



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
JULY 2, 2018
7:00 PM**

- 1. Call to Order & Pledge of Allegiance**
- 2. Roll Call**
 - A. Roll Call**
- 3. Ceremonial Matters**
 - A. A Service Award honoring Neil Vergouven for 20 Years of Loyal Service to the City of Harrisonville**
 - B. A Service Award honoring Steve Nichols for 15 Years of Loyal Service to the City of Harrisonville**
- 4. Public Participation**
- 5. Approval of Minutes**
 - A. Board of Aldermen - Work Session - Jun 18, 2018 6:00 PM**
 - B. Board of Aldermen - Regular Meeting - Jun 18, 2018 7:00 PM**
 - C. Minutes of June 18, 2018 Executive Session**
- 6. Agenda Items**
 - A. Appointment to the Harrisonville Park Board: Frank DeMoro II**
 - B. Approve 504/ADA Accessibility Compliance Policy**
 - C. Council Bill 46: A Resolution approving an Agreement for Police Services between the City of Harrisonville and the Harrisonville Cass R-IX School District, Authorizing the City Administrator to sign the Agreement, and establishing an Effective Date.**
 - D. Question: Shall the July 16 meeting be cancelled?**
- 7. Aldermen and Committee Reports**
- 8. Report from the City Administrator**

- 9. Report from the Mayor**
- 10. Adjourn to Executive Session -- RSMo. 610.021(1) Legal Actions, Causes of Actions, or Litigation**
- 11. Adjourn From Regular Session**

Posted on City Hall Bulletin Board this 28th day of June 2018

Randall K. Jones, City Clerk

The Board of Aldermen meeting is an open meeting but is not a meeting of the public. There is a place on the agenda for comments of citizens under PUBLIC PARTICIPATION. Our rule is that comments by any individual or group shall not exceed (4) minutes. The Board of Aldermen request that concerns be initially addressed at the appropriate action level before coming to the Board of Alderman



STAFF REPORT

TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: June 11, 2018
SUBJECT: Service Award, Neil Vergouven, 20 years

Type of Item: *Recognition*

Neil Vergouven was hired on June 24, 1998 and we honor him tonight for 20 years of loyal service to the city and the residents of Harrisonville.

A. Action Item (ID # 2919)

A Service Award honoring Neil Vergouven for 20 Years of Loyal Service to the City of Harrisonville



STAFF REPORT

TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: June 11, 2018
SUBJECT: Service Award, Steve Nichols, 15 years

Type of Item: *Recognition*

Steve Nichols started his career with the city on June 23, 2003 and is being honored tonight for his faithful service over the last 15 years.

B. Action Item (ID # 2920)

A Service Award honoring Steve Nichols for 15 Years of Loyal Service to the City of Harrisonville



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
WORK SESSION
CITY HALL
JUNE 18, 2018
6:00 PM

1. Call to Order & Pledge of Allegiance

The meeting was called to order at 6:00 p.m. by Mayor Hasek.

2. Present

Attendee Name	Organization	Title	Status	Arrived
Judy Bowman	Harrisonville	Board Member	Present	
Clint Long	Harrisonville	Board Member	Absent	
Jessica Levsen	Harrisonville	Board Member	Present	
David Dickerson	Harrisonville	Board Member	Present	
Matt Turner	Harrisonville	Board Member	Present	
Marcia Milner	Harrisonville	Board Member	Present	
Judy Reece	Harrisonville	Board Member	Late	6:07 PM
Brad Bockelman	Harrisonville	Board Member	Present	
Brian Hasek	Harrisonville	Mayor	Present	

Others present were City Administrator Happy Welch, Public Works Director ERic Patterson, Finance Director Marcella McCoy and City Clerk Randall Jones, Recording.

3. Discussion Items

A. Discuss FY 2018 Budget Process -- Anything to change?

City Administrator Happy Welch presented the staff report.

B. Departmental Focus -- What would the Board like to see accomplished?

Alderman Bowman would like to see the sewer rate study and sewer improvements accomplished.

Minutes Acceptance: Minutes of Jun 18, 2018 6:00 PM (Approval of Minutes)

Mayor Hasek would like to address the spillways at the lakes as well as the sidewalk at the community center.

Alderman Levsen asked what year the City had to show progress for sewer department - answer was 2021.

Alderman Bowman would like to see increase in payment for veterinarian services at Animal Control.

Alderman Levsen would like to see the Police Department locker room area that needs developed.

Alderman Reece would like to address the cleanliness of equipment at the Community Center.

Alderman Bowman would like to see an updated strategic plan as well as new customer/citizen surveys.

Alderman Levsen stated there is a need for lower priced homes within the city limits.

Administrator Welch stated a new fire truck is needed for 2019.

C. Employee Focus -- Is there anything to improve/change?

Administrator Welch discussed employee raises. The Board would like to see dollar amounts and survey what other area cities offer.

D. 10-Year Capital Plan -- Some wish list items but trying to track major expenses and plan for them.

Administrator Welch presented a copy to the Board of the City's ten year plan.

E. Individual Board Member Input

None

F. Other Budget Topics for Discussion?

None

4. Adjourn from Budget Work Session

Meeting adjourned at 6:50 p.m.

Brian Hasek, Mayor & Ex-Officio
Chairman of the Board of Aldermen

Minutes Acceptance: Minutes of Jun 18, 2018 6:00 PM (Approval of Minutes)

ATTEST:

Randall K. Jones, City Clerk

Minutes Acceptance: Minutes of Jun 18, 2018 6:00 PM (Approval of Minutes)



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
JUNE 18, 2018
7:00 PM

1. Call to Order & Pledge of Allegiance

The meeting was called to order by Mayor Hasek at 7:00 p.m.

2. Roll Call

Attendee Name	Organization	Title	Status	Arrived
Judy Bowman	Harrisonville	Board Member	Present	
Clint Long	Harrisonville	Board Member	Present	
Jessica Levsen	Harrisonville	Board Member	Present	
David Dickerson	Harrisonville	Board Member	Present	
Matt Turner	Harrisonville	Board Member	Present	
Marcia Milner	Harrisonville	Board Member	Present	
Judy Reece	Harrisonville	Board Member	Present	
Brad Bockelman	Harrisonville	Board Member	Present	
Brian Hasek	Harrisonville	Mayor	Present	

Others present were: City Attorney John Fairfield, City Administrator Happy Welch, Public Works Director Eric Patterson, Parks & Recreation Director Chris Deal, Street Superintendent Rodney Jacobs, Finance Director Marcella McCoy and City Clerk Randall Jones, Recording.

3. Ceremonial Matters

None

4. Public Participation

None

5. Approval of Minutes

A. Board of Aldermen - Work Session - Jun 4, 2018 6:00 PM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Jessica Levsen, Board Member
SECONDER: Matt Turner, Board Member
AYES: Bowman, Long, Levsen, Dickerson, Turner, Milner, Reece, Bockelman

B. Board of Aldermen - Regular Meeting - Jun 4, 2018 7:00 PM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Jessica Levsen, Board Member
SECONDER: Marcia Milner, Board Member
AYES: Bowman, Long, Levsen, Dickerson, Turner, Milner, Reece, Bockelman

6. Agenda Items

A. Love the Square— Antique Tractor Show & Parade

Staff report presented by City Administrator Happy Welch.

