

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18237

Sponsor(s): James D. Tindall

Date: August 12, 2013

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: A resolution to authorize the Jackson County Executive to execute a Cooperative agreement with the Fort Osage School District for a School Resource Officer at the Fort Osage High School.</p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): 17370 09/20/2010 17612 06/20/2011 17957 09/04/2012</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Sgt. Gregg De Mo 816-524-4302 ext.72218</p>										
<p>REQUEST SUMMARY</p>	<p>Authorize the Jackson County Executive to execute a Cooperative Agreement with the Fort Osage School District to fund the salary and equipment of the School Resource Officer in the Fort Osage High School. The term of the contract is July 1 2013 through June 30 2014.</p> <p>This will be an ongoing agreement until one of the party's wish to discontinue it.</p>										
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
<p>ATTACHMENTS</p>	<p>School Resource Officer Cooperative Agreement</p>										

REVIEW	Department Director: <i>Michelle Sep</i>	Date: <i>8/5/13</i>
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: <i>[Signature]</i>	Date: <i>8/5/13</i>
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

SCHOOL RESOURCE OFFICER COOPERATIVE AGREEMENT

WHEREAS, JACKSON COUNTY, MISSOURI (hereinafter "County") and the FORT OSAGE R-1 SCHOOL DISTRICT (hereinafter "District") mutually desire to enter into an Agreement whereby the OFFICE OF THE SHERIFF OF JACKSON COUNTY, MISSOURI (hereinafter "Sheriff") will provide and manage a School Resource Officer (hereinafter "SRO") program in the District, and whereas the parties further desire to set forth the specific terms and conditions of the services to be performed and provided:

NOW THEREFORE, the parties hereto agree as follows:

I. Term of Agreement

- A. The term of this Agreement commences on July 1, 2013, and ends on June 30, 2014.

II. Employment and Assignment of SRO

- A. The Sheriff agrees to employ one SRO. The SRO shall be an employee of the Sheriff and shall be subject to the administration, supervision, and control of the Sheriff and Jackson County, except as such administration, supervision and control are subject to the terms and conditions of this Agreement.
- B. The Sheriff agrees to provide and to pay the SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the County, including but not necessarily limited to: sick leave, annual leave, retirement compensation, disability, salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance. The SRO shall be subject to all other personnel policies and practices of the County and the Sheriff except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.
- C. The Sheriff, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO. However, the Sheriff will consider any reasonable request of the District to replace the SRO.
- D. The SRO shall be assigned to the District by the Sheriff and within the District at the discretion of the Superintendent of Schools or his designee. Specific assignment of duties within the District shall be made by the Superintendent of Schools or his designee.

- E. In the event the SRO is absent from work, the SRO shall notify both his/her supervisor in the Sheriff's Office and the principal or the principal's office of the school to which the SRO is assigned.
- F. While assigned to the District, the SRO will adhere to its policies, regulations and procedures.

III. Supplies and Equipment

- A. The Sheriff agrees to provide the SRO with the following:
 - 1. Standard uniform and uniform accessories;
 - 2. A standard patrol vehicle for which the Sheriff agrees to:
 - a. Provide all necessary maintenance;
 - b. Pay for gasoline, oil, replacement tires and other expenses associated with its operation;
 - c. Purchase and maintain comprehensive general auto liability insurance in an amount not less than the coverage recommended by the Risk Manager for the County; and,
 - d. A standard issue pistol and rounds of ammunition.
- B. The District agrees to provide the SRO with the following:
 - 1. The usual and customary office supplies and forms required in the performance of duties; and,
 - 2. A private office within the school, accessible by the students.

IV. Payment

- A. District agrees to pay the County the yearly amount of \$79,653.91 for the services rendered by the SRO.
- B. Payment shall be made in twelve equal monthly installments in the amount of \$6,637.83. Said payment shall be made in the month following the month in which services were rendered, within five (5) days of District's receipt of Sheriff's monthly invoice, beginning August 2013. For any payment not received by the County as required by this Agreement, after providing written notice to the District, the Sheriff

shall have the authority to remove the SRO from service for that month until payment is received.

V. Sovereign Immunity

Nothing in this Agreement shall be construed as a waiver of any governmental immunity including sovereign immunity or official immunity available to the parties or their agents. The parties hereby expressly reserve all immunities available under Missouri law.

