

Bill No. 5079

Ordinance No. _____

Requested by: Steve Ehlmann
Sponsored by: Council as a Whole

AN ORDINANCE AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE SCHOOL DISTRICTS OF FRANCIS HOWELL, ORCHARD FARM, FORT ZUMWALT, WASHINGTON AND WENTZVILLE TO PLACE SCHOOL RESOURCE OFFICERS IN THE ELEMENTARY SCHOOLS LOCATED IN THE UNINCORPORATED AREA OF ST. CHARLES COUNTY DURING THE 2022-2023 SCHOOL YEAR

WHEREAS, pursuant to Section 70.220 of the Revised Statutes of Missouri, a political subdivision of the state may contract and cooperate with any other political subdivision or agency of the state for the planning, development, construction, acquisition or operation of any common service; and

WHEREAS, the St. Charles County Charter, Article III, Section 3.608 provides that the County Executive, among other duties, shall ensure contracts are faithfully performed; and

WHEREAS, under a current contract with the school districts, school resource officers are in the unincorporated area high schools and most middle schools; and

WHEREAS, elementary and middle schools are key settings where community policing strategies can also provide support to prevent or mitigate challenges to student, teacher, administrator and staff safety; and

WHEREAS, St. Charles County, as a political subdivision of the State of Missouri, has proposed to the school districts the placement of additional school resource officers so that each middle and elementary school within the unincorporated area of the county has a school resource officer onsite; and

WHEREAS, the school districts normally share the cost of the resource officers on a cost-share basis however American Rescue Plan Act funds allow for certain support of public safety in the community and in view of the recent threats and attacks on schools, ARPA funds can provide a bridge to determine how best to protect elementary and middle public schools; and

WHEREAS, American Rescue Plan Act funds provide the County the opportunity to increase the number of police serving school resource officers without a match for the 2022-2023 school year; and

WHEREAS, both St. Charles County and the school districts have determined that this cooperative relationship is within its mission.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. CHARLES COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The County Executive or his designee is hereby authorized to execute an agreement with the school districts of Francis Howell, Orchard Farm, Fort Zumwalt, Washington and Wentzville for the placement of school resource officers in those schools which are in the unincorporated area of the County for school public safety purposes and under the terms set forth in the Agreement, attached hereto as **EXHIBIT A**.

Section 2. The agreement shall be substantially the same in form and content as that attached hereto as **EXHIBIT A** and incorporated herein. The County Counselor shall approve the form of the Agreement.

Section 3. Compliance with the terms of the agreement shall be the responsibility of the St. Charles County Executive, and the Chief of Police as so designated by the County Executive.

Section 4. The budget related to the American Rescue Plan Act (Fund 761), page 416 of the Budget, as amended, as adopted in St. Charles County, Missouri, for fiscal year 2022 (initially adopted by Ordinance 21-096), is hereby amended as follows:

1. Amend Authorized Personnel to Add 14 FTE to new Position Title Police Officer, Pay Grade 209, in American Rescue Plan Act (Fund 761).
2. Amend Line Items 7614600-41210 through 7614600-42910 beginning with “Permanent-Full Time” the following additional amounts to fund such fourteen (14) police officers through the remainder of the 2022 fiscal year:

7614600-41210 Permanent Full Time \$404,551
For an amended amount of \$738,631

7614600-42110 Health Insurance \$147,924
For an amended amount of \$295,849

7614600-42120 Dental Insurance \$ 4,606
For an amended amount of \$9,214

7614600-42130 Life Insurance \$ 406
For an amended amount of \$779

7614600-42140 Disability Insurance \$ 1,253
 For an amended amount of \$2,289
 7614600-42200 Social Security Contr. \$ 27,531
 For an amended amount of \$49,668
 7614600-42300 Retirement Contrib. \$ 44,905
 For an amended amount of \$77,695
 7614600-42330 Deferred Comp Match \$ 12,138
 For an amended amount of \$22,160
 7614600-42910 Employee Assistance \$ 147
 For an amended amount of \$294

3. Amend Line Item 7614600-46590 “Officer Equipment” to add Sixty Thousand Dollars (\$60,000) for an amended total of One Hundred Thousand Dollars (\$100,000).
4. Amend Line Item 7614600-47800 “Miscellaneous Capital” to add Six Hundred Twenty Thousand Dollars (\$620,000) for an amended total of One Million Sixty Twenty Thousand Dollars (\$1,620,000).
5. Transfer from American Rescue Plan Act (Fund 761) Line Item 7614600-47256 “Justice Center” an amount of Dollars (\$1,323,461) for an amended total in Line Item 7614600-47256 “Justice Center” of Twenty Six Million Six Hundred Seventy Six Thousand Five Hundred Thirty Nine Dollars (\$26,676,539).