RESULT: APPROVED [UNANIMOUS]
MOVER: Marcia Milner, Board Member
SECONDER: Matt Turner, Board Member
AYES: Bowman, Long, Levsen, Dickerson, Turner, Milner, Reece, Bockelman

B. Revised Farmer's Market Area

Staff report presented by City Administrator Happy Welch. Alderman Bowman stated that a business owner on the west side of the square would like for the Farmer's Market to remain there.

RESULT: APPROVED [UNANIMOUS]
MOVER: Marcia Milner, Board Member
SECONDER: Matt Turner, Board Member
AYES: Bowman, Long, Levsen, Dickerson, Turner, Milner, Reece, Bockelman

C. Health Fair Incentive

Staff report presented by City Administrator Happy Welch. Alderman Bowman asked what type of health services are available at the health fair and also stated that perhaps the staff should be asked what services they would like to see offered.

RESULT: APPROVED [UNANIMOUS]
MOVER: David Dickerson, Board Member
SECONDER: Clint Long, Board Member
AYES: Bowman, Long, Levsen, Dickerson, Turner, Milner, Reece, Bockelman

D. 2018 Destruction of Records

Staff report presented by City Administrator Happy Welch.

RESULT: APPROVED [UNANIMOUS]
MOVER: Marcia Milner, Board Member
SECONDER: Jessica Levsen, Board Member
AYES: Bowman, Long, Levsen, Dickerson, Turner, Milner, Reece, Bockelman

E. A Resolution Authorizing the City of Harrisonville to Participate in the Mid-America Regional Council/Kansas City Regional Purchasing Cooperative Program, and Establishing an Effective Date

Staff report presented by City Administrator Happy Welch. Upon passage, Mayor Hasek designated it to be Resolution #24-18.

RESULT: ADOPTED [UNANIMOUS]
MOVER: David Dickerson, Board Member
SECONDER: Jessica Levsen, Board Member
AYES: Bowman, Long, Levsen, Dickerson, Turner, Milner, Reece, Bockelman

F. A Resolution of the Board of Aldermen authorizing the City Administrator to enter into an Agreement with Vance Brothers, Inc. for Slurry Sealing of Streets, and establishing an Effective Date.

Staff report presented by Street Superintendent Rodney Jacobs. Alderman Bowman asked how citizens are notified about street work and Jacobs replied with door hangers. Upon passage, Mayor Hasek designated it to be Resolution #25-18

RESULT: ADOPTED [UNANIMOUS]
MOVER: David Dickerson, Board Member
SECONDER: Clint Long, Board Member
AYES: Bowman, Long, Levsen, Dickerson, Turner, Milner, Reece, Bockelman

G. A Resolution of the Board of Aldermen authorizing the City Administrator to enter into an Agreement with Wil-Pav, Inc. for the 2018 Asphalt Program Milling and Overlay

Motion was made by Alderman Dickerson and second by Alderman Long to amend the resolution in Section 1 to state "Sugar Creek" instead of "Sugar Hill". Motion carried. Motion was made by Alderman Dickerson with second by Alderman Long to approve Resolution as amended. Motion carried. Upon passage, Mayor Hasek designated it to be Resolution #26-18.

RESULT: ADOPTED [UNANIMOUS]
MOVER: David Dickerson, Board Member
SECONDER: Clint Long, Board Member
AYES: Bowman, Long, Levsen, Dickerson, Turner, Milner, Reece, Bockelman

H. A Resolution Authorizing the City Administrator to Execute an Agreement with Nationwide Retirement Solutions to Transition to New Deferred Compensation Plan Provider for the City of Harrisonville, and Establishing an Effective Date

Staff report presented by City Administrator Happy Welch. He stated that the City owes surrender fees of up to \$11,000.00. Alderman Bowman asked if the City needed the resolution to allow Nationwide the ability to negotiate for City and Welch answered yes. Alderman Milner asked that the Board be informed of any updates to this matter. Upon passage, Mayor Hasek designated it to be Resolution #27-18.

RESULT: ADOPTED [UNANIMOUS]
MOVER: David Dickerson, Board Member
SECONDER: Jessica Levsen, Board Member
AYES: Bowman, Long, Levsen, Dickerson, Turner, Milner, Reece, Bockelman

I. A Resolution of the Board of Aldermen authorizing the City Administrator to enter into an Agreement with TAPCO (Traffic and Parking Control Company, Inc.) for Manually Actuated Flashing Signals, and Establishing an Effective Date.

Staff report presented by Public Works Director Eric Patterson. The Board was advised that three quotes were received from qualified distributors and that with the low cost the sites were expanded from two to four and that it would be \$700.00 over budget. Time is also important to have them installed before school starts. Upon passage, Mayor Hasek designated it to be Resolution #28-18.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Marcia Milner, Board Member
SECONDER: Judy Bowman, Board Member
AYES: Bowman, Long, Levsen, Dickerson, Turner, Milner, Reece, Bockelman

7. Aldermen and Committee Reports

Alderman Bowman extended an invitation to the Town Hall meeting to be held July 7th at the Harrisonville United Methodist Church. This month's speaker will be Cynthia Ammerman, Executive Director for the Cass County Historical Society along with Larry Pfautsch.

Alderman Turner mentioned the Jacobs and Moore family who donated four park benches at the tennis court. The benches were dedicated last week.

8. Report from the City Administrator

City Administrator Happy Welch pointed out that the Household Hazardous Waste Event was very successful last week.

9. Report from the Mayor

Mayor Hasek talked about the buildings on the square and good to see them being revitalized. He also mentioned about a haunted house tour in Harrisonville on June 20th.

10. Adjourn to Executive Session -- RSMo. 610.021(2); Leasing, Purchase or Sale of Real Estate

Motion by Alderman Dickerson with second by Alderman Long to adjourn to Executive Session pursuant to RSMo.610.021(2). Alderman Bowman asked about Item #5 and that it had already been discussed in open session. City Attorney John Fairfield stated that since he did not know what might be said in regard to Item #5, it would be alright. Roll call vote was taken with all ayes. Motion carried.

11. Adjourn From Regular Session

Meeting adjourned at 8:22 p.m.

Brian Hasek, Mayor & Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Randall K. Jones, City Clerk

Minutes Acceptance: Minutes of Jun 18, 2018 7:00 PM (Approval of Minutes)



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: June 28, 2018
SUBJECT: Park Board Appointment

Type of Item: *Appointment*

Mayor Hasek has announced his intention to appoint Frank DeMoro II to a three-year term on the Harrisonville Park Board.

