REPORT / RECOMMENDATION

To: Mayor and City Council

Agenda Item #: IV.H.

From: Dave Nelson, Chief of Police

Action ☒
Discussion ☐
Information ☐

Date: November 3, 2014

Subject: **Resolution No. 2014-116 Approving Agreement for School Resource Officer Services – City of Edina and Edina Public Schools**

Action Requested:

Motion adopting Resolution No. authorizing the City of Edina to continue its participation with the Edina School District for School Resource Officer Services.

Information / Background:

The Edina Police Department has a current agreement with the Edina School District to provide school resource officer services. Agreement entered into July 1, 2014.

Attachments:

Resolution Copy

AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES
CITY OF EDINA AND EDINA PUBLIC SCHOOL

This Agreement is made and entered into this 01st day of July, 2014 by the City of Edina, a Minnesota municipal corporation, located at 4801 West 50th Street, Edina, Minnesota 55424 ("City") and Edina Public Schools, a Minnesota municipal corporation, located at 5701 Normandale Road, Edina, Minnesota 55424 ("District").

WHEREAS, the parties enter into this Agreement pursuant to Minnesota Statutes, Section 126C.44;

WHEREAS, the City and District are interested in a mutually-beneficial partnership to provide services for the students of the District;

WHEREAS, the City and District would like to optimize efficiencies to curb juvenile delinquency and crime;

WHEREAS, the City and District would like to continue to improve understanding and promote respect between the police; the District, its employees and students; and community;

WHEREAS, the City provides School Resource Officer services for schools; and

WHEREAS, it is the desire of both parties to make provision for School Resource Officer services in accordance with the terms of this Agreement.

THEREFORE, in consideration for the mutual covenants expressed herein, the City and District agree to the terms and conditions outlined herein:

I. RESPONSIBILITIES OF CITY

A. Qualifications of Personnel. The City agrees to provide two state licensed police officers to perform full-time services to the District for the purpose of assisting in the establishment and coordination of a cooperative community approach among the District's schools, students, parents, police, and other community resources to address the needs of the District, students, and community members.

B. Service. The City's School Resource Officers' services will include but not be limited to: prevention of delinquency, protection of life and property, law enforcement, serving as a communication link between the City and District, and participation in meetings as requested by building administration. The City will provide required clothing, uniform, and vehicles necessary to perform required services.

C. Place of Performance. The City will perform services at schools located within District, being primarily located at the District's secondary schools. Occasionally services may be performed at venues outside of the District.

D. Documentation Pertaining to Services. The City must provide to the District any and all records pertaining to the provision of services at the end of its services.

E. Insurance.

1. The City will maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of the City acting through its directors, agents, employees or other personnel, which may give rise to liability under this Agreement.

2. The City will maintain, at its sole expense, Workers' Compensation insurance for its employees.

3. The parties' liabilities are limited by the provisions of the Municipal Tort Claims Act, Minn. Ch. 466 and other applicable laws.

F. Payment of Employees. The City, as the employer, will remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Workers' Compensation, Social Security, employment and other insurance requirements for its employees.

G. District Policies and Procedures. The City and its assigned officers will consider the District's policies and procedures while providing services in the school setting unless they are inconsistent with the Police Department's policies. District policies may be found on the District's website.

H. Data Privacy. The City, while performing services under this Agreement, must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g and rules and regulation promulgated thereunder, as they apply to the District regarding the treatment of all data created, collected, received, stored, used, maintained, and/or disseminated by the District by this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the City's release of data governed by the Minnesota Government Data Practices Act.

The parties understand and agree that sharing of data between them must occur in accordance with the law governing the dissemination of data, including, but not limited to, specific laws governing the sharing of data on students and minors. It is understood that student information, in general, is classified as private data under the Minnesota Government Data Practices Act.

II. RESPONSIBILITIES OF THE DISTRICT

Payment for Services. The District will remain responsible to provide payment to the City for services rendered pursuant to this Agreement. Section III hereunder will govern billing terms and compensation.