VI. Goals and Objectives

- A. It is understood and agreed that the County officials share the following goals and objectives with regard to the SRO Program in the schools:
1. To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies;
 2. To encourage the SRO to attend extra-curricular activities held at schools, when possible, such as PTA meetings, athletic events, concerns, etc.;
 3. To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots;
 4. To report serious crimes which occur on campus and to cooperate with the law enforcement officials in their investigations;
 5. To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus; and,
 6. To provide traffic control at schools when deemed necessary for the safety and protection of students and the general public.

VII. Duty Hours

- A. The maximum number of hours that a SRO shall be on duty in a calendar week shall be 60 hours, and the minimum shall be 40 hours. Specific SRO duty hours at a particular school shall be set by mutual agreement between the District, at the

direction of the principal of the school to which the officer is assigned, and the Sheriff, by the officer in charge of the SRO Program.

- B. The SRO shall be on duty at his/her respective school from 7:00 a.m. until 3:00 p.m. unless modified by the mutual agreement between the Sheriff and the District. The remainder of the officer's workweek shall be assigned to provide afternoon and/or evening security at school events and/or to pursue criminal investigations of school-related crimes.
- C. It is understood and agreed that time spent by an SRO attending juvenile court and/or criminal cases arising from and/or out of his/her employment as a SRO shall be considered as hours worked under this Agreement.
- D. If, in the event of an emergency, the SRO is ordered by the Sheriff to leave his/her school duty station during normal duty hours as described above and to perform other services for the Sheriff, the time spent shall not be considered hours worked under this Agreement. In such an event, the monthly compensation paid by the District to the County shall be reduced by the number of hours of SRO service not provided to the District, or the hours shall be made up in a manner determined by mutual agreement of the parties.

VIII. Basic Qualifications for a School Resource Officer (SRO)

- A. To be a SRO, an officer must first meet all of the following basic qualifications:
 - 1. Shall be a commissioned officer and should have at least two years of law enforcement experience;
 - 2. Shall possess a sufficient knowledge of the applicable Federal and State laws, City and County ordinances, and Board of Education polices and regulations;
 - 3. Shall be capable of conducting in-depth criminal investigations;
 - 4. Shall possess even temperament and set a good example for students; and,
 - 5. Shall possess communication skills that would enable the officer to function effectively within the school environment.

IX. Duties of a School Resource Officer (SRO)

- A. The duties of the SRO shall include the following:
 - 1. To protect lives and property for the citizens and public school students of the

District;

2. To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct;
3. To investigate criminal activity committed on or adjacent to school property;
4. To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of a student;
5. To answer questions and conduct classroom presentations for students in the law-related education field;
6. To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned;
7. To provide security for special events or functions, such as sporting events, PTA meetings, etc., at the request of the principal or the security specialist; and,
8. To provide traffic control during the arrival and departure of students on an as-needed basis, as determined by law enforcement personnel.
9. The SRO shall obtain approval from the school's principal or his/her designee before making contact with a student regarding any investigation.
10. The SRO shall insure that the principal or his/her designee is present whenever the SRO speaks with a student in the course of an investigation.

X. Chain of Command

- A. As an employee of the Sheriff, the SRO shall follow the chain of command as set forth in the Sheriff's Policies and Procedures Manual.
- B. In the performance of his/her duties, the SRO shall coordinate and communicate with the principal or the principal's designee of the school to which he/she is assigned.

XI. Training/Briefing

- A. The SRO shall be required by the Sheriff to attend periodic training and briefing sessions. These sessions will be held at the direction of the Sheriff. Briefing

sessions will be conducted to provide for the exchange of information between the Sheriff and the SRO.

- B. Training sessions will be conducted to provide the SRO with appropriate in-service training such as updates in the law and in-service firearm training. The District also may provide training in Board of Education Policies, regulations and procedures.
- C. Quarterly meetings between the Fort Osage School District and the Jackson County Sheriff's Department will be conducted for the purpose of the exchange and update of information.

XII. Dress Code

- A. The SRO shall be required to wear the uniform issued by the Sheriff.

XIII. Transporting Students

- A. The SRO shall not transport any student in a police vehicle except when:
 - 1. The student is a victim of a crime, under arrest, or some other emergency circumstances exist; or,
 - 2. The student is suspended and sent home from school pursuant to school disciplinary action AND the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period AND the student is disruptive/disorderly, causing his/her continued presence on campus to be a threat to the safety and welfare of other students and school personnel, as determined by the SRO or his/her supervisor; or,
- B. If circumstances require that the SRO transport a student, then the school officials must provide a school official or employee to accompany the officer in the vehicle.
- C. If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive, the school administration shall provide transportation for the student, and the SRO may accompany the school official in transporting the student.
- D. A student shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported.
- E. The SRO shall notify the school principal before removing a student from campus.
- F. The SRO shall not transport students in his/her personal vehicle.