A. Action Item (ID # 2934)

Appointment to the Harrisonville Park Board: Frank DeMoro II

Attachments:

Demoro Park Bd App (PDF)



Board, Commission and Committee Appointment Application to Serve

Name: Frank E DeMoro II		Date: 6/5/2018	
Home Address: 1005 S Locust Street, Apt. 101 Harrisonville, Missouri			
E [REDACTED] [REDACTED]@ [REDACTED].com			
C [REDACTED]		[REDACTED] 359	
Occupation: Consumer Support Technician		Best time to call: daytime am/pm	
Do you own commercial property and/or operate a business in Harrisonville? If yes, please describe. No			
Work/Business Name: Casco Area Workshop			
Work/Business Address: 1800 Vine Street, Harrisonville, Mo 64701			
Length of Residency in Harrisonville: 16 plus years		Are you registered to vote? yes	
Are you now serving, or have you ever served, on a board, commission or committee for the City of Harrisonville or any other community? ☐ Yes ☒ No If yes, please give name of board, commission and/or committee and dates served:			
BOARD, COMMISSION OR COMMITTEE PREFERENCE(S): Please list no more than three boards, commissions or committees in order of preference.			
1	Park	2	
		3	

(Application continued on reverse)

Attachment: Demoro Park Bd App (Park Board Appointment)

NARRATIVE STATEMENT: Please provide a brief statement indicating why you wish to be appointed to this board or commission, including the strengths you feel you could bring to the position for which you are applying. Information may include education, professional experience and community activities pertinent to the position for which you are applying. I wish to be a part of this board in order to be able to advocate for persons with disabilities. Prior to my accident, I worked as a local iron worker for 10 years and helped to build the community center and the justice center. I welded all the handrails at the community center. Prior to working as an iron worker, I worked for the Cass County Road and Bridge department for 2-4 years. On August 1, 2004, I was in an accident that ended my career. As an individual with a physical disability then I feel like I would be able to represent a group of persons with disabilities and advocate for all of us. I would like to be more involved in the community and decisions related to the parks and rec department. I would like to bring attention to other areas in town as well regarding accessibility and/or maintenance issues that I may have observed.

I understand that my attendance at all regularly scheduled meetings is critical, even if I am an alternate member, and that the Board of Aldermen may appoint a replacement for members who are chronically absent from regular meetings. I also understand that this application is considered a public record.

Applicant's Signature: _____



All applications are kept on file for one year. During that time, your application will be considered when there is an opening for the Board, Commission, or Committee for which you have applied.

- Please feel free to attach a resume and/or copies of any certificates pertinent to the appointment you are seeking.
- Please notify the City Clerk at 816-380-8916 if you move or no longer wish to be considered for appointment.
- Mail or deliver your completed application to: City of Harrisonville, City Clerk's Office, 300 E. Pearl, P. O. Box 367, Harrisonville, MO 67401 or email rjones@ci.harrisonville.mo.us

* Applications must be completely filled out in order to be considered *

THANK YOU FOR YOUR INTEREST IN THE CITY OF HARRISONVILLE



STAFF REPORT

TO: Board of Aldermen
FROM: Randy Jones, City Clerk
DATE: June 14, 2018
SUBJECT: 504 Compliance

Type of Item: *Approval*

B. Action Item (ID # 2929)

Approve 504/ADA Accessibility Compliance Policy

Attachments:

Section 504 nondiscrimination policy (PDF)

Section 504 Harrisonville _ ld edits 6-21-2018 (PDF)

Section 504 of 1973 Rehabilitation Act Policy Resolution

The City of Harrisonville, Missouri hereby prohibits discrimination based on a person's disability in any CDBG funded non-housing or housing project or program.

1. The City/County of designates the City Administrator as its Section 504 Coordinator.
2. The City:
 - a. Will administer its CDBG funded project from facilities accessible by persons with disabilities (that meet the UFAS accessibility standards).
 - b. Will not deny access or assistance to the services or activities provided through the CDBG funded project to any person based on their disability.
 - c. Will not deny access to any CDBG funded housing or housing assistance based solely on a person's disability.
 - d. Will not deny any person a job opportunity that results from the CDBG funded project based solely on their disability.
 - e. Will comply with "reasonable accommodation" policies.
 - f. Has an accessibility transition plan for its publicly owned and operated facilities.
 - g. Adopts the attached Section 504 Grievance Procedure.

The City hereby adopts the above policy on July 2, 2018

Brian Hasek, Mayor

Randall K. Jones, City Clerk

Attachment: Section 504 nondiscrimination policy (504 Compliance)

CDBG MODEL SELF-EVALUATION

FOR SECTION 504/ADA ACCESSIBILITY COMPLIANCE

How many full time employees does the grantee have? 116

Part I (to be completed by all grantees)

1. Briefly, describe your community's programs and services, including their purpose, scope, activities, and participants. The following includes examples of public services you might provide that would be covered under the Act:
 - a. Water and sewer service, or other municipal utilities such as electricity, natural gas, etc. ***The City of Harrisonville operates and maintains a water and sewer distribution system, a sewer treatment plant and maintains a water treatment plant located within the City limits. The City provides electrical power to most of the City.***
 - b. Parks and Recreation programs. ***The City of Harrisonville has over 400 acres that include 11 parks, a community center, aquatics center, tennis courts, golf course, shooting range and walking trails.***
 - c. Transportation infrastructure (streets, sidewalks, public transit, etc.). ***The City provides street maintenance, rights-of-way maintenance and snow removal within the City limits.***
2. Provide a brief description of the various policies that direct the operation of the programs and services you listed. Identify any current exceptions, special provisions, or separate programs designed for persons with disabilities. ***The City follows applicable State, Federal and local laws and has a policy that reasonable accommodations are made upon request to ensure all members of the community have full access to programs. The City has adopted a Personnel Policy that addresses special efforts to be made to accommodate persons with disabilities.***
3. Identify any program qualifications, eligibility, admission requirements, or licensing standards that an individual must meet that might negatively affect individuals with disabilities. For each item answered that appears to have a negative effect, include a description of action(s) planned to reduce or eliminate the disparate impact.
 - a. Do you currently provide a qualified disabled individual the opportunity to participate in, or benefit from, the aid, benefit, or service you provide? ***The City provides programs that are open to all community members. The City seeks and supports participation by all citizens with a variety of interests and abilities. If an individual needs accommodations or support to fully participate in programs, a request can be made prior to enrolling to explore available opportunities.***
 - b. Do you provide opportunities for participation or benefit to the disabled, equal to opportunities afforded the population at large? ***Yes, the City provides opportunities that benefit the disabled equaled to the population at large, upon request.***
 - c. Do you avoid providing different or separate aids, benefits, or services to a qualified individual with a disability unless proven necessary to make them as effective as the aids, benefits, or services provided to others? ***Yes, the City avoids providing separate benefits or services to a qualified individual unless it proves necessary.***
 - d. Do you exercise due diligence to avoid assisting or contracting with any persons or

entities that are known to discriminate based on disability? **Yes**

- e. Do you allow qualified disabled individuals a full opportunity to participate in all local policy planning or advisory boards? This includes providing reasonable accommodations in the scheduling of time and/or location of meetings, use of auxiliary aids including guide dogs, etc. **Yes, the City encourages disabled individuals to participate in the local policy and planning activities of the City.**
4. In the area of employment, describe your policies, practices, or procedures followed to ensure non-discrimination based on disability in:
- a. Public advertising of vacant positions and other job opportunities. **Available positions are publicly advertised in a variety of methods.**
 - b. Processing and review of applications. **Applications are reviewed to determine a candidate's skill set and experience related to the job vacancy. The application does not ask about any information related to an applicant having a disability.**
 - c. Testing and minimum requirements as a condition of employment. **Some testing is required based on essential job functions needed for the position, i.e., CDL Testing.**
 - d. Interviewing, including responding to requests for accommodation and use of nondiscriminatory questions. **The City will make every effort to provide reasonable accommodations if an individual selected for the position requests such accommodations.**
 - e. Promotion/demotion, layoff/reinstatement, or transfer, including changes in compensation resulting from these actions. **The City of Harrisonville is an Equal Employment Opportunity employer.**
 - f. Job assignments/classifications and nondiscriminatory treatment by supervisory personnel. **The City of Harrisonville is an Equal Employment Opportunity employer.**
 - g. Access to benefits, including policies on use of vacation and sick leave, unpaid leave of absence, and compensatory time. Also include opportunities for training, attendance at conferences, or other supported activities, including recreational or social programs, health and insurance benefits, etc. **Benefits are provided to all employees equally.**
 - h. Process for considering a request for a reasonable accommodation on the job, including method of determining whether an individual with a disability is capable of performing the essential functions of a particular job with or without a reasonable accommodation. **Request for accommodation are reviewed by the City of Harrisonville Administration Department.**
5. To insure that your communication with disabled applicants, participants, and members of the public are as effective as communications with non-disabled individuals, the grantee should address the following:
- a. If any written materials are produced on a program or service, indicate whether the following alternative formats are provided:

1. Audio tape	☐ Yes	☒ No
2. Braille	☐ Yes	☒ No
3. Reader	☐ Yes	☒ No
4. Aide	☒ Yes	☐ No

5. Mailed to home ☒ Yes ☐ No
6. Large print format ☒ Yes ☐ No
7. Interpreter ☒ Yes ☐ No
8. Other assistance ☒ Yes ☐ No
- b. How would a disabled person learn about these auxiliary aids and services, and how could they request such assistance from you? ***A disabled person should contact the City Clerk's Office.***
- c. How will you ensure that meetings, hearings, and conferences are accessible for individuals with communication disabilities? ***Meetings, hearings and conferences will be made accessible for individuals with disabilities if the City is notified in advance.***
- d. Do you currently offer TDD (telecommunication device for the disabled) access within your communications system? **No**
- e. Is 911 or E-911 emergency service offered within your jurisdiction? **Yes** If so, is there a TDD connected to your system? **Yes**
- f. Do you have a toll-free phone number to access services and programs? **No** If so, is it usable by persons with hearing impairments? **No**
- g. Do you have any public telephones located within your facilities? **No** If so, is at least one phone hearing aid compatible? **No**
- h. If you determine that equally effective communication cannot be provided, you must include a statement in your self-evaluation explaining why the service, program, or activity would be fundamentally altered or result in undue financial and administrative burdens. You must also include a description of alternative actions that will be taken to provide the benefits or services to the maximum extent possible. ***The City believes that effective communication can be provided to persons with disabilities, provided the City is afforded reasonable notice.***

Part II (to be completed by grantees with 15 or more employees)

1. Do you have a policy regarding non-discrimination on the basis of disability that is in compliance with CDBG requirements? ☒ Yes ☐ No

If you answered No to this question, you may contact the CDBG office for a sample policy and initial notice. If you answered Yes to this question, have you published a notice regarding this policy? (Please include the publication date.)

2. Is a copy included in the appropriate project files with your self-evaluation and other related documentation? ☒ Yes ☐ No
3. Does your Notice of Nondiscrimination include the following:
- a. Contact information for your 504/ADA coordinator ☒ Yes ☐ No
- b. How to request auxiliary aids or other services ☒ Yes ☐ No
- c. That alternative formats are available ☒ Yes ☐ No
- d. That a complaint grievance procedure has been adopted ☒ Yes ☐ No
4. Do you have a grievance procedure? ☒ Yes ☐ No

If you answered No, then you must adopt one for successful completion of this project. You may contact the CDBG office for a sample copy.

If you answered Yes, does it include the following?

- | | | |
|--|---|-----------------------------|
| a. A statement allowing an individual to submit a grievance in alternative formats | ☒ Yes | ☐ No |
| b. A time limit for filing a grievance procedure | ☒ Yes | ☐ No |
| c. Information on how to also file a complaint through appropriate State or Federal agencies | ☒ Yes | ☐ No |

Part III Section 504 Accessibility Transition Plan (to be completed by grantees with 15 or more employees)

Please complete the attached Section 504 Transition Plan Outline for EACH publicly owned or publicly leased facility in your jurisdiction.

I have reviewed the above self-evaluation and believe it to be accurate as of this date.

Signature, Chief Elected Official

Date

NEW: Alternative Accessibility Standard Allowed Under Section 504 of the Rehabilitation Act of 1973

On May 27, 2014, HUD announced an alternative accessibility standard to the Section 504 accessibility standard. It announced that developers may use the American with Disabilities Act (ADA) 2010 Standards for accessible design as an alternative to the Uniform Federal Accessibility Standards (UFAS) when undertaking new construction or alterations to existing structures on or after May 23, 2014, except for specific design provisions where the UFAS standard affords greater accessibility.

Under Section 504, HUD requires that its programs or activities that are paid for with HUD funds be readily accessible to and usable by persons with disabilities. Section 504 prohibits discrimination on the basis of disability in any program or activity that receives Federal financial assistance from the Department. Section 504 specifically prohibits the denial of benefits of, exclusion from participation in, or other discrimination against qualified individuals with disabilities in Federally assisted programs or activities because a grantee's facilities are inaccessible to or unusable by individuals with disabilities. The regulation requires that the design, construction, and alteration of projects meet physical accessibility requirements.

Prior to May 27, 2014, this meant compliance with the UFAS accessibility standards when using HUD funds. Now, it means that the 2010 ADA Standards may be used as an alternative, except where the UFAS standards provides for greater accessibility.

For more information go to: www.hud.gov

SECTION 504 ACCESSIBILITY TRANSITION PLAN

- Complete a Plan page for each publicly owned or publicly leased facility.

Date: June 15, 2018

Name of person completing this form: Randall K. Jones

Title: City Clerk

Phone Number: 816-380-8916

E-Mail Address: rjones@ci.harrisonville.mo.us

Name and address of facility:

**City Hall
300 E Pearl Street
Harrisonville, MO 64701**

Necessary structural changes (if needed):

Handicap-accessible doors with openers.

Type of action to be taken:

Install automatic doors and openers.

Person responsible for overseeing action:

Happy Welch, City Administrator

Projected start date for action:

TBD

Projected completion date for action:

TBD

Projected cost for completing project:

TBD

SECTION 504 ACCESSIBILITY TRANSITION PLAN

- Complete a Plan page for each publicly owned or publicly leased facility.

Date: June 15, 2018

Name of person completing this form: Randall K. Jones

Title: City Clerk

Phone Number: 816-380-8916

E-Mail Address: rjones@ci.harrisonville.mo.us

Name and address of facility:

**Community Center
2400 Jefferson Parkway
Harrisonville, MO 64701**

Necessary structural changes (if needed):

Chair Lifts for pool.

Type of action to be taken:

Install chair lift.

Person responsible for overseeing action:

Chris Deal, Parks & Recreation Director

Projected start date for action:

TBD

Projected completion date for action:

TBD

Projected cost for completed project:

TBD

SECTION 504 ACCESSIBILITY TRANSITION PLAN

- Complete a Plan page for each publicly owned or publicly leased facility.

Date: June 15, 2018

Name of person completing this form: Randall K. Jones

Title: City Clerk

Phone Number: 816-380-8916

E-Mail Address: rjones@ci.harrisonville.mo.us

Name and address of facility:

**Police Department
205 N Lexington Street
Harrisonville, MO 64701**

Necessary structural changes (if needed):

Handicap-accessible doors with openers.

