AN ORDINANCE AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE FORM AGREEMENTS WITH SCHOOL DISTRICTS IN ST. CHARLES COUNTY TO PROVIDE FOR CONTINUED PLACEMENT OF SCHOOL RESOURCE OFFICERS AT SCHOOLS IN THOSE DISTRICTS

WHEREAS, St. Charles County has a long-standing commitment to the development of trusting relationships between police officers serving as School Resource Officers and the students and staff of schools within the Orchard Farm and Francis Howell School Districts in the County and to provide a safe and secure learning environment; and

WHEREAS, a close relationship between school districts and law enforcement is more important than ever to ensure the safety of students, faculty, and staff in our communities; and

WHEREAS, the County currently has several School Resource Officers assigned to schools in those districts; and

WHEREAS, form agreements were approved by and executed pursuant to Ordinances 12-011, 15-041, 18-042 which placed School Resources Officers in Orchard Farm and Francis Howell schools, and all parties now seek to continue that arrangement; and

WHEREAS, taking into consideration the practical and economic challenges presented by the recent global pandemic; and
WHEREAS, the attached form agreement is revised in form and content to adjust the fiscal arrangement to allow for proration of the amount due under the agreement should a public health emergency or other unanticipated event outside of the parties’ control cause a school or schools of a school district to close for a period of more than ten consecutive business days; and

WHEREAS, both St. Charles County Government and the school districts within the County are political entities; and

WHEREAS, Chapter 70, Revised Statute of Missouri authorizes intergovernmental agreements between political subdivisions of this state and other political subdivisions or agencies for the purposes herein set out.

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 form agreements with the school districts within St. Charles County to provide School Resource Officers at schools in their respective districts.

Section 2. The agreements shall be substantially the same in form and content as that form agreement attached hereto as EXHIBIT A and incorporated herein.

Section 3. Compliance with all the terms of the agreements shall be the responsibility of the St. Charles County Police Department.

Section 4. 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 their lawful execution as
required by Chapter 70 of the Revised Statutes of Missouri.

DATE PASSED

DATE APPROVED BY COUNTY EXECUTIVE

CHAIR OF THE COUNCIL

COUNTY EXECUTIVE

ATTEST:

COUNTY REGISTRAR
ST. CHARLES COUNTY – SCHOOL DISTRICT
AGREEMENT FOR SCHOOL RESOURCE OFFICERS

This Agreement (“Agreement”) is made and entered into on 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:

I. **School Resource Officers**

A. County will provide _________ Missouri POST commissioned/licensed law enforcement officer(s) serving in the Police Department for the purpose of assigning a School Resource Officer to the campus area(s) of ________________________________ on the following bases and conditions:

1. School Resource Officer(s) will be assigned by the Police Department to work during school hours at the above mentioned school(s) during the school year. At all times, School Resource Officers remain under the operational control and supervision of the Police Department.

2. School Resource Officer(s)’s duties will include enforcement of the Missouri Criminal Code, the Missouri Juvenile Code, the Ordinances of the County, and acting as liaison between students, faculty, and staff of the aforementioned schools and the Police Department, with the goal of ensuring a safe environment in the school for students, faculty, and staff.

3. **Records.** The St. Charles County Police Department agrees to maintain records regarding the performance of the School Resources Officer(s) and will create and maintain records made related to services provided under this Agreement in the same manner in which it creates and maintains its own records.

4. During periods when school is in recess, the School Resource Officer(s) will be assigned to Police Department duties.

5. **Use of Equipment and Facilities.** County will provide its School Resource Officer(s) with standard law enforcement equipment provided to all of its Officers, including a vehicle, for use while providing services under this Agreement. District shall provide all School Resource Officer(s) with a place to park and a place to perform work, such as a desk or an office available for School Resource Officers’ use.
II. **Fiscal Arrangement**

A. From July 1, 20__ until June 30, 20__, District will reimburse County $__,____ for each commissioned officer assigned to a campus of the District as a School Resource Officer under this Agreement.

B. All reimbursement sums shall be payable in advance on a semi-annual basis, the first payment due on August 1 of each year and the second payment due by January 15.

C. In the event that a public health emergency, or other unanticipated event outside of the parties’ control, cause a school or schools of the District to be closed for a period of more than ten consecutive business days, the sum due to the County will be adjusted by reducing the agreed upon rate by a per diem amount. The per diem amount shall be calculated as 1/169th of the annual rate. Such reduction shall not be applied to the first five days of any extended closure.

III. **Duration, Modification, and Termination**

A. Unless otherwise terminated as provided below, this Agreement shall remain in full force and effect until June 30, 20__.

B. Termination for cause:
   1. County may terminate this Agreement at any time through the Notice procedure set out in subsection III.D for District’s failure to pay County as provided above, or for other good cause. If County terminates this Agreement for failure to pay and District pays their account in full within ten (10) days of receipt of the Notice, then the Notice of Termination shall be withdrawn and the Officer shall be re-assigned to act as a School Resource Officer at the school.
   2. District may terminate this Agreement at any time through the Notice procedure set out in subsection III.D for County’s failure to provide School Resource Officer services as set forth above, or for other good cause. If District terminates this Agreement for failure to provide a school resource officer and County assigns a school resource officer who physically attends the District school assigned within ten days of the County’s receipt of the District’s Notice, then the Notice of Termination shall be withdrawn.

C. Either party may terminate this Agreement upon sixty (60) days written notice through the Notice procedure set out in subsection III.D.

D. Notices:
   1. All notices of termination shall be sent postage prepaid delivery confirmation required.
   2. 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

And notice to District shall be sent to the Superintendent.

Superintendent ____________________________
___________________ School District
_________________________________________
_________________________________________
_________________________________________

E. **Review and Revision.** This Agreement may be modified in writing, signed by both parties.

IV. **Legal Contingencies**

A. The provisions of this Agreement will be governed by the laws of the State of Missouri.

B. 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.

C. 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.

D. 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.

[Remainder of page left intentionally blank]
WHEREFORE, the parties have caused this Agreement to be executed the date last written below.

Executed by ST. CHARLES COUNTY this _____ day of ______________, 20__.  

Executed by ___________________ SCHOOL DISTRICT this ____ day of ____________, 20__.  

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

_____________________________  
St. Charles County Executive  

_____________________________  
Superintendent  

RECOMMENDED BY:  

ATTEST:  

_____________________________  
Kurt L. Frisz, Chief of Police  

ATTEST:  

_____________________________  
Brenda Hinton, County Registrar