



Issue: Memorandum of Understanding with Nixa School District Regarding Law Enforcement (Second Reading)

Date: August 4, 2022

Submitted By: Joe Campbell, Chief of Police

Background

Recently, the Nixa School District has reached out to the Nixa Police Department with a request to enter a Memorandum of Understanding concerning certain law enforcement duties and authority concerning their school police. As permitted by state statute, the Nixa School District has initiated the process to create and commission their own School Police Officers. This would allow School Police Officers to be commissioned by the Nixa School Board and enforcement certain state laws on their property, busses and at locations where school events are held.

As part of the process the School District must sign memorandums of understanding (MOU) with all local law enforcement agencies within their district. This MOU defines the powers and scope of law enforcement duties of the school police.

Analysis

As defined by state statute, the Nixa School Police will carry a firearm as part of normal duties while on District property, buses and at school functions within the purview of this MOU. SROs shall have the authority to conduct any justified stop on school property and enforce any location violation that occurs on School District grounds. SROs shall have the authority to stop, detain, and arrest for crimes committed on School District property, at School District activities, and on School District's buses. They will not investigate the following types of cases:

- a. Felonies involving the threat or use of force;
- b. Sex offenses;
- c. Weapons offenses;
- d. Misdemeanor marijuana possession if the suspect is an adult, and any other misdemeanors that potentially involve non-students;
- e. Investigations that might result in criminal charges being filed against a SRO (including all officer-related shooting or use-of-force incidents resulting in serious injury or death);
- f. Serious injury or fatality motor vehicle accidents;



- g. Missing persons
- h. Nixa Municipal Ordinances
- i. Any matter mutually agreed by School District SROs and NPD

Recommendation

Staff has reviewed this MOU and recommends approval.



Issue: Memorandum of Understanding with Nixa School District Regarding Law Enforcement

Date: July 21, 2022

Submitted By: Joe Campbell, Chief of Police

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- f. Serious injury or fatality motor vehicle accidents;



- g. Missing persons
- h. Nixa Municipal Ordinances
- i. Any matter mutually agreed by School District SROs and NPD

Recommendation

Staff has reviewed this MOU and recommends approval.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH NIXA PUBLIC SCHOOLS FOR CERTAIN LAW ENFORCEMENT SERVICES.

WHEREAS Nixa Public Schools has commissioned school officers as licenses peace officers; and

WHEREAS Missouri law requires that Public Schools seeking to commission school officers as licensed peace officers must execute a Memorandum of Understanding with local law enforcement jurisdictions; and

WHEREAS such a Memorandum of Understanding has been prepared and is attached hereto as "Council Bill Exhibit A"; and

WHEREAS City Council desires to authorize the execution of the Memorandum of Understanding, attached hereto as "Council Bill Exhibit A," for the purpose described therein.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: The Mayor, or designee, is hereby authorized to execute the Memorandum of Understanding attached hereto, and incorporated herein by this reference, as "Council Bill Exhibit A," with Nixa Public Schools. Said document shall be in substantially similar form as the document attached hereto as "Council Bill Exhibit A."

SECTION 2: The Mayor and the officers of the City are hereby authorized to do all things necessary or convenient to carry out the terms and intent of this Ordinance.

SECTION 3: This Ordinance shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

ADOPTED BY THE COUNCIL THIS 15th DAY OF August, 2022.

ATTEST:

PRESIDING OFFICER

CITY CLERK

APPROVED BY THE MAYOR THIS ___ DAY OF _____, 2022.

ATTEST:

COUNCIL BILL NO. 2022-075

ORDINANCE NO. _____

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MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

MEMORANDUM OF UNDERSTANDING REGARDING LAW ENFORCEMENT SERVICES

THIS MEMORANDUM OF UNDERSTANDING (the “MOU” or “Agreement”), is made and entered into this _____ day of _____, 2022, by the City of Nixa, Missouri and Nixa Public Schools (“School District”).

WITNESSETH:

THAT, WHEREAS, the City of Nixa Police Department (NPD) provides Law Enforcement services for the City of Nixa, Missouri; and

WHEREAS, the School District has, pursuant to Missouri Revised Statutes Section 162.215, commissioned school officers as licensed peace officers,

WHEREAS, Missouri law requires the parties to execute a Memorandum of Understanding because some of the locations at which School District’s officers may be required to perform their police functions are located within the jurisdiction of NPD; and

WHEREAS, the parties agree and acknowledge that this MOU is intended to facilitate a clear understanding for the handling of school-related incidents, and serve the purposes contemplated by § 162.215, RSMo.;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the School District and NPD as follows:

1. Law Enforcement in General. In accordance with § 162.215, RSMo., the School District will authorize and commission School Resources Officers (“SROs”) whose authority is limited to crimes occurring on School District premises and property, on School District buses, and at School District activities.

