Board of Aldermen Request for Action

MEETING DATE: 11/17/2026 **DEPARTMENT:** Police Department

AGENDA ITEM: Bill No. 3140-26 – Memorandum of Understanding and Cooperative Agreement with the Smithville School District Regarding School Resource Officer services.

REQUESTED BOARD ACTION

A motion to approve Bill No. 3140-26, authorizing the Mayor to enter into a Memorandum of Understanding and Cooperative Agreement with the Smithville School District Regarding School Resource Officer services. 1st & 2nd reading by title only.

SUMMARY

The School Resource Officer Program has operated in Smithville for more than 20 years. The prior MOU was due for renewal at the end of the 2025-2026 school year. A joint review identified the need for clearer oversight, broader SRO presence, increased classroom engagement, and better activity reporting. City and District staff, with assistance from legal counsel, developed an updated MOU to address those needs. The agreement will take effect when signed and continue through June 30, 2029.

PREVIOUS ACTION

The Board discussed the SRO Program during the June 16, 2026, Elected Officials Retreat, and during the November 3, 2026, Board of Aldermen meeting. Board direction informed the updated MOU.

POLICY ISSUE

Public Safety

FINANCIAL CONSIDERATIONS

The parties' financial responsibilities are established in the MOU. No additional financial impact beyond the budgeted SRO Program is anticipated.

ATTACHMENTS

- ☒ Ordinance
- ☐ Resolution
- ☐ Staff Report
- ☒ Other: MOU
- ☐ Contract
- ☐ Plans
- ☐ Minutes

BILL NO. 3140-26 **ORDINANCE NO. 333X-26**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT WITH THE SMITHVILLE SCHOOL DISTRICT REGARDING SCHOOL RESOURCE OFFICER SERVICES

WHEREAS, the Board of Aldermen desires to enter into an agreement with the Smithville School District to specify expectations for the funding of a School Resource Officer (SRO) for the Smithville School District; and

WHEREAS, the City of Smithville and the Smithville School District recognize the benefits of enhanced school safety, collaboration, and communication that the SRO brings to the students of the Smithville School District, as well as to the parents of the students and to the residents of Smithville; and

WHEREAS, the Smithville School District agrees to reimburse the City of Smithville for SRO services as outlined in the Agreement.

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

Section 1. The Agreement, attached hereto as Exhibit "A" and made a part hereof, is hereby approved.

Section 2. The Mayor is hereby authorized to execute said Agreement on behalf of the City of Smithville, and the City Clerk is authorized and directed to attest the same.

Section 3. The Mayor and other appropriate officials of the City are hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED THIS 17th DAY OF NOVEMBER, 2026.

_____

Damien Boley, Mayor

ATTEST

_____
Linda Drummond, City Clerk

First Reading: 11/17/2026

Second Reading: 11/17/2026

MEMORANDUM OF UNDERSTANDING
&
COOPERATIVE AGREEMENT
SCHOOL RESOURCE OFFICER
AGREEMENT

This Agreement is entered into this _____ day of _____(month), _____ (the "Effective Date") by and between the SMITHVILLE R-II SCHOOL DISTRICT, a political subdivision and state accredited public school district of the State of Missouri (hereinafter the "District") and the City of Smithville, Missouri, a political subdivision of the State of Missouri, (hereinafter the "City") as follows:

WITNESSETH:

WHEREAS, the City, by and through its Police Department, agrees to provide the School District one or more Smithville Police Department officers (hereinafter "Officer(s)" or "SRO(s)") to serve in the School Resource Officer (SRO) Program in one or more of the District's schools; and

WHEREAS, the District and the City desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the SROs in and for the District; and

WHEREAS, the District shall act by its Superintendent or his/her designee and the City shall act by its City Administrator or his/her designee, except that this Agreement shall be executed on behalf of the District by the President of its Board of Education and on behalf of the City by the Mayor; and

WHEREAS, this Agreement is entered into pursuant to the authority of Section 70.220, RSMo; and

NOW THEREFORE, in consideration of the agreements and undertakings hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy thereof being hereby acknowledged, the District and the City agree as follows:

1. Cost of the SRO Program.

A. The cost of the SRO Program shall be paid by the parties as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference. Except as otherwise expressly provided in Exhibit A, the District shall reimburse the City for the full cost of each SRO assigned to the District under this Agreement.

B. The City shall assign one (1) SRO to the District, as staffing allows. The number of SROs may be changed by written agreement of the City Administrator and the

Superintendent, after consultation with the Chief of Police, with any change to take effect at the start of a semester unless the parties agree otherwise. If an SRO position becomes vacant, the City shall make good-faith efforts to fill it as soon as reasonably possible, and the District shall not be billed for any period during which an SRO position is unfilled and no substitute officer is provided.

2. Employment of School Resource Officers

A. The SROs shall be employee(s) of the Smithville Police Department (hereinafter "the Police Department") and shall be subject to the administration, supervision, and control of the Police Department.

B. The SROs shall be subject to all personnel policies and practices of the Police Department except for such policies or practices that may be modified by the terms and conditions of this agreement.

C. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs.

D. The Police Department and the School District shall make recommendations for the SRO positions to the Chief of Police, who shall assign such officers. If the District is dissatisfied with an SRO who has been assigned, then the District may request that the Chief of Police assign a different officer as the SRO. The SRO shall be assigned to the District's schools as needed. Any such request shall be made in the manner provided in the Section of this Agreement entitled "SRO Program and SRO Assessment."

E. The City and the Police Department shall be responsible for ensuring that the SRO complies with all training required by the State of Missouri to maintain current POST (peace officer standards training) certification. The City and the Police Department shall also be responsible for ensuring that the SRO is provided with standard training for duty as an SRO. Training shall be scheduled by the Police Department upon coordination with the District. The Police Department shall make its best efforts to ensure that officer training is not scheduled for a period of high demand for SRO services.

3. Duty Hours.

A. SRO duty hours shall be scheduled by the Chief of Police or designee in coordination with the District. Whenever possible, it is the intent of the parties that the SRO's duty hours shall be forty (40) hours per work week during those days and hours the District's schools are in regular session. The District shall not schedule or request SRO services in excess of forty (40) hours in a work week without the prior approval of

the Chief of Police or designee. Overtime incurred at the request of the District shall be reimbursed by the District as provided in Exhibit A; overtime incurred at the direction of the Police Department for non-District purposes shall be paid by the City.

B. It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this agreement.

C. The District acknowledges that there may be circumstances where the City, at its sole discretion, will need to deploy and assign the SRO to other duties. The City shall notify the District as soon as practicable whenever an SRO is reassigned to other duties.

D. If one or more SROs are ordered by the Police Department to leave their school during normal duty hours as described above and to perform other services for the Police Department, the time spent shall not be considered hours worked under this agreement. In such an event, the compensation paid by the School District to the City shall be reduced by the number of hours of SRO services not provided to the District or the hours shall be made up in a manner determined by the mutual agreement of the parties. The SRO shall be responsible for tracking their time usage and report it to both the Police Department and the District every two weeks.

E. In the event that an SRO must be absent from duty, the SRO shall notify their supervisor in the Police Department and the District. The Police Department will assign another SRO-qualified officer, if available, to substitute for the SRO who is absent. If another SRO-qualified officer is not available, the Police Department shall notify the District. The City does not guarantee that a substitute officer will be available, and the District shall not be billed for hours during which no SRO or substitute officer is on duty for the District.

F. Extra-Duty Services. The District may request the SRO or other Police Department officers to provide security for athletic events, dances, and other school-sponsored activities outside the SRO's regular duty hours. Such services shall be provided as staffing allows, shall be scheduled through the Police Department, and shall be reimbursed by the District at the extra-duty rate set forth in Exhibit A. Officers providing extra-duty services remain employees of the City acting under the direction and policies of the Police Department.