XIV. Investigation of Crimes Committed on School Grounds or at a School Function

- A. The SRO shall investigate crimes committed on school grounds or at a school function in accordance with Board of Education policies, regulation and administrative procedures established by the District.

XV. Investigation of Crimes Committed Off Campus

- A. Crimes committed at school bus stops or while students are walking to and from school.
 - 1. Law enforcement officials are responsible for enforcing the law on public streets, including at school bus stops. Therefore, the SRO shall assist school officials and coordinate with the appropriate local law enforcement agency in the investigation of crimes that occur at bus stops and while students are walking to and from school.
- B. Other crimes committed off campus.
 - 1. The SRO or investigating officer should contact the school principal in advance and inform him/her of the reason(s) to conduct an investigation within the school.
 - 2. The SRO or investigating officer and the principal shall mutually agree on a convenient time during the school day to conduct the investigation.
 - 3. The SRO and other law enforcement officials may interview students (suspects or witnesses) at school during school hours, provided items 1 and 2 of this section have been adhered to.
 - 4. Parental consent is not required to interview a witness or victim; however, the SRO or investigating officer shall make a reasonable effort to notify the student's parent(s) or guardian(s) to make them aware of the interview unless the student has reached the age of 18.
 - 5. The SRO or investigating officer shall notify a suspect's parent(s) or guardian(s) prior to an interview to offer them the opportunity to be present during the interrogation unless the student has reached the age of 18.
 - 6. When law enforcement officials find it necessary to question students during the school day or periods of extra-curricular activities, the school principal or designee will be present and the interview will be conducted in private.

XVI. Emergencies/Crisis Management

- A. The SRO shall participate in the Emergency Preparedness Planning Teams at the building and district levels. Such participation may include the attendance of meetings out of District as assigned by the District.
- B. School officials, the SRO and fire safety officials shall cooperate in the implementation of procedures in the event of emergencies and for crisis management.

XVII. Controlled Substances

- A. School officials shall notify the SRO in all cases involving ALL possessions, sales or distribution of controlled substances at school or school activities.
- B. Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction.
- C. If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified, and the SRO should file a juvenile petition or seek a criminal warrant. However, the decision to initiate a juvenile petition or criminal warrant will be at the discretion of the SRO and the Jackson County Juvenile Officer.

XIX. Access to Education Records

- A. School officials shall allow the SRO to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, law enforcement official may not inspect and/or copy confidential student education records except in accordance with Board of Education Policy and Regulations.
- B. If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety.
 - 1. A full explanation as to the need of the information to meet the emergency situation and the extent to which time is of the essence shall be articulated in the SRO's official policy report.
- C. If confidential student record information is needed, but no emergency situation

exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.

XX. Evaluation

- A. It is mutually agreed that the District and Sheriff shall jointly evaluate annually the SRO Program and the performance of the SRO on forms mutually agreed to by the District and the Sheriff.

XXI. Termination

- A. District or County may terminate this Agreement at any time by giving 60 days notice in writing to the other parties. If the Agreement is terminated by the District under this paragraph, the County will be paid for all services associated with this Agreement, up to and including the date of termination.

XXII. Modification

- A. This Agreement shall not be amended, modified, or canceled without the written consent of all parties to this Agreement.

XXIII. Assignment

- A. This Agreement, or any part thereof, shall not be assigned without the prior written consent of the parties. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

XXIV. Waiver

- A. Waiver of any of the provisions of this Agreement or any breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, or breach by the party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties of this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

XXV. Severability

- A. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reason of any rule of law or public policy, all other provisions and conditions of this Agreement shall nevertheless remain in full force and effect, and

no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

XXVI. Incorporation

A. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed on this ____ day of _____, 2013.

JACKSON COUNTY, MISSOURI

Michael D. Sanders
Jackson County Executive

Mike Sharp
Jackson County Sheriff

ATTEST:

APPROVED AS TO FORM:

Mary Jo Spino
Clerk of the Legislature

W. Stephen Nixon
County Counselor

FORT OSAGE R-1 SCHOOL DISTRICT ATTEST:

School Board President

School Board Secretary