Section 5. This ordinance shall be in full force and effect from and after the date of its passage and approval and such agreements shall be valid upon approval of the respective governing body entering into such agreement as required by Chapter 70 of the Revised Statutes of the State of Missouri.

DATE PASSED

DATE APPROVED BY COUNTY EXECUTIVE

CHAIR OF THE COUNCIL

COUNTY EXECUTIVE

ATTEST:

COUNTY REGISTRAR

ST. CHARLES COUNTY – (INSERT DISTRICT NAME)
SCHOOL DISTRICT AGREEMENT
FOR SCHOOL RESOURCE OFFICERS

This Agreement (“Agreement”) is made and entered into the date last written below by and between the County of St. Charles, Missouri (“County”) and the _____ School District (“District”).

In consideration of the promises, mutual covenants, and consideration contained herein, the parties agree as follows:

School Resource Officers

1. County will provide Missouri POST commissioned/licensed law enforcement officers serving in the Police Department for the purpose of assigning a School Resource Officer to the campus area of _____ (Middle/Elementary) School for the 2022-2023 School Year, commencing July 1, 2022 and ending June 30, 2023, on the following basis and conditions:
 - a. School Resource Officers will be assigned by the Police Department to work during school hours at the abovementioned school during the school year. School Resource Officers remain under the operational control and supervision of the Police Department.
 - b. School Resource Officers’ duties will include enforcement of the Missouri Criminal Code, the Missouri Juvenile Code, and the Ordinances of the County, and acting as liaison between students, faculty, and staff of the aforementioned school and the Police Department, with the goal of ensuring a safe environment in the school for students, faculty, administrators and staff.
 - c. During periods wherein school is not in session (Summer break, Fall Break, etc.), the School Resource Officer will be assigned to other Police Department duties.
2. This contract is intended to be solely for the 2022-2003 School Year, commencing July 1, 2022 and ending June 30, 2023. County waives any school district contribution for the 2022-2023 School Year only.

Termination

Either party may terminate this Agreement upon sixty (60) days written notice delivered to the other party in accordance with the Notice procedure set out in the Notices section of this Agreement.

3. Notices:

- a. All notices shall be sent postage, prepaid (delivery confirmation required).
- b. For purposes of this provision, notice to County shall be sent to the County Executive, as follows:

County Executive
 100 North Third Street
 Suite 318
 Saint Charles, Missouri 63301

- c. For purposes of this provision, notice to County shall be sent to District shall be sent to the Superintendent.

Superintendent
 _____ School District

 _____.

Governing Provisions

- 4. The provisions of this Agreement will be governed by the laws of the State of Missouri.
- 5. If a court of competent jurisdiction determines that any provision contained in this Agreement, or any part thereof, cannot be enforced, the parties agree that such determination shall not affect or invalidate the remainder of the Agreement.
- 6. This Agreement constitutes the entire Agreement between County and District, and supersedes all prior understandings, whether oral or written, between the parties. Any

amendments or modifications to this Agreement must be in writing and signed by the parties.

- 7. No party shall be entitled to assign, cede, sub-contract, delegate or in any other manner transfer any benefit, rights, and/or obligations in terms of this Agreement, without the prior written consent of the other party.
- 8. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, and assigns. There are no third party beneficiaries to this Agreement and both County and District agree that this Agreement is not intended to extend to, or create, any third party beneficiary.

WHEREFORE, the parties have caused this Agreement to be executed the date last written below.

Executed by ST. CHARLES COUNTY this _____ day of _____, 2022.

Executed by _____ SCHOOL DISTRICT this ____ day of _____, 2022.

ST. CHARLES COUNTY, MISSOURI
100 North Third Street, Suite 318
St. Charles, MO 63301

_____ SCHOOL DISTRICT

Steve Ehlmann, County Executive

, Superintendent

ATTEST:

ATTEST:
