

RESOLUTION NO. 2019 - 32

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AND PERFORM A CERTAIN AGREEMENT; AND FOR OTHER PURPOSES**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEARCY, TO-WIT:

WHEREAS, the City of Searcy has been presented a certain agreement associated with the operations of the City of Searcy or that have an impact upon the residents of the City of Searcy, namely an agreement with:

- The Searcy Special School District to provide School Resource Officers ("SRO") to certain schools within the school district for the 2019-2020 school year.

(collectively, the "Agreement") copies of which have been submitted to the Searcy City Council (see Exhibit "A" attached hereto); and

WHEREAS, the City of Searcy wishes to approve the execution of, ratify the terms of and perform under the conditions contained in, the Agreement.

NOW, THEREFORE, be it resolved by the City Council of the City of Searcy, Arkansas, to-wit:

Section 1. That the Searcy City Council approves and ratifies the terms, conditions and obligations of the Agreement.

Section 2. That the Searcy City Council authorizes and directs the Mayor and City Clerk to execute and perform under the terms of, the Agreement.

Section 3. That the Mayor is authorized to take all actions determined to be necessary, in the sole and exclusive determination of the Mayor, in the performance of all obligations, duties and responsibilities associated with the Agreement.

Section 4. That Resolution Number 2019-28 that was adopted by the Searcy City Council on the 8th day of October, 2019, is hereby repealed due to a scrivener's error.

PASSED AND ADOPTED this 12th day of November, 2019.

/s/ Kyle Osborne
Mayor of Searcy

ATTEST:

/s/ Jerry Morris
City Clerk

EXHIBIT A
THE SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT
2019-2020 SCHOOL YEAR

This Agreement made and entered into this ___ day of _____, 2019, by and between the CITY OF SEARCY and the SEARCY SPECIAL SCHOOL DISTRICT.

GOALS AND OBJECTIVES

1. Establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in student development.
2. Maintain a safe and secure environment on campus, which will be conducive to learning.
3. Promote positive attitudes regarding the police role in society and to inform students of their rights and responsibilities as lawful citizens.

A. EMPLOYMENT AND ASSIGNMENT OF SCHOOL RESOURCE OFFICER

1. The City of Searcy agrees to provide a School Resource Officers ("SRO") to the following schools:
 - Searcy High School
 - Searcy Ahlf Junior High School
 - Searcy Southwest Middle School
 - One to rotate between the three elementary schools.
2. The Searcy Police Department and the Principal shall select the SRO and assign the officers to the schools.
3. In the event the SRO is absent from work, the SRO is to notify both his/her supervisor at the police department and the principal at the school to which the SRO is assigned. The Police Department agrees to assign an SRO substitute subject to availability and requested by the principal.
4. SROs shall remain employees of the Searcy Police Department and shall not be employees of the Searcy Special School District. The Searcy Special School District acknowledges that all SROs shall be solely responsive to the command of the Searcy Police Department.

B. HOURS AND SPECIAL EVENTS

1. Each SRO shall be assigned to a school on a full time basis (with the exception of the officer rotating between the elementary schools. The SROs shall be on duty at their assigned schools thirty minutes prior to schools' start and thirty minutes after schools' dismissal. During regular hours, SROs may be off campus performing such tasks as may be required by their

assignment (Court / Truancy Office /Arrest).

2. SROs who enter contractual agreements with the Searcy Special School District for coaching duties, after school programs, or teaching shall be paid by the Searcy Special School District.
3. All SROs shall wear their class "A" uniform or a uniform of the day approved by the Chief of Police and carry their duty weapon while at school except on designated casual days.

C. DUTIES OF THE SCHOOL RESOURCE OFFICER

1. The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on campus.
2. The SRO shall present programs on various topics to students, to include a basic understanding of law, role of law enforcement, drug awareness, anger management and the mission of law enforcement.
3. The SROs are encouraged to interact with students on an individual basis and in small groups.
4. The SROs shall be available for conferences with teachers, parents and faculty.
5. The SRO shall be familiar with agencies and resources that offer assistance to youth and their families and shall make referrals to agencies when necessary.
6. The SRO is authorized to take law enforcement action when necessary.
7. The SRO shall notify the principal of the school about any law enforcement actions taken.
8. Where possible, the SRO shall notify the principal before removing a student from school.
9. At the principal's request, the SRO may take law enforcement action against intruders and unwanted guests who appear on school property.
10. The SRO shall conduct investigations of crimes which occur on school premises and use other resources, if needed, for follow up investigations.
11. The SRO will turn in a weekly summation report to the SRO supervisor at the end of every week.
12. The SRO **shall not** be used as a school disciplinarian with respect to violation of school rules. If the principal believes an incident constitutes a violation of the law, the principal shall notify the SRO.
13. The SRO will not participate in the conduct of an administrative search by the

school authorities unless the principal or school personnel fear for their safety.

14. The SRO shall not be responsible for enforcement of school rules and policies other than state law and should report violations of school rules to the school principal as soon as possible.
15. The SRO shall follow the School Resource Officer Confiscation Procedure when confiscating drugs from students on school property.

D. RIGHTS AND DUTIES OF THE SCHOOL BOARD

The Searcy Special School District shall provide to the full time SRO the following materials and facilities, which are deemed necessary to the performance of the SRO.

1. Access to an air-conditioned and properly lighted private office containing a telephone line to be used for general business purpose.
2. A desk with drawers, a chair, and a filing cabinet, which can be locked.
3. Access to a computer terminal or computer hookup.

The Searcy Police Department will supply the officers with the usual and customary office supplies and forms required in performance of their duty.

E. DISMISSAL OF SRO

1. In the event the principal of the school to which the SRO is assigned feels that the particular SRO is not effectively performing his or her duties and responsibilities, the principal shall contact the SRO supervisor. Within a reasonable amount of time after receiving the information from the principal, the SRO supervisor shall advise the Chief of Police of the principal's request. If the Chief of Police desires, the principal and the Chief of Police or their designees, shall meet with the SRO to mediate or resolve any problems, which may exist.
2. The Chief of Police may dismiss or reassign a SRO based upon Searcy Police Department's rules, regulations and General Orders.

F. FEES

1. The Searcy Special School District shall pay the City of Searcy \$50,000.00 per semester.
2. The Searcy Police Department shall invoice the Searcy Special School District for payment at the end of each school semester.

This Agreement shall be effective for the 2019-20 school year, notwithstanding a later execution thereof.

This agreement constitutes a final written expression of all the terms of this Agreement and is complete and is an exclusive statement of those terms.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers, as of the day and date first above written. Signed, sealed, and delivered in the presence of:

SEARCY SPECIAL SCHOOL DISTRICT

By: _____
Diane Barrett, Superintendent

CITY OF SEARCY

By: _____
Mayor of Searcy

Police Chief

ATTEST:

City Clerk