

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).

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI AS FOLLOWS:

Section 1. The Mayor is hereby authorized to sign and execute on behalf of the city the Agreement Between The School of The Osage (District) And The City of Osage Beach (City) For Services of a School Resource Officer (SRO) as set forth in attached Exhibit "A".

Section 2. Severability

The chapters, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or degree of any Court of any competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the same would have been enacted by the Board of Aldermen without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

Section 3. Repeal of Ordinances not to affect liabilities, etc.

Whenever any part of this ordinance shall be repealed or modified, either expressly or by implication, by a subsequent ordinance, that part of the ordinance thus repealed or modified shall continue in force until the subsequent ordinance repealing or modifying the ordinance shall go into effect unless therein otherwise expressly provided; but no suit, prosecution, proceeding, right, fine or penalty instituted, created, given, secured or accrued under this ordinance previous to its repeal shall not be affected, released or discharged but may be prosecuted, enjoined and recovered as fully as if this ordinance or provisions had continued in force, unless it shall be therein otherwise expressly provided.

Section 4. 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: December 15, 2022 READ SECOND TIME: December 15, 2022

I hereby certify that Ordinance No.22.95 was duly passed on December 15, 2022, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: 6

Nays: 0

Abstentions: 0

Absent: 0

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

December 15, 2022
Date

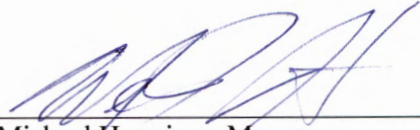
Tara Berreth
Tara Berreth, City Clerk

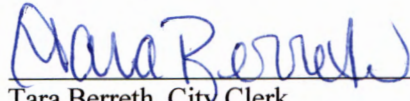
Approved as to form:

Edward B. Rucker
Edward B. Rucker, City Attorney

I hereby approve Ordinance No.22.95.

December 15, 2022
Date


Michael Harmison, Mayor


Tara Berreth, City Clerk

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

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 deemed appropriate by the DISTRICT and 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 number of SRO's required by the DISTRICT, SRO job description, qualifications, and criteria for evaluating the SRO(s) assigned to the DISTRICT.

Section 3. The officer(s) assigned to the program by the POLICE DEPARTMENT shall be selected jointly by the DISTRICT and the POLICE DEPARTMENT.

- a. The officer(s) performing these services shall be considered an employee of the CITY and said officer(s) shall follow the policies and procedures of the CITY and POLICE DEPARTMENT. The SRO(s) shall report to the Patrol Lieutenant, or their designee - 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 Patrol Lieutenant or their designee 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(s) 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, On campus duty hours will be from 7:30 a.m. to 4:00 p.m. Tuesday through 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, 2022 and ending on July 31, 2023, with the option to renew annually for up to three (3) years. The annual reimbursement fee shall be reviewed annually and will be adjusted based upon the cost of providing the services to the DISTRICT

Section 5. The DISTRICT shall pay the CITY \$50,250.00 for each SRO on or before December 31 yearly, as reimbursement for the SRO services contemplated herein for the term of 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 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 the CITY is insured for the purposes of general liability and professional liability.

IN WITNESS WHEREOF, we have hereunto set our hands this 15th day of December, 2022

SCHOOL OF THE OSAGE

By Barbara J. Page

School Board President

OSAGE BEACH

By [Signature]

City of Osage Beach

Attest

[Signature]
Board Secretary

Attest

[Signature]
City Clerk