

CITY OF CEDARVILLE, ARKANSAS

RESOLUTION NO. 2018-08-21-1

A RESOLUTION AUTHORIZING MAYOR TO EXECUTE NECESSARY DOCUMENTS TO MAINTAIN A SCHOOL RESOURCE OFFICER ("SRO"), AND FOR OTHER RELATED PURPOSES.

WHEREAS, the City of Cedarville previously entered into contracts with the Cedarville School District for the provision of school resource officers ("SRO");

WHEREAS, the school district wishes to enter into another SRO contract for the 2018-2019 school year;

WHEREAS, the City Council of Cedarville, Arkansas has determined that it is in the best interests of Cedarville and its citizens to have a school resource officer;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDARVILLE, ARKANSAS, AS FOLLOWS:

SECTION 1: The Cedarville City Council authorizes the Mayor to negotiate and enter into a SRO contract with the Cedarville School District on substantially the same terms and conditions as previous years.

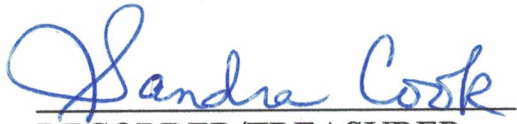
SECTION 2: The Cedarville City Council hereby authorizes the Mayor to execute the necessary documents to effectuate this resolution.

PASSED AND APPROVED THIS 21st DAY OF August, 2018.

APPROVED:

ATTESTED:


MAYOR


RECORDER/TREASURER

SCHOOL RESOURCE OFFICER ("SRO") CONTRACT

This Contract made as of the 13th day of August, 2018, between the Cedarville Public School District (the "Cedarville School") and the City of Cedarville, Arkansas (the "City").

WHEREAS, the Cedarville School desires to employ one (1) City police officer as a School Resource Officers (hereinafter "SROs") for the period and upon and subject to the terms herein provided; and

WHEREAS, the City is willing to provide police officers for the Cedarville School upon and subject to the terms herein provided;

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Term of Employment: Compensation. The Cedarville School agrees to utilize one (1) City police officer for the position of SRO for the 2018-2019 school year of consisting of 178 school days. The Cedarville Schools will pay to the City the sum of \$26,500 per year as reimbursement to the City for the payroll cost of the SRO provided by the City. The SRO will remain an employee of the City of Cedarville Police Department.
2. Position and Duties. City police officers shall fulfill the position of School Resource Officers and shall have the duties normally ascribed to those positions and as assigned to them by the Cedarville School Superintendent and the Cedarville Chief of Police. Each SRO shall devote substantially all time, labor, skill, undivided attention and their best abilities to the performance of their duties hereunder in a manner which will faithfully and diligently further the interests of the Cedarville School and its student body.
3. Policy and Procedures

It is further understood and agreed as follows:

- a. Each SRO will be under direct supervision of the school superintendent and general supervision of the Cedarville Chief of Police.

b. The SRO will work 8 hours per day from 7:30 a.m. until 4:00 p.m. during school days. If the school desires the SRO to work additional school functions such as ball games, the Cedarville School shall notify the SRO and the Cedarville Police Chief. The Cedarville School will pay for such extra time on an hourly basis equal to the actual payroll expense of the officer, including overtime and payroll deductions.

c. No overtime pay or compensation time will be authorized without prior approval by the Cedarville Chief of Police.

d. Each SRO will take his/her vacation during school Spring break, Christmas vacation, or during the Summer while school is out for Summer break unless approved by the Cedarville Chief of Police.

e. Each SRO will keep the Cedarville Chief of Police updated daily of any problems and/or activities involving the SRO in his/her job duties.

f. During the school day, each SRO will be on call to backup other police officers or respond to calls if he/she is the only one presently in the City at the time of the call. The SRO will be notified if he/she is to be on call.

g. The SROs will dress in full class A uniform, or assigned uniform by the Cedarville Chief of Police. During Spring and Fall seasons the uniform may be a more relaxed look, such as shorts and golf type shirts.

h. The Cedarville Police Department will furnish a patrol vehicle for patrol of school grounds for SRO use.

4. Entire Agreement. This Contract contains the entire agreement between the Cedarville School and the City with respect to the subject matter hereof and there have been no oral or other agreements of any kind whatsoever as a condition precedent or inducement to the signing of this Contract or otherwise concerning this Contract or the subject matter hereof.

5. Amendments. This Contract may not be amended, nor shall any waiver, change, modification, consent or discharge be effected except by an instrument in writing executed by or on behalf of the party against whom enforcement of any waiver, change, modification, consent or discharge is sought.

7. Governing Law. This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Arkansas.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Contract as of the date first above-written.

City of Cedarville

By:

Mark Lunkhowe

MAYOR

Cedarville City Recorder/Treasurer

By:

Sandra Cook

Cedarville Public School District

By:

King Shuf

Title:

Superintendent