G. Non-School Days. When the District's schools are not in session (including summer break, holidays, and inclement-weather closures), the SRO shall report to the Police Department for assignment, and the District shall not be billed for such time

except for summer school or other District programs for which the District has requested SRO services in writing.

4. Term of Agreement

This Agreement shall commence on the date of the last signature below, following approval of both parties, and ending on June 30, 2029. Following the initial term, this Agreement shall automatically renew for successive one (1) year terms, each running from July 1 through June 30 to coincide with the District's fiscal year, unless either party gives the other written notice of non-renewal or of a requested modification at least ninety (90) days before the end of the then-current term. This Agreement may be terminated by either party at any time, with or without cause, upon sixty (60) days' written notice to the other party. Upon any termination or expiration, the District shall pay the City for all services provided through the effective date of termination. This Agreement supersedes the Memorandum of Understanding and Cooperative Agreement between the parties approved by City Resolution No. 1266 on September 5, 2023 (the "2023 Agreement"). The parties acknowledge that SRO services have been provided since the beginning of the 2026-2027 school year, ratify those services, and agree that they shall be reimbursed on the terms set forth in Exhibit A.

Annual Appropriation. The obligations of each party under this Agreement for any fiscal year after the party's current fiscal year are subject to the appropriation of funds for that purpose by the party's governing body. If either party does not appropriate funds for a subsequent fiscal year, it shall give the other party written notice as soon as practicable, and this Agreement shall terminate at the end of the last fiscal year for which funds were appropriated, without penalty or further obligation.

5. Duties of School Resource Officer

The SROs' duties will include, but are not limited to, the following:

A. To suggest to the School District methods of improving school security and safety.

B. To be a visible, active law enforcement figure on campus dealing with law enforcement matters that are reported or brought to their attention on all school grounds. If the SRO witnesses a school code violation, then they shall escort the student(s) to the appropriate school administrator for further discipline as deemed necessary by the school officials.

C. To assist in providing a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers and

other public school property. As to school code violation, the SRO will take the student to the school administration for discipline to be issued by school officials.

D. To provide classroom resources for law education using mutually approved materials. To facilitate and present approved programs, topics and or materials to students in an individual classroom or group setting including, but not limited to, student safety, legal topics, drug and alcohol use, crisis intervention, internet safety, and any other topic that has a law enforcement nexus.

E. To be a resource for students which will enable them to be associated with a law enforcement figure and role model in the students' environment.

F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual law enforcement and crime prevention problems or questions, particularly in the area of substance use and abuse.

G. To make appearances before school groups, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly law enforcement, crime prevention and drug and alcohol abuse.

H. The SRO will be involved in school discipline, but only to the extent that it pertains to preventing a disruption that would, if ignored, place students, faculty and/or staff at risk of harm. The SRO will take the student to the school administration for discipline to be issued by school officials.

I. IN ALL OTHER CASES, disciplining students is a School District responsibility, and the SRO will take students who violate the code of conduct to the school administration, where school discipline is issued.

J. If a situation demands immediate law enforcement action to be taken by the SRO to stabilize, stop or eliminate a dynamic, dangerous situation or law violation, the law enforcement action shall take precedence over any school discipline. If immediate law enforcement action is not required, the SRO will, where practicable, coordinate the timing of any law enforcement action with school administration so that school disciplinary processes are not unnecessarily disrupted; provided, however, that nothing in this Agreement shall be construed to require the SRO to delay, forgo, or condition any law enforcement action or report that is required by law, by Police Department policy, or by the SRO's professional judgment, including any report required by Section 210.115, RSMo.

K. It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off-campus by the Police Department or other

agencies involving students on a campus served by an SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s), unless requested by a supervisor for a specific reason.

L. The SRO will share information with the School District about persons and conditions that pertain to campus safety concerns or disruptions to the school day or campus environment.

M. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency-and delinquency-prone youth and their families. Referrals will be made when necessary.

N. The SRO and the School District will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.

O. The SRO will coordinate all their activities with the School District and staff members concerned and will seek permission, guidance, and advice prior to proposing any programs within the school.

