

**JEFFERSON COUNTY PUBLIC SCHOOLS  
CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES**

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Louisville/Jefferson County Metro Government, acting by and through its Louisville Metro Police Department (hereinafter "Contractor"), with its principal place of business at 633 West Jefferson Street, Louisville, Kentucky 40202.

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

ARTICLE I

Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

ARTICLE II

Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

The contractor shall provide twelve (12) School Resource Officers for the 2012-13 school years pursuant to the 2004 COPS in Schools grant. The School Resource Officers shall perform such services as described in the May 17, 2004 Agreement between Contractor and the Board, which is attached and incorporated herein. The Board shall pay one-half the cost of the School Resource Officers to a maximum cost of \$152,900.00. The Board shall pay Contractor based on December, March, and June billings.



### ARTICLE III Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	<u>\$152,900.00</u>
Progress Payments (if not applicable, insert N/A):	<u>December, March, and June</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>General Fund</u>

### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on July 1, 2012 and shall complete the Services no later than June 30, 2013, unless this Contract is modified as provided in Article VIII.

### ARTICLE V Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor's employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

To the extent permitted by Kentucky law, Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the Contractor

himself, in connection with the negligent performance of this Contract by the Contractor and its employees while working within in the scope of their employment. This provision survives termination of this Contract. Contractor agrees that it will not utilize any supplier, contractor, or subcontractor to furnish work, services, or materials to Contractor in connection with the performance of this Contract.

Pursuant to Ordinance No. 11, Series 2003, the Contractor is self-insured for all properly asserted General Liability, Automobile Liability and Police Professional Liability claims brought against it to which the Contractor does not otherwise have a legal defense. In addition, the Contractor agrees to keep in full force and effect Excess Self Insurance coverage for all properly asserted claims brought against it to which the Contractor does not otherwise have a legal defense, covering Bodily Injury, Property Damage, and Personal Injury Liability under the "Louisville Area Governmental Self Insurance Trust," as long as such coverage is available. The Limit of Liability provided by such Excess coverage shall be at least \$5,000,000.00 per Occurrence under a Combined Single Limit format. The Contractor agrees to provide the Board with a Certificate of Self Insurance from the Louisville Area Governmental Self Insurance Trust, if requested.

Metro Government maintains and appropriates funds for the Self-Insurance Program for Workers' Compensation coverage for Metro Government employees. Metro Government is in compliance with KRS 342.340 of the Workers' Compensation Act and has received the Certificate of Self-Insurance as proof of ability to pay workers' compensation claims.

#### ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, religion, or political opinion or affiliation. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

#### ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

#### ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

ARTICLE IX  
Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

ARTICLE X  
Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE XI  
Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII  
Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

ARTICLE XIII  
Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the

appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

#### ARTICLE XIV Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

#### ARTICLE XV Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of May 14, 2013.

Contractor's Social Security Number or Federal Tax ID Number: 32-0049006

JEFFERSON COUNTY BOARD OF  
EDUCATION

Louisville/Jefferson County Metro  
Government  
CONTRACTOR

By: \_\_\_\_\_

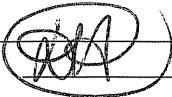
By:  4/26/13

Title: Donna M. Hargens, Ed.D.  
Superintendent

Title: Steve Conrad  
Chief of Police



Cabinet Member: Dewey Hensley

  
(Initials)

Jefferson County Public Schools  
**NONCOMPETITIVE NEGOTIATION  
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —

State the date the emergency was declared by the superintendent: \_\_\_\_\_

2. There is a single source for the items within a reasonable geographic area —

Explain why the vendor is a single source: SRO Services Offered Through Police Department

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service: \_\_\_\_\_

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —

State the item(s): \_\_\_\_\_

5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —

State the type(s) of item(s): \_\_\_\_\_

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

State the item(s): \_\_\_\_\_

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location: \_\_\_\_\_

8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —

Explain the logic: \_\_\_\_\_

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

State the items: \_\_\_\_\_

**I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.**

Jack Jacobs

Print name of person making Determination

Alternative Schools, Pupil Personnel, and Safety  
School or Department

Jack M. Jacobs  
Signature of person making Determination

4-30-13  
Date

Louisville/Jefferson County Metro Government  
Name of Contractor (Contractor Signature Not Required)

12323  
Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations

F-471-1

Revised 05/2011

**Agreement Between  
Louisville Metro Police  
and  
Jefferson County Public Schools  
for  
The School Resource Officer Program**

This agreement made and entered into on this 17<sup>th</sup> day of May, 2004, by and between Louisville Metro Police and Jefferson County Public Schools.

***A. Mission Statement***

The School Resource Officer (SRO) is a community policing approach practiced in a school environment. The school is the police officer's beat and community. The exclusive focus on the physical and social territory of the school is an important aspect of the SRO concept. Unlike police officers who respond to school problems as a result of a 911 call by school personnel, the SRO knows the school's physical layout and is aware of who belongs on school property and who does not. The SRO wears the police uniform and weapon while on duty in the school.

