

SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement made this ____ day of _____, 2022 between the City of Buchanan Police Department (City) and the Buchanan Area School District (School District).

Whereas the School District desires to enter into an agreement with City, for a School Resource Officer (SRO) from the Buchanan City Police Department, to be assigned to Buchanan Area Schools, to include Ottawa Elementary, Moccasin Elementary, Buchanan Middle and High Schools.

NOW THEREFORE, in consideration of the promises, covenants and conditions hereinafter contained, IT IS HEREBY AGREED by and between the parties hereto as follows:

1. The School District, consistent with the applicable law, shall pay the City 20% (twenty percent) of funding for the officer assigned as SRO, in connection with the SRO from the City, on the property and facilities of the School District for the entire year.
2. Commencing on the ____ day of _____ 2022, and continuing indefinitely, unless terminated as outlined in Paragraph 8, the School District and City agree to provide the equivalent of one (1) full-time Police Officer with appropriate experience and training to serve as a School Resource Officer in and around the Buchanan School District.
3. For the performance of the foregoing described services, the School District agrees to pay the amount set forth in Paragraph 1, payable as mutually agreed upon by the City and the School District.
4. Any Officer assigned to provide police protection in or around the School District pursuant to the terms of this agreement, shall concentrate his or her efforts in or around the school District and shall not be utilized by the City outside of said area, except in cases of general public emergencies, civil disturbances, or priority dispatches, or general inter-municipal cooperation in a search and apprehension in a general inter-municipal cooperative law enforcement effort. The SRO will work on developing relationships with students, teachers, administrators, parents, and other local community members.
5. The SRO assigned to work at the School District will enforce applicable State Laws. Any Officer assigned to provide police protection pursuant to this agreement shall not be utilized by the City and/or the School District for functions or duties other than those related to the police protection described in the agreement.
6. The Resource Officer shall be directly accountable to the City in connection with the performance of law enforcement duties of this agreement. The School District shall be involved in the selection process of the officer who is selected to serve as the School Resource Officer; however, the City shall make the final determination as to who serves as the School Resource Officer.
7. The School District agrees to indemnify and hold harmless the City, if sued for actions or inactions of the City and/or Officer assigned pursuant to this agreement that occur during the performance of duties related to this agreement.

8. This agreement can be terminated by the School District or City for any reason, with a ninety (90) day notice, in writing, to the other party. No costs or termination fees will be associated or incurred due to the termination of this contract and no party will be required to pay restitution for any losses claimed for the termination of the contract, so long as the ninety (90) day notice requirement is met.
9. Neither party may assign this agreement or its rights, duties, or obligations under this agreement without the other party's prior written consent.

10. Miscellaneous

- a. Any notice or other communication required or desired to be given under this agreement shall be deemed effectively given when personally delivered or mailed to the addresses of the signatories listed below.
- b. This agreement may not be modified or amended except in writing signed by the parties. It shall not be affected by any course of dealing. The captions are for reference only and shall not affect its interpretation. The recitals are an integral part of the agreement.
- c. The parties represent, warrant and agree that they have had the opportunity to receive independent legal advice from their attorneys with respect to the advisability of entering into this agreement and are signing this agreement after having been fully advised as to its effect. This agreement shall be construed as if mutually drafted.
- d. This agreement shall be governed by the laws of the state of Michigan. To the extent permitted by law, the jurisdiction and venue for any action brought pursuant to, arising from, or enforce any provision of this agreement shall be solely in the state courts in Berrien County, Michigan.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and date first above written.

BUCHANAN AREA SCHOOLS

ATTEST:

Dated: _____

Dated: _____

Patricia Robinson, Superintendent
Buchanan Area Schools

Kelly Lesch, Secretary
Buchanan School Board

CITY OF BUCHANAN

ATTEST:

Dated: _____

Dated: _____

Sean Denison, Mayor
City of Buchanan

Heather Grace, City Manager
City of Buchanan