A. Insurance.

1. The District will maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of the District acting through its directors, agents, employees or other personnel, which may give rise to liability under this Agreement.

2. The District will maintain, at its sole expense, Workers' Compensation insurance for its employees.

3. The parties' liabilities are limited by the provisions of the Municipal Tort Claims Act, Minn. Ch. 466 and other applicable laws.

C. Equipment and Supplies. The District will provide the School Resource Officers with workspace, access to its network, and other District-owned technologies, at the discretion of the District.

D. Employee Assignment. The District has the authority to reject an assigned School Resource Officer for any nondiscriminatory reason and request the assignment of another School Resource Officer.

E. Service and Training. The District recognizes there may be occasions that the School Resource Officer may need to respond to emergency calls, attend police training and other special duties as assigned by the City while fulfilling his or her role as a School Resource Officer for the District. The District may request that the Scholl Resource Officer attend District trainings during his or her performance of services under this Agreement.

F. Feedback on Performance of Officer. At the conclusion of each fiscal year, the Director of Community Education Services will provide the City with feedback on the performance of the School Resource Officer. In addition, the District will notify the City within two business days of any performance concerns or allegations of inappropriate conduct of the officer. The City retains all disciplinary authority over its officers.

G. Provision of Records. The District will provide the School Resource Officers with all necessary records and information relevant to the student(s) for the purposes of the service(s) being provided.

III. BILLING FOR SERVICES

A. The District agrees to compensate the City at a rate of $90,000 per annum for services provided under this Agreement. If for any reason services are not performed for the duration of the school year, the City will prorate the compensation to reflect served time.

B. The City will bill the District for such services after July 1st for services performed during the prior school year.

C. The District agrees to pay submitted bills within sixty days of receipt by the District. Any bill not paid within the sixty day period can be considered delinquent by the City.

IV. TERM AND TERMINATION

The initial term of this Agreement is from July 01st, 2014 and will remain in effect through June 30th, 2015. This Agreement shall automatically renew on July 1st of each year ("renewal period") for up to five years unless the District or City determine that adequate funding is not provided by the Minnesota legislature and/or parties to this Agreement. Notice of inadequate funding must be provided to the other party at least 60 days prior to the termination date of this Agreement or 60 days prior to the end of any renewal period.

V. ADDITIONAL TERMS

A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of Minnesota.

B. Relationship to Parties. The parties agree and acknowledge that the School Resource Officers ("officers") who are assigned to the district are, and will continue to be, members and employees of the City and its police department. The officers are not agents or employees of the District by virtue of this Agreement and may not make representation to the contrary. The officers will operate under direct administration and supervision of the police department but will work in cooperation with district administration to further mutually agreed upon goals involving the City and the District's schools and students. The officers' main district administration contact is the Director of Community Education Services. Officers do not have disciplinary authority within the schools, are not to be considered educational service providers, and limited to their police functions.

C. Assignment. This Agreement may not be assigned by either party, in whole or in part.

D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.

E. Notices. Any notice given in connection with this Agreement will be given in writing and will be delivered either by hand or by certified mail, return receipt requested, to the other party, at the party's address stated below. Any party may change its address as stated herein by giving notice of the change of address in accordance with this Paragraph.

F. Indemnification. Each party is liable for its own acts to the extent provided by law and hereby agrees, to the extent permitted by law, to indemnify, hold harmless, and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the party, its agents, or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that each party's liability is limited by the provisions of the municipal Tort Claims Act, Minn. Ch. 466 and other applicable laws.

G. Entire Agreement. This writing evidences the entire Agreement between the City and the District; there are no prior written or oral promises or representations incorporated herein. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic (email) transmission shall be effective as delivery of a manually executed counterpart hereof.

IN WITNESS WHEREOF, the undersigned parties hereby acknowledge that they have read and understand this Agreement and are authorized to enter into this Agreement and have executed this Agreement on the dates recorded below.

City of Edina

By: _____(James Hovland)

Its: Mayor

Date: _____

By: _____(Scott Neal)

Its: City Manager

Date: _____

Independent School District No. 273

By: _____

School Board Clerk

Date: _____