Type of action to be taken:

Install doors and openers.

Person responsible for overseeing action:

John Hofer, Police Chief

Projected start date for action:

TBD

Projected completion date for action:

TBD

Projected cost for completed project:

TBD

SECTION 504 ACCESSIBILITY TRANSITION PLAN

- Complete a Plan page for each publicly owned or publicly leased facility.

Date: June 15, 2018

Name of person completing this form: Randall K. Jones

Title: City Clerk

Phone Number: 816-380-8916

E-Mail Address: rjones@ci.harrisonville.mo.us

Name and address of facility:

**EMS
903 S Commercial Street
Harrisonville, MO 64701**

Necessary structural changes (if needed):

Handicap-accessible doors with openers.

Type of action to be taken:

Install automatic doors and openers.

Person responsible for overseeing action:

Eric Myler, EMS Director

Projected start date for action:

TBD

Projected completion date for action:

TBD

Projected cost for completed project:

TBD

SECTION 504/ADA GRIEVANCE PROCEDURE

The City of Harrisonville, Missouri adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by the Americans With Disabilities Act (ADA) and implementing Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794). Section 504 states, in part, that “no otherwise qualified individual with a disability.....shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

1. Complaints should be addressed to City Clerk’s Office who has been designated by the City to coordinate Section 504/ADA compliance efforts. Complaints should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
2. A complaint should be filled within 10 days after the complainant becomes aware of the alleged violation. (Processing allegations of discrimination that occurred before this grievance procedure was in place will be considered on a case-by-case basis.)
3. An investigation, as may be appropriate, will follow a filing of a complaint. The Section 504/ADA Coordinator will be in charge of the investigation. These rules contemplate informal but thorough investigations that afford all interested persons and their representatives an opportunity to submit evidence relevant to a complaint.
4. A written determination as to the validity of the complaint and a description of the resolution, if any, will be issued by the Section 504/ADA Coordinator and a copy forwarded to the complainant no later than 30 days after its filing.
5. The Section 504/ADA Coordinator will maintain the files and records of the City relating to the complaints filed.
6. The complainant can request a reconsideration of the case in instances where he/she is dissatisfied with the resolution. The request for reconsideration should be made within 10 days to the Mayor.
7. Using the grievance procedure is not a prerequisite to the pursuit of other remedies, including the filing of a Section 504 or ADA-related complaint with the responsible Federal department or agency.
8. These rules will be construed to protect the substantive rights of interested persons, meet appropriate due process standards, and assure that the City complies with the ADA, Section 504 and all implementing regulations.

This procedure was adopted by the City of Harrisonville on the 2nd day of July, 2018.

Brian Hasek, Mayor

Attest: Randall K. Jones, City Clerk

Attachment: Section 504 Harrisonville _ Id edits 6-21-2018 (504 Compliance)



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: June 20, 2018
SUBJECT: Renew SRO Contract

Type of Item: *Approval*

Each year we have to renew the contract with the Harrisonville Cass R-IX School District to provide 2 School Resource Officers, one for the high school and one for the middle school.

This contract was re-drafted by the school and the City last year and I recommend approving the new contract to provide SRO services to the school.

Council Bill No. 46

Resolution No.

A Resolution approving an Agreement for Police Services between the City of Harrisonville and the Harrisonville Cass R-IX School District, Authorizing the City Administrator to sign the Agreement, and establishing an Effective Date.

WHEREAS, the City of Harrisonville (“City”) proposes to renew the Agreement to provide School Resource Officers (SROs) at the Middle School and High School of the Harrisonville Cass R-IX School District (“School District”) pursuant to a proposed Agreement, which is attached hereto, for Police Services (“Agreement”);

WHEREAS, the School District will pay for the SROs to be at the schools for protection, resource, and teaching;

WHEREAS, the SROs, pursuant to the Agreement, shall investigate crimes committed within the schools and work with the School District as allowed by law;

WHEREAS, the SROs will remain Harrisonville Police Department (“Police Department”) employees, shall be supervised by the Chief of Police of Harrisonville and SROs superior officers of the Police Department, and shall also continue to be City police officers to investigate crimes and perform Police Department services for the City;

WHEREAS, the SROs will be trained to provide programs on tobacco, alcohol, drugs, violence diffusion/prevention, and other safety issues;

WHEREAS, the SROs will conduct themselves in a professional and courteous manner;

WHEREAS, the proposed Agreement has been negotiated between the City and the School District, and City staff recommends approval; and

WHEREAS, the Agreement meets the needs of the City and the School District, the Board of Aldermen feel it is important to supply SROs to the School District through this Agreement, and find that the Agreement is in the best interest of the City and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI, AS FOLLOWS:

Section 1: That the City Administrator is hereby authorized and directed by the Board of Aldermen on behalf of the City of Harrisonville, Missouri, to enter into the attached Agreement with the Harrisonville Cass R-IV School District to provide 2 School Resource Officers (SROs) to the School District under the terms specified in the Agreement.

Section 2: That this resolution shall become effective immediately upon its passage and approval.

PASSED AND RESOLVED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Harrisonville, Missouri, this 2nd day of July 2018.

Brian Hasek, Mayor and Ex-Officio

Chairman of the Board of Aldermen

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 2nd day of July 2018

AGREEMENT FOR POLICE SERVICES

(School Resource Officer: High School and Middle School)

2018-2019 School Year

THIS AGREEMENT FOR POLICE SERVICES ("**Agreement**"), made and entered into as of this _____ day of July 2018, by and between the **City** of Harrisonville, Missouri, ("**City**") and the Harrisonville Cass R-IX **School District** ("**School District**").

WHEREAS, the **School District** has requested the **City** assign **SRO(s)** during regular **School Hours**, for a minimum of 185 days, except as provided herein otherwise, for the **School District**, located within Harrisonville city limits; and

WHEREAS, the **City** has **SRO(s)** who will be assigned to both the **School District** High School and Middle School (collectively the "**Schools**") during regular school hours.

NOW, THEREFORE, in consideration of the compensation to be paid to the **City** and services herein to the **School District**, and the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, the **City** for itself, and its successors, and the **School District** for itself, or its successors, as follows:

1. Definitions.

1.1. "**Authorized School Official**" shall mean any person designated and authorized in writing by the **School District** or by the **School District** School Board ("**School Board**") to act on behalf of the **School District** pursuant to the terms of this **Agreement**, and is authorized to give instructions to the **SRO**.

1.2. "**Chief of Police**" means the **City** Chief of Police.

1.3. The phrase "**City and City Staff**" shall include the **SRO(s)**, and all employees, staff and public officials of the **City**.

1.4. "**Harrisonville Police Officer**" or "**Investigating Officer**" means any **SRO** or police officer of the **City** who is on active duty.

1.5. "**Parent**" or "**Parents**" shall include either or both parents, or the legal guardian of any student.

1.6. "**On-Campus**" or "**School Property**" shall mean the physical boundaries of the real property owned or leased by the **School District**.

1.7. "**Off-Campus**" shall mean any place that is not **On-Campus**.

Attachment: 2018-19 SRO City-School Contract (Renew SRO Contract)

1.8. “**School**” when used in reference to an **SRO** shall mean the **School District** school such **SRO** is assigned to by an **Authorized School Official** and the **Chief of Police**.