**Goals and Objectives**

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

The Louisville Metro Police in collaboration with Jefferson County Public Schools shall select the School Resource Officers and assign each to selected schools. The School Resource Officers will meet the Goals and Objectives through established guidelines.

***B. Description of General Duties***

School Resource Officers have three main functions: law enforcement officer, law-related educator, and advisor. First as a law enforcement officer, the SRO maintains a safe and secure school environment in which "...teachers feel safe to teach and students feel safe to learn." Second, as a law related educator, the SRO conducts classroom presentations pertaining to law related topics, and in doing so, informs students and promotes positive attitudes regarding the role of police in society. Last, the SRO acts as an advisor to students, parents, teachers and staff on issues related to law enforcement, substance abuse, delinquency, violence and other law related topics. The SRO may talk with students, parents, teachers, and staff about their problems and help them find possible solutions. When necessary, the SRO may make referrals to counselors or appropriate social service agencies for additional assistance.



Louisville Metro Police & Jefferson County Public Schools  
COPS in Schools Grant Application  
Memorandum of Understanding  
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**C. Desired Outcomes**

The goals of the SRO program are to maintain a safe and secure environment on campus, establish a positive working relationship with school staff and students to prevent juvenile delinquency and assist in student development, and promote positive attitudes regarding the police. One of the most effective ways for an SRO to accomplish the goals of the program is to be a positive role model. Students learn from every interaction they have with an SRO. It is essential for an SRO to be a positive role model who endorses high moral standards, uses good judgment and discretion, is consistent and fair, respects all students, and displays a sincere concern for the school community. School Resource Officers must maintain a professional appearance; be visible, accessible, and willing to talk to students; attend and participate in school activities; interact positively with students and the community, taking their concerns seriously; and maintain a positive relationship with the faculty and administrators.

**D. Receipt and Disbursement of Grant Funds**

The Louisville Metro Police and Louisville-Jefferson County Metro Government agree to act as fiscal agent and assume responsibility for receipt and disbursement of grant funds.

**E. Programmatic Reporting**

The Jefferson County Public Schools and the Louisville Metro Police will be responsible for program reporting as required by the COPS Office.

**F. Financial Reporting**

The Louisville Metro Police and Louisville-Jefferson County Metro Government agree to assume responsibility for required financial reporting to the COPS Office.

**G. Information Sharing**

Jefferson County Public Schools agrees to share any and all information, which will ensure the success of the program within the confines of the Family Education Rights and Privacy Act (FERPA).

**H. Supervision Responsibility and Chain of Command for the SRO**

School resource officers shall remain employees of the Louisville Metro Police and shall not be employees of the Jefferson County Public School system. The SRO reports to their Community Relations Sergeant. All law enforcement related paperwork is submitted to the Community Relations Sergeant.

At the principal's request the SRO can take law enforcement action against intruders and unwanted guests who appear on school property.

The SRO shall conduct investigations of crimes, which occur at their assigned school and use other resources if needed for follow-up investigations.

## Louisville Metro Police &amp; Jefferson County Public Schools

## COPS in Schools Grant Application

## Memorandum of Understanding

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The SRO will submit a weekly summation report of SRO activity to the SRO Jefferson County Public Schools coordinator at the end of every week.

*I. Decision-Making Authority Regarding Enforcement of Applicable Laws and Procedures by the SRO*

The SRO shall not be used as a school disciplinarian. If the principal believes an incident is a violation of the law, they may contact the SRO to determine if law enforcement action is needed.

The SRO cannot be present when a principal conducts an administrative search, unless the principal or school personnel fear for their safety.

The SRO cannot enforce school rules and policies.

The SRO shall follow the School Resource Officer Confiscation Procedure when confiscating drugs from students on school property.

The SRO shall follow the guidelines of the KRS and KAR, and School Board Policy in regards to investigations, interviews and searches relating to juveniles.

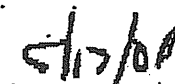
*J. Evaluation of the Program/Grant Project*

The effectiveness of the program will be detailed in a scheduled process evaluation meeting between the principal of the school and the SRO. The summative yearly evaluation meeting will take place at the close of each school year involving the Chief of Police and the Executive Director of Student Relations and Safety of the Jefferson County Public Schools.

My signature certifies that the SROs deployed in the schools as a result of receiving COPS in Schools grant will spend at least 75 percent of his/her time in and around primary or secondary schools.



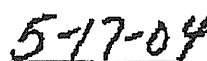
Robert C. White  
Chief  
Louisville Metro Police



Date



Stephen C. Daeschner  
Superintendent  
Jefferson County Public Schools



Date