P. The SRO may be asked by the District to provide community wide crime prevention presentations that include, but are not limited to:

a. Drugs and the law-adult and juvenile;

b. Alcohol and the law-adult and juvenile;

c. Sexual assault prevention;

d. Safety programs-adult and juvenile;

e. Assistance in other crime prevention programs as assigned.

Q. The SRO(s) will wear an approved department uniform, or attire approved by the Chief of Police.

R. The SRO will wear their department authorized duty weapons in accordance with department policy.

S. The SRO is expected to attend all training, meetings and appointments assigned by the Police Department. It is recognized that some of these will conflict with officer availability at the school during normal school hours. These conflicts will be minimized as much as possible, but the potential exists that such requirements will take precedence over school presence. The officer shall keep the School District informed about their absences and/or activities. If the SRO must be absent from school the

Police Department will try to provide a qualified officer as a substitute SRO for the duration of the absence.

T. The SRO is a police officer, and not a schoolteacher, school administrator, school counselor or a school protection officer (SPO). The officers will assist teachers with classroom presentations on relevant topics when requested and able. The SRO shall not be assigned as a school disciplinarian, hall monitor, lunchroom or bus monitor, or in-school-suspension monitor, or to perform duties regularly assigned to District employees, although the SRO is encouraged to be visible in common areas.

6. Duties of the School District

The School District's duties will include but not be limited to, the following:

A. Provide an office, office furnishings, telephone and a computer to the SRO for their use in the school and in privacy as needed at the SRO's assigned "home" building. The "home" building of the SRO shall be assigned by the District in consultation with the Chief of Police, and the SRO will remain at that building unless directed elsewhere by the Police Department, needed elsewhere, or when complying with Section 6.B.

B. Coordinate with the SRO and the Chief of Police or designee to schedule a regular (at least weekly) SRO presence in District buildings other than the assigned home building, during which the SRO will generally be present at the other building for the duration of a school day. The District is solely responsible for the designation, assignment, supervision, training, equipment, and conduct of any school protection officer ("SPO") designated by the District under Section 160.665, RSMo, including any decision to reassign an SPO to the SRO's home building while the SRO is present at another building. The SRO has no supervisory authority over, and the City assumes no responsibility or liability for, any SPO. To the extent permitted by Section 160.665, RSMo, and District policy, the District shall inform the Chief of Police of the identity and assigned building of each SPO so that responding officers can identify armed District personnel.

C. Coordinate with the SRO and the Chief of Police or designee to schedule duty hours in accordance with Section 3.

D. Report to the SRO(s), as soon as reasonably practicable, all witnessed or reported violations of law on District property or at District activities, including all reports required of school officials by Sections 160.261 and 167.117, RSMo. The District's reporting obligation under this paragraph extends to any conduct that District employees, agents, or officials are required by Missouri law to report to law enforcement, including suspected grooming or enticement of a child in violation of

Section 566.151, RSMo, and any offense added to the District's reporting obligations by future amendment of Missouri law, whether or not specifically listed in this Agreement; provided that nothing in this paragraph relieves any person of a separate duty to report to the Children's Division under Section 210.115, RSMo. The parties intend that this Agreement constitute a written agreement regarding reporting procedures under Section 167.117, RSMo, and that reports required by that section (including incidents of assault in the third degree) shall be made to the SRO or, if the SRO is unavailable, to the Police Department.

E. Disciplining students who violate the school code of conduct within district policies and guidelines.

F. Approve of duty hour reports, to the extent the School District does not dispute the time.

G. Pay each monthly invoice submitted by the City for the cost of the SRO(s), as set forth in Exhibit A, within thirty (30) days after receipt of the invoice.