1.9. “**School Community**” means and includes **School Personnel**, **School District** students and their parents.

1.10. “**School District**” means the Harrisonville Cass R-IX **School District**, its Board of Education, members of its Board of Education, employees, volunteers, and agents acting on behalf of the **School District**.

1.11. “**School Emergency Circumstances**” mean any circumstances that either the **SRO** or **Authorized School Official** deems an emergency.

1.12. “**School Day**” means any calendar day while **School is in Session**.

1.13. “**School Hours**” mean the time period on any **School Day** during which **School District** students are scheduled to attend school.

1.14. “**School Personnel**” shall mean any employee of the **School District**.

1.15. “**School Related**” means any **School District** activity, event, crime, incident, investigation, student, or program.

1.16. “**School Related Student Problem**” means issues with **School District** students that violate any federal, state, or local laws or regulations, and/or any **School District** policy, rule or regulation.

1.17. The phrases “**School is in Session**” or “**Regular School Year**” for the purposes of this **Agreement** shall mean the period of time specified by the parties in Section 3.

1.18. “**SRO**” or “**SRO(s)**” shall mean the school resource officer(s) and/or Harrisonville Police Officer or officers designated in writing by the **City** pursuant to the terms of this **Agreement**, and accepted by the **School District**.

2. **Scope of Services.**

2.1. **General Purpose.**

The general purpose of this **Agreement** is for the City to assign two (2) **SRO(s)** to provide law enforcement services as specified herein for the **School District**. The **SRO(s)** will work with **School Personnel** in providing alcohol and other drug education, maintaining a safe campus environment, serving as law enforcement problem-solving resource persons, and provide the appropriate response regarding **On-Campus** or **School Related** criminal activity.

2.2. **SRO Responsibilities:**

The Scope of Services for the **SRO(s)** shall initially include such duties and responsibilities described in section 10.

2.3. Scope of Services; additional.

The **City** and **School District** may, from time to time, agree to additional duties to be added the Scope of Services to be performed by the **SRO** which shall be specified in detail on a “Schedule A – Additional Scope of Services” (“**Additional Scope of Services**”) and then attached hereto, from time to time, and incorporated by reference. The parties hereto shall both show their agreement to the **Additional Scope of Services** by signing said Schedule A, as it is amended in writing from time to time.

3. Term.

The effective term of this **Agreement** shall be from August __, 2018 until the end of the 2018-2019 school year according to the **School District’s** calendar, provided the term may be mutually extended by the parties, in writing, as they deem necessary to satisfy attendance requirements that may have been affected by weather or other factors. During days that the Schools are not in session, the **SRO(s)** shall perform regular police duties at a duty station as determined by the **Chief of Police**.

4. City and City Staff Relationship with School District; Independent Contractor.

4.1. City and City Staff Are Independent Contractors.

The **City and City Staff** shall have the status of an independent contractor for purposes of this **Agreement**. The **SRO(s)** assigned to the **Schools** shall be considered to be employees of the **City** at all times, and shall be subject to its control and supervision, except such reasonable direction exercised by an **Authorized School Official** pursuant to the terms and conditions of this **Agreement**.

4.2. SRO(s) Subject to City Procedures & Training.

The **SRO(s)** will be subject to current procedures in effect for the **City** and the Harrisonville Police Department, including attendance at all mandated training and testing to maintain state law enforcement officer certification.

4.3. City Right to Direct SRO(s) to Other Duties and Emergencies.

The **City** reserves the right to direct and control the actions of any **SRO** covered by this **Agreement**, including but not limited to directing said **SRO** to leave either or both of the Schools to respond to emergencies, disturbances, or some other duties while **School is in Session**, if necessary, for the good of the **City**. In such an event, the time spent shall not be considered hours worked under this **Agreement**. The **School District** hereby agrees and understands that in such situations there may be no **SRO** services at the **Schools**, and that neither the **SRO** nor the **City and City Staff** shall be liable under any circumstances for the absence or failure to act by the **SRO(s)** with respect to any event, crime, problem or emergency at the **Schools** while the **SRO** is responding to such other duties.

4.4. School District and School Personnel Not Agents of City and City Staff.

This **Agreement** does not cause the **School District**, or any **School Personnel** or agent to be an employee, agent, or partner of **City** and City Staff under any circumstances or for any reason whatsoever.

5. Waiver of Claims; Indemnification.

Each party hereby agrees that he/she/it is solely responsible for their acts and the acts of their own employees or agents while the parties are engaged in the performance of services under this **Agreement**.

5.1. The **School District** hereby waives any and all claims against **City and City Staff** for damages and compensation for any failure to act, delay, mistake, loss, damage, personal injury, death or any other matter occurring as a consequence rendering the services contemplated under this **Agreement** ("**Claims**"). The School District shall indemnify and hold harmless the City and City Staff from all School District Claims resulting from the acts and/or omissions of the School District.

5.2. **City** hereby waives any and all claims against the **School District** for damages and compensation for any failure to act, delay, mistake, loss, damage, personal injury, death or any other matter occurring as a consequence rendering the services contemplated under this **Agreement**. The **City** shall indemnify and hold harmless the **School District** from all **Claims** resulting from the acts and/or omissions of the **City and City Staff**.

6. Termination.

This **Agreement** may be terminated without cause by either party upon 30 days prior written notice and any outstanding sums due **City** shall be paid and brought current within the 30-day period immediately following such termination.

This **Agreement** may be terminated by the **School District** at any time with cause upon written notice to the **City**.

7. School District agrees to:

The **School District** through its School Personnel shall:

- 7.1. Pay the **City** an amount equal to the cost of each **SRO's** hourly rate, not to exceed \$30.00 per hour, which shall include the **SRO's** actual wages, benefits and overhead, multiplied by the number of hours the **SRO** actually dedicates to the School Resource Officer duties. The Harrisonville **School District** will provide payment or an objection to the **City** within thirty (30) days of its receipt of a detailed invoice showing the dates of service, description of services provided, and charge for those services. This funding structure shall be followed as long as the Agreement remains in force.

- 7.2. Provide the **SRO(s)** with access to all school buildings necessary to accomplish the intent of this **Agreement**.
- 7.3. Provide the **SRO(s)** an office and such equipment as are necessary at his/her assigned **Schools**. This equipment shall include a telephone and filing space capable of being secured and access to a computer and printer.

8. City Duties With Respect to the SRO(s).

The **City** agrees to the following with respect to the **SRO(s)**:

- 8.1. Provide the **SRO(s)** to the **School District** during normal school hours while the **School is in Session**, which are anticipated to be from 7:00 a.m. to 3:00 p.m., for a minimum of 185 days, except as otherwise provided herein, ("Minimum Days"), or such other time agreed to in writing by the parties. The maximum number of hours that a **SRO** will provide in a calendar month shall be 168 hours, and the minimum shall be 40 hours per week ("Minimum Hours"). The parties hereto understand that number of **Minimum Days** and/or **Minimum Hours** may be reduced by the circumstances described in Section 4.3., 8.2., 10., or other terms in this **Agreement**. The **School District** may exclude any individual **SRO** from performance under this **Agreement**. If the **School District** excludes an individual **SRO**, the **City** will provide a different individual **SRO** to complete performance of this Agreement.
- 8.2. The **City** will endeavor to have SRO(s) available for duty at their assigned **Schools** each day that **School is in Session** during the **Regular School Year**. The **City** is not required to furnish substitute **SRO(s)** on days when regularly assigned **SRO(s)** are absent due to illness or police department requirements.
- 8.3. The **City** agrees to provide and pay the **SRO(s)**' salaries and employment benefits in accordance with the applicable salary schedules and employment practices of the **City**, including, but not necessarily limited to: sick leave, annual leave, retirement compensation, life insurance, dental insurance, and medical/hospitalization insurance.
- 8.4. The **City** agrees to provide the **School District** the results of a criminal background check on each SRO who performs duties under this Agreement that includes a search of the Federal Bureau of Investigation's (FBI) criminal history files; the Missouri State Highway Patrol's (MSHP) criminal the Family Care Safety Registry (FCSR) or the central registry of child abuse and neglect of the Children's Division (CD) of the Missouri Department of Social Services before the SRO performs services under this Agreement.

