

SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement made this _____ day of _____, 2021.

BETWEEN:

Lacombe Police Service
(hereinafter referred to as the "Police Service")

OF THE FIRST PART

- and -

Lacombe County
(hereinafter referred to as the "County")

OF THE SECOND PART

- and -

City of Lacombe
(hereinafter referred to as the "City")

OF THE THIRD PART

WHEREAS the Police Service is prepared to provide the services of a police officer to act as a school resource officer; and

WHEREAS the City has established an agreement with the Wolf Creek School Division to provide the service in exchange for partial funding of the school resource position; and

WHEREAS the Police Service, the County and the City wish to enter into a partnership for the purpose to maintain a full time School Resource Officer position; and

WHEREAS the City and the County have agreed to share the cost of a full time Police Officer to act as a School Resource Officer;

NOW THEREFORE the parties, in consideration of the mutual covenants and agreements as hereinafter set forth, do agree as follows:

1. Term

1.1. The effective date of this Agreement ("Effective Date") shall be the first day of January 2021 and shall terminate three years from the Effective Date unless renewed in accordance with Article 1.3.

1.2. In the event that the Wolf Creek School Division no longer agrees to support the SRO

program with partial funding of the position, the City shall immediately notify the County, and this agreement shall terminate with 90 days notice.

- 1.3. The agreement will automatically be renewed for one year periods unless either party gives written notice of cancellation to the other party(s) not less than 90 days prior to the expiry date of this Agreement or any renewal term, as the case may be, upon which expiry date this Agreement shall terminate.

2. Scope

- 2.1. During the school year the primary role of the School Resource Officer is to act as a School Resource Officer primarily focused on the Wolf Creek School Division schools in the City of Lacombe. These schools are Ecole James S. McCormick School, Ecole Lacombe Upper Elementary School, Ecole Lacombe Junior High School, Ecole Secondaire Lacombe Composite High School, Lacombe Outreach School, Terrace Ridge School and Wolf Creek Academy.
- 2.2. The scope of work outside of the normal school year or during extended breaks during the school year will be determined by the Lacombe Police Service.

3. Funding and Payment

- 3.1. The City and the County will contribute equally to the annual net cost for a School Resource Officer.
- 3.2. The Lacombe Police Service will hire and administer the individual hired to fulfill the role of School Resource Officer.
- 3.3. The School Resource Officer will report to and be under the supervision of the Chief of Police of the Lacombe Police Service.
- 3.4. The County will upon receipt of invoice from the City will reimburse the City for twenty-five (25) percent of the net cost of the salary and benefits of a First-Class Constable.
- 3.5. The City will pay for twenty-five (25) percent of the net cost of the salary and benefits of a First-Class Constable.
- 3.6. The County will be invoiced annually in September each year.
- 3.7. Where the position remains unfilled due to a vacancy in staffing of the position, the contribution required of the County shall be reduced proportionately to the time that the position is filled.

4. Allocation of School Resource Officer Time

- 4.1. During the normal school year, the allocation of time for the School Resource Officer shall be determined by the Chief of Police in consultation with Wolf Creek School Division, who will take into consideration:
 - 4.1.1. Needs of the school;
 - 4.1.2. Enrolment of schools participating in the program;

- 4.1.3. Consultation with Principals;
- 4.1.4. Consultation with School Resource Officer.

4.2. For certain events, including such things as school dances and major sporting events, the School Resource Officer may adjust the hours and days of work, where possible and as approved by the Lacombe Police Service, in order to attend these functions.

5. Notices

5.1. Unless otherwise stated in this Agreement, all notices and correspondence exchanged between the Lacombe Police Service, the County, and the City to fulfill the obligations of this Agreement shall be sent by the following methods: confirmed facsimile, personal deliver, mail, electronic mail (email) or courier to:

Lacombe Police Service
Office of the Chief of Police
5301 Wolf Creek Drive
Lacombe, AB T4L 2H9
Phone: 403-782-3279
Fax: 403-782-7377

Lacombe County
Office of the County Manager
RR3
Lacombe, Alberta T4L 2N3
Phone: 403 782-6601
Fax: 403-782-3820
info@lacombecounty.com

City of Lacombe
Office of the CAO
5432 56 Avenue
Lacombe AB
T4L 1E9
Phone: 403-782-6666
Fax: 403-782-5655
mail@lacombe.ca

5.2. Unless otherwise stated in this Agreement, any notice or correspondence given in the manner set out above shall be deemed given if and when personally delivered or mailed, five business days after posting. Any notice or correspondence transmitted by confirmed facsimile transmission shall be deemed given and received on the date of transmission if received during normal business hours of the recipient and on the first business day after its transmission if it is received after the end of normal business hours on the date of its transmission. Any notice or correspondence sent by courier shall be deemed to be received the next business day after being sent.

6. Additional Terms

6.1. Amendments: No amendment, modification, or recession of the Agreement shall be effective unless set forth in writing and signed by a duly authorized representative of each party.

6.2. Entire Agreement: This Agreement, including any attached schedules, constitutes the entire Agreement between Lacombe Police Service, Lacombe County and the City of Lacombe pertaining to the subject matter, and supersedes all prior agreements, understandings, negotiations, representations, and discussions whether oral or written. The consideration stated herein is the sole consideration and inducement for the execution of this Agreement.

6.3. Enurement: This Agreement shall enure to the benefit of and be binding upon the parties and their successors and permitted assigns.

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

CITY OF LACOMBE

LACOMBE COUNTY

Mayor

Reeve

CAO

County Manager

LACOMBE POLICE SERVICE

Chair, Lacombe Police Commission

Chief of Police