7. Chain of Command

A. As an employee of the Police Department, the SRO will be subject to the chain of command of the Police Department.

B. In the performance of their duties, the SRO shall coordinate and communicate with the School District.

8. Transportation of Students

A. The SRO(s) shall not transport students in Police Department vehicles except:

1. When the student(s) are victims of a crime, under arrest, or some other exigent circumstances exist; or

2. When students are suspended and/or sent home from school pursuant to school disciplinary actions, if the student's parent or guardian has refused or is unable to pick up the student within a reasonable time period and the student is disruptive/disorderly and their continued presence on campus is a threat to the safety and welfare of other students and school personnel. Should the SRO need to transport a student for any reason, then they shall follow all Police Department policies and procedures regulating transport.

B. Students 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. The SRO(s) shall not transport students in personal vehicles.

C. The SRO(s) shall notify school district personnel upon removing a student from campus or any other district owned properties.

9. Access to Educational Records

A. School officials shall allow the SRO(s) to inspect any public records maintained by the school to the extent allowed by state and federal law.

B. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall 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, the need of the information to meet the emergency situation, and the extent to which time is of the essence.

C. If confidential student information is needed by an SRO, but no emergency exists, the information may be released only as allowed by state and federal law.

D. The City, the Police Department and the SRO will comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g, and its implementing regulations, with respect to any education records disclosed to them under this Section. Each party shall be responsible for its own compliance with FERPA and with other laws governing the confidentiality of student and juvenile records, including Chapter 211 and Chapter 610, RSMo. Nothing in this Section creates any right of indemnification beyond that set forth in the Section of this Agreement entitled "Legal Contingencies."

10. Student Interviews and Searches

A. When the SRO questions a student as part of a criminal investigation, the SRO shall follow Police Department policy and applicable law, including Section 211.059, RSMo. When the questioning occurs on school grounds or at a school activity, the SRO shall notify school administration before the questioning begins and a school administrator or other school official designated by the Superintendent shall be present during the questioning, and the SRO shall make reasonable efforts to notify the student's parent or guardian. The foregoing notice and presence requirements shall not apply where (i) exigent circumstances require immediate questioning to protect the safety of any person, (ii) the student is the alleged victim and requests that no school official be present, or (iii) the investigation concerns suspected abuse, neglect, grooming, or other misconduct by a District employee, agent, or official, in which case the SRO shall instead notify the Superintendent (or, if the Superintendent is the subject

of the investigation, the President of the Board of Education) as soon as practicable after the questioning.

B. The SRO shall not conduct searches of students, their possessions, vehicles, or lockers at the request of school officials for the purpose of enforcing school rules. School officials may conduct such searches under District policy, and the SRO may be present to preserve safety. Searches conducted by the SRO shall be governed by the constitutional standards applicable to law enforcement officers and by Police Department policy.

C. School officials shall notify the SRO (or, if the SRO is unavailable, the Police Department) in all cases involving weapons or the possession, sale, or distribution of controlled substances at school or school activities, and any weapon, controlled substance, or other evidence of a crime confiscated by school officials shall be turned over to the SRO or the Police Department.

11. Records; Body-Worn Cameras

A. Reports, records, and mobile video recordings created by the SRO in the course of law enforcement duties are records of the City and the Police Department, are maintained in accordance with Police Department policy and Chapter 610, RSMo, and are not education records of the District. Records created or maintained by the District remain records of the District. Each party shall respond to requests for its own records under Chapter 610, RSMo, and shall promptly notify the other party of any request, subpoena, or court order seeking records that relate to the other party, its employees, or students.

B. The SRO shall wear and activate a body-worn camera and use in-car video in accordance with Police Department policy. The parties acknowledge that a school is a "nonpublic location" under Section 610.100.1(8), RSMo, and that mobile video recordings made in a school are subject to Section 610.205, RSMo.

12. Insurance; Workers' Compensation; Equipment

A. Each party shall maintain, for its own employees and operations, liability coverage (through insurance or a self-insurance plan or pool) in amounts not less than the limits set forth in Section 537.610, RSMo, and workers' compensation coverage as required by Chapter 287, RSMo. The City's coverage applies to the SRO; the District's coverage applies to District employees, including any SPO. Neither party shall be required to name the other as an additional insured.