9. Basic Qualifications for a SRO.

To be an **SRO**, an officer must reasonably meet all of the following basic qualifications:

- 9.1. Shall be a commissioned law enforcement officer with POST Certification and at least two years of law enforcement experience;
- 9.2. Shall possess a sufficient knowledge of the applicable Federal and State laws, **City** and County ordinances, and Board of Education policies and regulations, as provided by an **Authorized School Official**;
- 9.3. Shall be capable of conducting in-depth criminal investigations;
- 9.4. Shall possess even temperament and set a good example for students; and
- 9.5. Shall possess communication skills that would enable the officer to function effectively within the school environment.

10. **SRO Responsibilities on School Property.**

The **SRO(s)** shall have the following responsibilities on the **School Property** of the **Schools** they are assigned to:

- 10.1. Protect lives and property for the citizens and public-school students of the **School District**.
- 10.2. Enforce Federal, State, and Local criminal laws and ordinances.
- 10.3. Investigate criminal or suspicious activity committed on or adjacent to **School Property**, taking the appropriate steps consistent with federal and state laws. Provided, however, the **SRO** shall not have the responsibility to arrest or detain any person unless a crime was committed in the presence of the **SRO**, or with probable cause, or pursuant to the instructions of the **Chief of Police**.
- 10.4. Inform and alert other emergency personnel about potentially dangerous and/or hazardous situations.
- 10.5. Gather information regarding potential problems such as criminal activity, gang activity and student unrest and attempt to identify particular individuals who may be a disruptive influence to the **School** and/or **School** students.
- 10.6. Work with the principal or his/her designee to develop crisis procedures and protocols.
- 10.7. Act as a communication liaison with law enforcement agencies: providing basic information concerning **School District** students on **School Property** served by the **SRO** without breaching student confidentiality as outlined in the Section 18. entitled, "Access to School District Student Records."
- 10.8. Provide a program of law and education-related issues to the **School Community**, including Parents, on such topics as: tobacco, alcohol, and other drug issues, and in

addressing violence diffusion, violence prevention, and other safety issues in the **School Community**.

- 10.9. Provide security for special events or functions, such as sporting events, PTA meetings, etc., at the request of the principal, **Authorized School Official**, or **Chief of Police**.
- 10.10. Be a general resource for the **School Personnel** on issues related to alcohol, and other drugs, violence prevention, gangs, safety and security.
- 10.11. Present educational programs to **School District** students and **School Personnel** on topics agreed upon by both parties.
- 10.12. Refer **School District** students and/or their families to the appropriate agencies for assistance when a need is determined.
- 10.13. The **SRO** shall notify the **School's** Principal or his/her designee before making contact with a **School District** student regarding any criminal investigation.
- 10.14. The **SRO** will act consistently with the following conduct:
 - 10.14.1. Not discriminating or harassing **School Personnel**, students or others on the basis of race, color, religion, sex, national origin, ancestry, disability, age, genetic information or any other characteristic protected by law;
 - 10.14.2. Not retaliating against **School Personnel**, students or others for making complaints of discrimination or harassment;
 - 10.14.3. Not using tobacco products on **School District** property;
 - 10.14.4. Not committing fraud or misappropriating **School District** funds;
 - 10.14.5. Reporting hazardous conditions to **School Personnel**;
 - 10.14.6. Maintaining courteous and professional relationships with pupils, parents and guardians, other **School Personnel** of the district and all other persons;
 - 10.14.7. Properly using school property;
 - 10.14.8. Refraining from using profanity;
 - 10.14.9. Not advocating or opposing any political or religious views while on **School District** property or at **School District** events;
 - 10.14.10. Not possessing or using alcohol, unauthorized prescription drugs, or illegal drugs on **School District** property, except when possession is required by the **SRO's** duties;

- 10.14.11. Maintaining appropriate professional conduct, demeanor, and boundaries with students in all interactions, electronic communications, and other communications;
- 10.14.12. Refraining from discussing sexuality with students or **School Personnel** except when such discussion is required by the **SRO's** duties;
- 10.14.13. Cooperating with **School Personnel** regarding requirements for students with disabilities;
- 10.14.15. Reporting bullying to the principal of the school at which the **SRO** is assigned; and
- 10.14.16. Otherwise acting professionally towards **School Personnel**, students, and other persons while performing duties under this **Agreement**.
- 10.15. Unless in the **SRO's** opinion circumstances prevent it, the **SRO** will attempt to advise the **School** Principal prior to taking legal action, subject to the officer's duties under the law.
- 10.16. The **SRO** shall not be asked to take any action involving the control of a student, including without limitation, escorting or detaining such student, unless the student has committed or is suspected of committing a crime and the **SRO** has probable cause to arrest or investigate such student.
- 10.17. The **SRO** shall not act as a School disciplinarian, nor make recommendations regarding **School** discipline, or have the responsibility to enforce or provide assistance to enforce **School District** policy, rules and regulations.

11. **SRO Restricted to Their School, exceptions.**

The **SRO's** activities and duties shall be restricted to their **School**, except under the following circumstances:

- 11.1. The **SRO** may visit the home of a **School District** student, accompanied by an **Authorized School Official**, or their designee, as the result of an investigation authorized by an **Authorized School Official** as a result of **School Related Student Problems**.
- 11.2. If an **Authorized School Official** requests an **SRO's** participation at School related **Off-Campus** activities, the **SRO** may participate when such participation is approved by the supervising Harrisonville Police Lieutenant or **Chief of Police**.
- 11.3. When the **SRO** is attending juvenile court and/or criminal cases arising from and/or out of his/her employment as a **SRO**, or duties as a Harrisonville Police Officer.

11.4. Provided, however, that nothing in this **Agreement** shall prevent any **SRO** from performing their duties as a police officer for the **City**.

12. Transporting Students.

Unless the student is under arrest, the **SRO** shall not transport any **School District** student in a police vehicle, except under the following circumstances, and, in any such situation, an **Authorized School Official** must designate appropriate **School Personnel** to accompany the **SRO** and student in the vehicle, as follows:

12.1. In response to **Off-Campus**, but **School Related**, criminal activity.

12.2. In response to emergency police activities when the student is a victim of a crime, or some other **School Emergency Circumstances** exist. Provided, however, the **SRO** or **City** Police may always transport a student, with or without **School Personnel**, if the student is under arrest with respect to a crime.

