

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE SCHOOL OF THE OSAGE (DISTRICT) AND THE CITY OF OSAGE BEACH (CITY) FOR SERVICES OF A SCHOOL RESOURCE OFFICER (SRO).

WHEREAS, the DISTRICT desired the services of a School Resource Officer (SRO) in its schools; and

WHEREAS, the CITY desires to provide SRO services for the DISTRICT; and

WHEREAS, the Community in general benefits from programs that involve “law enforcement in schools”; and

WHEREAS, the DISTRICT and the CITY have a history of cooperation in providing quality service to the citizens of our communities;

WHEREAS, the DISTRICT and the CITY are committed to the SRO PROGRAM:

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE SCHOOL DISTRICT AND THE CITY OF OSAGE BEACH AS FOLLOWS:

Section 1. The objective of the SRO PROGRAM is to assist the DISTRICT in providing a safe environment for the students, staff and citizens who interact with the DISTRICT. The SCHOOL RESOURCE OFFICER will respond to the needs of the various DISTRICT schools and will regularly contact and assist the staff and students. The functions of the SRO will include, but not be limited to:

- a. serving as a problem-solving resource for the students, faculty and staff.
- b. supporting enforcement of DISTRICT policies and guidelines related to security and safety issues.
- c. providing assistance to the DISTRICT in dealing with individuals and/or conditions which may pose a threat to DISTRICT personnel, students and/or property.
- d. providing patrol activities and performing other duties that are requested by the District and deemed appropriate by the OSAGE BEACH POLICE DEPARTMENT.
- e. coordinating law enforcement functions with support units of the OSAGE BEACH POLICE DEPARTMENT.
- f. providing a liaison among the CITY and other community agencies to offer assistance to the school community, such as guest speakers, special presentations, etc.

Section 2. The DISTRICT and POLICE DEPARTMENT will work collaboratively to evaluate the SRO job description, qualifications, and criteria for evaluating the SRO assigned by the DISTRICT.

Section 3. The POLICE DEPARTMENT shall have one uniformed officer assigned to the DISTRICT where he/she functions as the “School Resource Officer”. The officer assigned to the program shall be selected jointly by the DISTRICT and the POLICE DEPARTMENT.

- a. The officer performing these services shall be considered an employee of the CITY and said officer shall follow the policies and procedures of the CITY. The SRO shall report to the Sergeant that is

assigned as the liaison between the CITY and the DISTRICT. The District shall designate an individual staff member as the SRO's primary point of contact between the District and the SRO. The District shall inform the SRO of any temporary substitutes when the primary point of contact is unavailable.

- b. The POLICE CHIEF shall designate a supervisor of the rank of sergeant or above who shall function as a liaison between the DISTRICT and the DEPARTMENT. This liaison will work with the individuals designated by the DISTRICT to develop specific operational procedures to facilitate the goals of the program. The DEPARTMENT liaison and the DISTRICT representative will meet regularly to monitor and evaluate the progress of the program. The DEPARTMENT liaison will not be assigned to the DISTRICT.
- c. The DISTRICT shall have primary services of the SRO throughout the regular school year, with the understanding that the assigned officer performs other SRO/Juvenile Officer functions "as needed" by the POLICE DEPARTMENT.
- d. The SRO's work hours shall be forty-two hours per week, 7:15 a.m. to 3:45 p.m., Monday through Thursday, and 7:15 a.m. to 2:45 p.m. on Friday. Duty hours may be modified based upon need, and agreeable to both the DISTRICT and POLICE DEPARTMENT.
- e. The POLICE DEPARTMENT reserves the right to call the SRO into service during any emergency or disaster.

Section 4. This agreement shall be for one (1) year, commencing on August 1, 2019 and ending on July 31, 2020, with option to renew annually for up to two (2) years. The SRO assigned to duty on the District premises shall be present for the fall and spring semesters and other school events as agreed.

Section 5. The DISTRICT shall pay the CITY \$36,744 (Thirty-Six Thousand, Seven Hundred and Forty-Four Dollars) annually on or before August 1 as reimbursement for the SRO services contemplated herein for this agreement. The parties shall set the payment due for any renewal of the Agreement based on the figure determined by a calculation of 75% of a three-year police officer's salary and benefits for that renewal term.

Section 6. The CITY will maintain that the SRO is a duly licensed authorized law enforcement official under the laws of the State of Missouri.

Section 7. Either party may terminate this agreement by giving a thirty (30) day written notice to the individuals signing said agreement.

Section 8. This agreement acknowledges that this is a general outline of resources the CITY will provide but is not intended to create any liability or duty on part of the CITY to provide law enforcement protection beyond its normal duties.

Section 9. It is acknowledged that both the CITY and the DISTRICT are insured for the purposes of general liability and professional liability.

Section 10. The City should provide the District with a clear criminal and child abuse check prior to assuming his/her duties.

Section 11. The City and the District are independent contractors under proposal.

Section 12. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: July 2, 2019

READ SECOND TIME: July 18, 2019

I hereby certify that Ordinance No.19.48 was duly passed on July 18, 2019, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: 5

Nays: 0

Abstentions: 0

Absent: 1

This Ordinance is hereby transmitted to the Mayor for his signature.

July 18, 2019  
Date

Tara Berreth  
Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker  
Edward B. Rucker, City Attorney

I hereby approve Ordinance No.19.48.

