board funding which results in a revenue shortfall. If such a shortfall results in a reduction in payment under this Agreement, the services provided to the Board by the Provider under this Agreement shall be reduced proportionately to the reduction in payment. The superintendent and mayor or their designated representatives shall discuss how to schedule resources officers if revenue is reduced.

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**

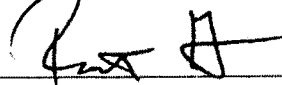
**CITY OF PALMETTO**

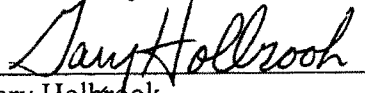
\_\_\_\_\_  
Tim McGonegal    Date  
Superintendent

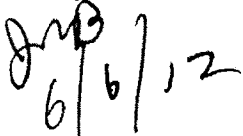
\_\_\_\_\_  
Shirley Groover Bryant    Date  
Mayor

\_\_\_\_\_  
Harry Kinnan    Date  
Chair

\_\_\_\_\_  
Jim Freeman    Date  
City Clerk

  
\_\_\_\_\_  
Bob Gagnon    Date  
Assistant Superintendent

  
\_\_\_\_\_  
Gary Holbrook    Date  
Director of Secondary Schools

  
\_\_\_\_\_  
Date