B. Except as otherwise provided in Exhibit A, the City shall furnish the SRO's vehicle, uniform, duty weapon, radio, body armor, and other police equipment at the City's expense, and such items shall remain the property of the City.

13. SRO Program and SRO Assessment

A. The SRO(s), School Administration for the respective schools and the assigned Police Supervisor will meet at the beginning of each school year to determine the goals and objectives of the SRO Program for the respective school year. All participants in the SRO program will then meet at the end of the school year to evaluate the performance of the SRO program for that school year. An assessment mechanism will be developed jointly, to determine the effectiveness of the SRO program.

B. The Chief of Police or designee shall attempt to meet with district officials on a monthly basis but not less than a quarterly basis to discuss the SRO program and address any issues that have arisen since the previous meeting.

C. The SRO(s) shall track all daily activities and interactions, including presentations and classroom time, and prepare a monthly summary of those activities that will be shared with the District Administration and the Police Department Administration.

D. The SRO(s)' effectiveness in the program will be evaluated at the end of each school year. The School District will provide input into the evaluation. This may include a recommendation to the Chief of Police that the officer not be assigned to that SRO position the following year. The Chief will seriously consider the evaluation and the input of the School District Superintendent when assigning an officer to the SRO program and will make a good faith effort to address any concerns raised. The decision on which officer will be assigned as an SRO will rest with the Chief of Police; however, no officer shall be assigned as an SRO if the district specifically requests that designated officer not be assigned as the District SRO. Any District request that a specific officer not be assigned or continue as an SRO shall be made in writing to the Chief of Police by the Superintendent, shall state the reasons for the request, and shall not be based on any characteristic protected by federal or state law. Decisions regarding the officer's employment, discipline, compensation, and other assignments remain within the sole authority of the City.

14. Employment Status of the SRO

A. The SRO(s) shall remain an employee of the City of Smithville, Missouri and shall not be an employee of the district.

15. Miscellaneous

A. Governing law: This Agreement shall be construed and governed in accordance with the laws of the State of Missouri. Any action in regard to this Agreement or arising out of its terms and condition must be instituted and litigated in the courts of the State of Missouri within Clay County, Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive any objections to venue.

B. Compliance with Laws: The parties shall comply with all federal, state and local laws, ordinances and regulations applicable to this agreement and each and every action to be taken hereunder.

C. Waiver: Waiver by any party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this agreement can be waived except by written consent of the parties, and forbearance or indulgence by the parties in any regard whatsoever shall not constitute a waiver of same to be performed by the parties to which the same may apply and, until complete performance by the parties of the term, covenant or condition, the parties shall be entitled to invoke any remedy available to them under this Agreement or by law despite any such forbearance or indulgence.

D. Rights and Remedies Cumulative and Not Exclusive: All rights and remedies granted to the parties herein and any other rights and remedies which the parties may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that the parties may have exercised any remedy without terminating this Agreement shall not impair the parties' rights thereafter to terminate or to exercise any other remedy herein granted or to which each party may be otherwise entitled.

E. Headings: Construction of Contract: The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which uses, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neutral, the same as if such words had been fully and properly written in that number or gender. In the event of any conflict between this Agreement and any incorporated Attachments, the provision of this Agreement shall control.

F. Merger: This Agreement, including any referenced Attachments, constitutes the entire agreement between the parties with respect to this subject matter, and supersedes all prior agreements between the parties with respect to this subject matter, including the 2023 Agreement.

G. Modification: Unless otherwise stated in this Agreement, no provision of this Agreement may be waived, modified, or amended except by written amendments signed by the parties. No act, conversation or communication with any officer, agent or employee of either party before or after the execution of this Agreement shall affect or modify any term or terminology of this Agreement and any such act, conversation or communication shall not be binding upon the parties.

H. Severability of Provisions: Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provisions(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

I. Binding Effect: This Agreement shall be binding upon the approval of both parties, and their successors in interest.

J. Representations and Warranties: The Parties each certify that it has the power and authority to execute and deliver this Agreement, and to perform this Agreement in accordance with its terms.