John Olivarri  
John Olivarri, Mayor

July 18, 2019  
Date

Tara Berreth  
Tara Berreth, City Clerk

**CITY OF OSAGE BEACH - SCHOOL OF THE OSAGE  
SCHOOL RESOURCE OFFICER (SRO) PROGRAM AGREEMENT**

This agreement, entered into on July 18, 2019, by and between the SCHOOL OF THE OSAGE (DISTRICT) and the CITY OF OSAGE BEACH (CITY); witnessed that;

WHEREAS, the DISTRICT desired the services of a School Resource Officer (SRO) in its schools; and

WHEREAS, the CITY desires to provide SRO services for the DISTRICT; and

WHEREAS, the Community in general benefits from programs that involve "law enforcement in schools"; and

WHEREAS, the DISTRICT and the CITY have a history of cooperation in providing quality service to the citizens of our communities;

WHEREAS, the DISTRICT and the CITY are committed to the SRO PROGRAM:

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE SCHOOL DISTRICT AND THE COUNTY AS FOLLOWS:

1. The objective of the SRO PROGRAM is to assist the DISTRICT in providing a safe environment for the students, staff and citizens who interact with the DISTRICT. The SCHOOL RESOURCE OFFICER will respond to the needs of the various DISTRICT schools and will regularly make contact with and assist the staff and students. The functions of the SRO will include, but not be limited to:
  - a. serving as a problem-solving resource for the students, faculty and staff.
  - b. supporting enforcement of DISTRICT policies and guidelines related to security and safety issues.
  - c. providing assistance to the DISTRICT in dealing with individuals and/or conditions which may pose a threat to DISTRICT personnel, students and/or property.
  - d. providing patrol activities and performing other duties that are requested by the District and deemed appropriate by the OSAGE BEACH POLICE DEPARTMENT.
  - e. coordinating law enforcement functions with support units of the OSAGE BEACH POLICE DEPARTMENT.
  - f. providing a liaison among the CITY and other community agencies to offer assistance to the school community, such as guest speakers, special presentations, etc.
  
2. The DISTRICT and POLICE DEPARTMENT will work collaboratively to evaluate the SRO job description, qualifications, and criteria for evaluating the SRO assigned by the DISTRICT.

3. The POLICE DEPARTMENT shall have one uniformed officer assigned to the DISTRICT where he/she functions as the "School Resource Officer". The officer assigned to the program shall be selected jointly by the DISTRICT and the POLICE DEPARTMENT.

- a. The officer performing these services shall be considered an employee of the CITY and said officer shall follow the policies and procedures of the CITY. The SRO shall report to the Sergeant that is assigned as the liaison between the CITY and the DISTRICT. The District shall designate an individual staff member as the SRO's primary point of contact between the District and the SRO. The District shall inform the SRO of any temporary substitutes when the primary point of contact is unavailable.
- b. The POLICE CHIEF shall designate a supervisor of the rank of sergeant or above who shall function as a liaison between the DISTRICT and the DEPARTMENT. This liaison will work with the individuals designated by the DISTRICT to develop specific operational procedures to facilitate the goals of the program. The DEPARTMENT liaison and the DISTRICT representative will meet regularly to monitor and evaluate the progress of the program. The DEPARTMENT liaison will not be assigned to the DISTRICT.
- c. The DISTRICT shall have primary services of the SRO throughout the regular school year, with the understanding that the assigned officer performs other SRO/Juvenile Officer functions "as needed" by the POLICE DEPARTMENT.
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- e. The POLICE DEPARTMENT reserves the right to call the SRO into service during any emergency or disaster.

4. This agreement shall be for one (1) year, commencing on August 1, 2019 and ending on July 31, 2020, with option to renew annually for up to two (2) years. The SRO assigned to duty on the District premises shall be present for the fall and spring semesters and other school events as agreed.

5. The DISTRICT shall pay the CITY \$36,744 (Thirty-Six Thousand, Seven Hundred and Forty-Four Dollars) annually on or before August 1 as reimbursement for the SRO services contemplated herein for this agreement. The parties shall set the payment due for any renewal of the Agreement based on the figure determined by a calculation of 75% of a three-year police officer's salary and benefits for that renewal term.

6. The CITY will maintain that the SRO is a duly licensed authorized law enforcement official under the laws of the State of Missouri.

7. Either party may terminate this agreement by giving a thirty (30) day written notice to the individuals signing said agreement.

8. This agreement acknowledges that this is a general outline of resources the CITY will provide but is not intended to create any liability or duty on part of the CITY to provide law enforcement protection beyond its normal duties.

9. It is acknowledged that both the CITY and the DISTRICT are insured for the purposes of general liability and professional liability.

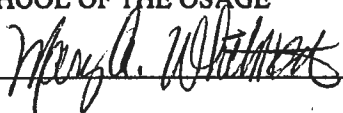
10. The City should provide the District with a clear criminal and child abuse check prior to assuming his/her duties.

11. The City and the District are independent contractors under proposal.

IN WITNESS WHEREOF, we have hereunto set our hands this 18<sup>th</sup> day of July, 2019

SCHOOL OF THE OSAGE

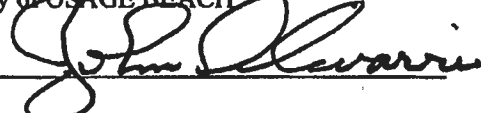
By



School Board President

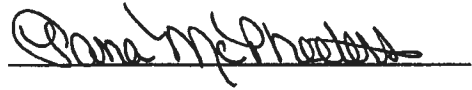
City of OSAGE BEACH

By



City of Osage Beach

Attest



Board Secretary

Attest



City Clerk