

**RESOLUTION #072616-05**

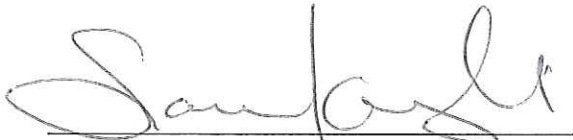
**A RESOLUTION APPROVING THE AMENDED LAW ENFORCEMENT SERVICES  
(SRO) AGREEMENT BETWEEN SOUTHEAST POLK COMMUNITY SCHOOL  
DISTRICT AND THE CITY OF PLEASANT HILL**

**WHEREAS**, the Pleasant Hill City Council has an approved Law Enforcement Services Agreement between the City of Pleasant Hill and Southeast Polk Community School District; and

**WHEREAS**, this amended agreement establishes the terms and conditions for the Pleasant Hill Police Department to provide law enforcement services to the Southeast Polk District Office, Junior High, Senior High, Spring Creek and elementary schools for the 2016-2017 school year.

**THEREFORE**, this amended agreement is hereby approved.

Adopted July 26, 2016

  
Sara Kurovski, Mayor

ATTEST:

  
Dena Spooner, City Clerk/Finance Director

## LAW ENFORCEMENT SERVICES AGREEMENT

### PARTIES

This agreement is made and entered into by and between the City of Pleasant Hill (City) and the Southeast Polk Community School District (District).

### PURPOSE

It is the purpose of the agreement to establish the terms and conditions for the Pleasant Hill Police Department to provide law enforcement services to the facilities and grounds of Southeast Polk District Office, Junior High, Senior High, and Spring Creek and to provide educational programming at elementary schools consisting of Delaware, Four Mile, Mitchellville, and Runnells.

### TERMS AND CONDITIONS

Pursuant to the provisions in Chapter 28E, 2005 Code of Iowa, it is hereby agreed by the parties as follows:

1. City agrees that the Pleasant Hill Police Department shall provide the following services within the facilities and grounds of the District Office, Southeast Polk Junior High, Senior High, Spring Creek and elementary schools located in the city limits of the City of Pleasant Hill:
  - a. Enforcement of state laws.
  - b. Enforcement of local ordinances.
  - c. Coordination, collaboration and provision of security during school hours.
  - d. Coordination and provision of security during sporting events, activities, special events, and other related extracurricular events, as requested by the district.
  - e. Teaching and assisting with drug prevention programs at elementary schools in the City of Pleasant Hill and other schools as indicated in the Purpose.
  - f. Provision of short programs covering law enforcement related subjects, as requested by the district.
  - g. Monitoring the parking lots during high traffic times.
  - h. Work in coordination with the juvenile court.
  - i. Daily interacting with the students, parents, and faculty to develop positive relationships.
  - j. Other duties as determined by mutual agreement of the Pleasant Hill Police Department and the district, including attendance at certain SEP School Board meetings when notified by the District within 48 hours of any such meeting and as agreed to by the Chief of Police of Pleasant Hill or the Chief's designee. The need for the presence of law enforcement during a School Board meeting will be determined by the District based on the meeting's subject matter or other events leading up to a meeting that may be controversial to the Board, District staff or the public.
2. Law enforcement will provide a minimum of two patrol vehicles and two patrol persons within the facilities and grounds of the district for 40 hours per week for a period of 39 weeks (180 school days). One of the police department staff will be assigned to the high school property and one will be assigned to the junior high school. The final schedule decisions shall be made by the city.
3. The district agrees that the City of Pleasant Hill is not responsible for providing continuous surveillance for any twenty-four hour period, unless in the opinion of the city, the threat of criminal activity warrants such surveillance.
4. The number of hours of service provided, or the number of patrol vehicles, or the number of patrol persons, may be increased or decreased upon mutual agreement of both parties.
5. Upon the occurrence of an emergency requiring the police department to withdraw the patrol person(s) or patrol vehicle(s) assigned to the District and the services cannot be returned within 2.0 hours, the city agrees to provide substitute personnel in the absence of the regular school resource officer.
6. Patrol persons assigned to the district as a result of the agreement shall, where applicable, file charges under the municipal ordinances. If the municipality has no ordinance, the charge may be filed under the applicable state statute. The police department or patrol person shall retain discretion at all times to determine whether or not it is appropriate to file charges of any type.
7. The police department shall make annual reports to the district at its July School Board meeting, including a summary of the law enforcement activities occurring within the district.
8. The district agrees that its officers, agents, and employees shall cooperate fully with the city in the performance of the city's duties.

9. Assignment of duties, discipline of city employees, and all matters incident to the performance of the duties of city employees shall remain the responsibility of the city and its officers, employees, and commissions. The district shall provide requested information and reports to facilitate the city's assignment and supervision of personnel.

10. The city shall be responsible for the payment of salary wages and/or any other compensation or benefits to any city employee providing services under this agreement unless otherwise expressly agreed upon by the parties. Except as otherwise specified in this agreement, the district shall not be liable for compensation to any city employee for worker's compensation claim for injury or sickness occurring while the employee undertakes duties in fulfillment of this agreement.

11. Any cost increases to the city occurring as a result of actions taken by the United States Government or the State of Iowa which increases the costs of wages, insurance for employees, or other benefits shall be mutually agreed upon by both parties.

#### PAYMENT

12. The district agrees to pay the above city the following amounts over the term of this agreement for the services agreed upon above.

The district and the city shall share in the anticipated wage and benefit costs for the two officers assigned to the high school and junior high. The district's share shall be 75% and the city's share shall be 25% of the expected annual salary and benefits. The Contract Sum for the 2016-2017 school year is estimated to be \$144,913. Payments shall be made in equal monthly installments from July 2016 through May 2017 and initiated by invoice by the city, in an amount not to exceed \$12,076 per month for wage and benefit costs. The twelfth and final payment in June will be adjusted to reflect actual payroll costs for the school resource officers assigned to the district based on the terms of this agreement. The city will submit payroll system costing reports to the district that summarizes wage and benefit costs for the year to support the final reconciliation payment.

13. In the event the city is unable to perform according to the agreement, the city shall refund the district any payment(s) made for the period of non-performance in proportion to the contract price.

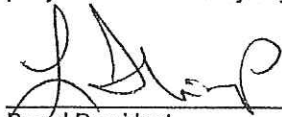
14. Each party shall allow access to all records, documents, and papers necessary for the financial auditing of the parties' transactions. Appropriate records, documents, and papers necessary to conduct a financial audit shall be maintained a minimum of three years.

15. Each party shall be responsible for its own employees and their actions and hold the other party harmless in the event of any liability that may arise through intentional or negligent acts of its own employees, officers, or agents.

#### PERIOD OF THE AGREEMENT

16. This agreement shall become effective upon signing by both parties and shall remain in effect until June 30, 2017. Extensions to this agreement may be made by consent of both parties.

17. Either party may terminate this agreement, with or without cause, by providing written notice to the other party not less than sixty days prior to the termination date.



Board President  
Southeast Polk Community School District



Sara Kurovski, Mayor  
City of Pleasant Hill

ATTEST:



Dena Spooner, City Clerk/Finance Director