K. Conditions Precedent: This Agreement shall not be in effect unless and until the parties have valid ordinances or Board approvals in effect authorizing the entry into this Cooperative Agreement and it has been executed by all parties.

L. Legal Contingencies: It is understood and agreed that this Agreement is entered into solely for the benefit of the parties hereto and gives no rights to any other party. Without waiving any sovereign immunity, governmental immunity, or official immunity, each party shall be responsible for its own acts and omissions and those of its officers, employees, and agents arising out of or in connection with this Agreement, to the extent provided by Missouri law and subject to the limitations of Sections 537.600 to 537.610, RSMo. Neither party shall be responsible for the acts or omissions of the other party or of the other party's officers, employees, or agents. Nothing in this Agreement shall be construed as an agreement by either party to indemnify or defend the other party, or as creating any debt or contingent obligation of either party in violation of Article VI, Section 26 of the Missouri Constitution.

M. No Waiver of Immunity: Nothing in this Agreement waives 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.

N. Notices: Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered by hand, when deposited in the United States mail, certified, return receipt requested, postage prepaid, or when sent by email with confirmation of receipt, addressed to: City of Smithville, Attn: City Administrator, [107 W. Main Street], Smithville, Missouri 64089, with a copy to the Chief of Police; and Smithville R-II School District, Attn: Superintendent, [address]. Either party may change its notice address by written notice to the other.

O. Assignment: Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, and any attempted assignment without such consent shall be void.

P. Counterparts; Electronic Signatures: This Agreement may be executed in counterparts, each of which shall be deemed an original, and signatures delivered by facsimile or electronic means shall be effective as originals.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

By: _____
Damien Boley, Mayor
City of Smithville, Missouri

Date: _____

ATTEST: _____
Linda Drummond, City Clerk

By: _____
President, Board of Education

Date: _____

ATTEST: _____
Secretary, Board of Education

Date: _____

Exhibit A

The District shall reimburse the City for necessary training required of the SRO, specifically, the Missouri Police Chief's Association Basic and Advanced School Resource Officer Training, the Missouri Police Chief's Association annual SRO training conference, and such other SRO-specific training as the District approves in advance, including tuition, travel, lodging, and the SRO's compensation for training hours.

The District shall reimburse the City for the SRO(s)' compensation, on an actual-cost basis, for all hours worked for the District under this Agreement (including court time under Section 3.B, approved training time, and overtime and extra-duty services requested by the District), to be billed by the City monthly in arrears. The SRO(s)' compensation shall be calculated as follows:

1. Employee's hourly rate of pay.
2. Employer paid portion of employee health, dental, and vision insurance benefits (prorated as an hourly rate).
3. Employer paid portion of retirement benefits (prorated as an hourly rate).
4. Employer paid portion of FICA (Social Security and Medicare) taxes (prorated as an hourly rate).
5. Employer paid workers' compensation premium attributable to the SRO (prorated as an hourly rate).
6. Overtime hours worked at the request of the District, at one and one-half (1.5) times the SRO's regular hourly rate of pay (plus the items in paragraphs 2 through 5 above, to the extent they are incurred on overtime hours).
7. Extra-duty services under Section 3.F, at $70 per hour per officer [and $90 per hour per supervisor], which rate may be adjusted by the City upon sixty (60) days' written notice to the District to reflect changes in the City's extra-duty pay rates.

The City shall invoice the District monthly, in arrears, for the actual costs incurred under this Agreement, with an itemization of hours by SRO and category. Payment is due within thirty (30) days after the District's receipt of the invoice. At the beginning of each school year, and upon any change in the City's pay plan or benefit costs, the City shall provide the District with the then-current hourly billing rate for each SRO. Number of SROs assigned for the 2026-2027 school year: one (1); the District shall reimburse the City for one hundred percent (100%) of the cost of each SRO assigned, unless the parties agree otherwise in writing.