- a. SROs shall be licensed peace officers, as defined in §590.010, 115Mo. and shall comply with the provisions of Chapter 590. The powers and duties of a peace officer shall continue throughout the SROs’ tenure as a commissioned School Resource Officer. The SROs will carry a firearm as part of normal duties while on District property, buses and at school functions within the purview of this MOU.
- b. Subject to Paragraph 2 of this MOU, SROs shall have the authority to conduct any justified stop on school property and enforce any location violation that occurs on School District grounds. SROs shall have the authority to stop, detain, and arrest for crimes committed on School District property, at School District activities, and on School District's buses.
- c. SROs shall abide by School District’s Board Policies, Regulations, and Procedures and all terms and conditions defined within this MOU. SROs shall consult with and coordinate activities through the School District's superintendent or the superintendent's designee.
- d. The parties acknowledge and agree that this MOU does not grant an SRO statewide arrest authority.

2. Special Cases Requiring NPD Support. NPD agrees to respond to, investigate, and otherwise handle all issues arising from the following types of cases on School District’s premises and property, on School District’s school buses, and at District’s school activities located within NPD jurisdiction:

- a. Felonies involving the threat or use of force;
- b. Sex offenses;
- c. Weapons offenses;
- d. Misdemeanor marijuana possession if the suspect is an adult, and any other misdemeanors that potentially involve non-students;
- e. Investigations that might result in criminal charges being filed against a SRO (including all officer-related shooting or use-of-force Incidents resulting in serious injury or death);
- f. Serious injury or fatality motor vehicle accidents;
- g. Missing persons; and
- h. Any matter mutually agreed by School District SROs and NPD Command Staff (with approval by the NPD Chief) to require NPD involvement.

3. Request for NPD Services. When any case involving one of the subject matters listed in Paragraph 2 of this Agreement arises within NPD jurisdiction on School District property, the SRO responding to the case shall secure the scene, ensure the safety of persons involved (call EMT if necessary, etc.), and immediately request NPD's assistance through the E 911 dispatch.

4. Exchange of Data. All information, data, and reports in the School District's possession and necessary for the carrying out of the work, shall be furnished to the NPD without charge, and the parties shall cooperate with each other in every way possible in carrying out the work. Nothing in this MOU shall require School District to disclose information protected by the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), or any other information in which the law recognizes a protection or privilege that may subject the School District to liability for unauthorized disclosure. NPS will continue to use NPD's radio channel for all radio traffic and calls for service dispatches.

5. Personnel. NPD represents that it will secure, at its own expense, all personnel required to perform the services called for under this contract by NPD. Such personnel shall not be employees of or have any contractual relationship with the School District. All of the services required to be performed by NPD hereunder will be performed by NPD or under NPD's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the School District.

6. Term. The term of this Agreement shall be from August 1, 2022 to August 1, 2023. Thereafter the Agreement shall renew annually, unless either party terminates the Agreement as provided in this Agreement.

7. Payment. No payment shall be exchanged for the services described in this Agreement.

8. Termination of Agreement. Either party shall have the right to terminate this agreement upon giving written notice of intent to terminate to the other party at least 30 days prior to the date of termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by NPD under this contract shall at the option of the School District become its property; provided, that NPD shall not be relieved of liability to the School District for damages sustained by the School District by virtue of any such breach of the contract by NPD.

9. Conflicts. No salaried officer or employee of the City of Nixa shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders the Agreement void.

10. Discrimination. NPD agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. Liability. NPD hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions, including but not limited to all actions of NPD police officers undertaken on School District's premises and property, on School District's school buses, and at District's school activities. The School District hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions, including but not limited to all actions of School District SROs. Nothing herein shall be constructed to waive any sovereign, official, qualified or governmental immunity applicable to either party, its officers, councilmembers, agents or employees.

12. Notices. All notices required or permitted herein and required to be in writing may be given by First Class mail addressed to Joe Campbell, Chief of Police, Nixa Police Department, 715 West Center Circle, Nixa, MO 65714 and to Captain Jason Hartsell, Dir. of School Police, Nixa Public Schools, 301 S. Main St., Nixa, MO 65714. Notice shall be deemed effective upon the earlier of actual delivery, one (1) business day after posting with such courier service, or three (3) business days after deposit with the United States Postal Service in the manner above required.

13. Jurisdiction. This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Christian County, Missouri.

14. Entire Agreement. This Agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

[signatures on following page]

NIXA PUBLIC SCHOOLS

CITY OF NIXA, MISSOURI

By _____
Linda Daugherty, President of the Nixa Public
Schools Board of Education

Date: _____

Date: _____

Attest:

Mike Copeland, Secretary of the Nixa Public
Schools Board Of Education

Date: _____