12.3. The student is suspended and sent home from school pursuant to school disciplinary action AND the student's Parent has refused or is unable to pick up the student within a reasonable time period AND the student is disruptive/disorderly, causing his/her continued presence **On-Campus** to be a threat to the safety and welfare of other students and **School Personnel**, as determined by the **SRO** or his/her supervisor and an **Authorized School Official**.

12.4. The student is to be transported from home to school or school to home at the request of an **Authorized School Official** with approval from the **Parents**.

12.5. If the student to be transported **Off Campus** is not under arrest, a victim of a crime, or violent or disruptive, the school administration shall provide transportation for the student, and the **SRO** may accompany the **School Personnel** in transporting the student, if requested and authorized by an **Authorized School Official**.

12.6. A student shall not be transported to any location unless it is determined that the student's Parent is at the destination to which the student is being transported.

12.7. The **SRO** shall notify the **School** Principal or an **Authorized School Official** before removing a student from **School Property**.

13. Investigation of Crimes Committed on School Property or at a School District Function.

The **SRO** shall investigate crimes committed on **School Property** or at a **School District** function in accordance with and pursuant to the terms and limitations specified in this **Agreement**.

Attachment: 2018-19 SRO City-School Contract (Renew SRO Contract)

14. Investigation of Crimes Committed Off-Campus.

The **SRO's** investigation of crimes committed **Off-Campus** shall be governed by the following:

14.1. The **SRO** shall notify the **Authorized School Officials** and coordinate with the appropriate local law enforcement agency in the investigation of crimes that occur at **School District** bus stops and while **School District** students are walking to and from the **Schools** within the city limits of the **City**.

14.2. With respect to crimes committed off of **School Property** or at times when the **School** is not in session.

14.2.1. The **SRO** or **Investigating Officer** should contact the **School** Principal in advance and inform him/her of the reason(s) to conduct an investigation within the **School District's School** building or at times when such **School** is in session.

14.2.2. The **SRO** or **Investigating Officer** and the **School** Principal shall mutually agree on a convenient time during the **School Day** to conduct the investigation.

14.2.3. An **Authorized School Official** may designate appropriate **School Personnel** to interview and interrogate **School District** students (suspects or witnesses) at **School** during school hours. Provided, however, the **SRO**, at their sole discretion, may choose to not participate in such interview or interrogation by **School Personnel**.

14.2.4. The **SRO** and such other law enforcement officials approved by an **Authorized School Official** may interview and interrogate students (suspects or witnesses) with respect to criminal activity or suspected criminal activity at school during **School Hours**, provided the terms of this Section 14. have been followed.

14.2.5. If authorized by an **Authorized School Official**, parental consent is not required to interview a witness or victim; however, the **SRO** or **Investigating Officer** shall make a reasonable effort to notify the student's **Parents** to make them aware of the interview.

14.2.6. The **SRO** or **Investigating Officer** shall notify a student juvenile suspect's **Parents** prior to interrogation to offer them the opportunity to be present during the student suspect's interrogation. Provided, however, that if the **Parents** decline or refuse to attend, or cannot be contacted, the **SRO** or **Investigating Officer** will not conduct the interrogation unless there is probable cause to arrest the student suspect, and the **SRO** or **Investigating**

Officer determine, in their sole discretion, they have a lawful right to arrest or detain the student suspect.

14.2.7. When a **SRO** or a Harrisonville Police Officer find it necessary to question **School District** students during a **School Day** or **School District** periods of extra-curricular activities, the School Principal or designee may be present and the interview will be conducted in private.

15. SRO Detention of School District Student or Employee.

15.1. Student Victim or Witness.

Irrespective of any term or condition specified herein, with respect to any interview or interrogation of a student for violation **School District** policies or regulations, the **SRO** will not detain a student victim or witness against their will, will not restrict such student from leaving any interview, and will not enforce or assist in the detention or interrogation of any such student, against their will, by **School Personnel**.

15.2. School District Employee.

Irrespective of any term or condition specified herein, with respect to any interview or interrogation of a **School District** employee for violation **School District** policies or regulations, the SRO will not detain such employee against their will, will not restrict such employee from leaving any interview, and will not enforce or assist in the detention or interrogation of any such employee, against their will, by **School Personnel**.

16. School District and SRO Video or Body Camera (“Cam”) Recordings.

The **School District** hereby agrees that all video and/or audio recordings, or other electronic and/or digital recordings or reproductions/copies, including, but not limited to, body cam video or audio recordings made or collected by the **SRO(s)** or Harrisonville Police shall remain the private property of the **City** and its Police Department (“Media”). The release of the Media shall be in the sole discretion of the **City**.

17. Controlled Substances.

The parties hereto agree that the following terms shall apply to instances involving controlled substances on **School Property** or at **Off-Campus School** activities:

17.1. **School Personnel** shall notify the **SRO** in all instances involving ALL possessions, sales, or distribution of controlled substances at School or School activities.

17.2. Any controlled substances or suspected controlled substances confiscated by **School Personnel** shall be turned over to the **SRO** or Investigating Officer for proper identification and eventual destruction.

- 17.3. If there is probable cause to believe that a **School District** student or any other person has sold or is selling controlled substances at or near the **Schools**, the **SRO** shall be notified, and the **SRO** may file a juvenile petition or seek a criminal warrant, as is appropriate under the circumstances. However, the decision to initiate a juvenile petition or criminal warrant will be in the sole discretion of the **SRO**, his/her supervisor at the Harrisonville Police Department, and the Cass County Juvenile Officer.

18. Access to School District Student Records.

With respect to access to **School District** student records:

18.1. **City** agrees the **SRO** shall at all times recognize and comply with the confidentiality of student and education records and will only seek such records in accordance with the requirements of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. sec. 1232g et seq., and the Harrisonville **School District's** Board Policies.

18.2. **School Personnel** shall allow the **SRO** to inspect and copy any public records and any School surveillance video recording maintained by the **School** including student directory information such as yearbooks. However, the **SRO** and **City** police may not inspect and/or copy confidential student education records except in accordance with Board of Education Policies and Regulations, or as provided by law.

18.3. If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, **School Personnel** may 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. A full explanation as to the need of the information to meet the emergency situation and the extent to which time is of the essence shall be articulated in the **SRO's** official police report.

18.4. If confidential student record information is needed, but no emergency situation exists, the student record information may be released only upon the issuance of a search warrant or subpoena to produce the records. Pursuant to 34 C.F.R. 99.31, a reasonable effort shall be made to notify the **Parents** or eligible student of the warrant or subpoena in advance of compliance, so that the **Parents** or eligible student may seek protective action unless the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed. Pursuant to 34 C.F.R. 99.38, the **SRO** or other authorities to whom the records are disclosed shall certify in writing to the **School District** that

the information will not be disclosed to any other party, except as provided under State law, without the prior written consent of the **Parents** of the student.

19. NOTICE:

All notices to be provided regarding this Agreement shall be in writing and shall be given by email, personal delivery or by ordinary mail, as follows:

19.1. if to Harrisonville **School District** shall be addressed to:

Superintendent of Schools
503 South Lexington, Harrisonville, Missouri, 64701
Phone number: 816-380-2717
Email Recipient: Paul Mensching
Email: paul.mensching@harrisonvilleschools.org

19.2. And if to the City to:

Harrisonville City Administrator
300 E. Pearl St., Harrisonville, MO 64701
Phone number: 816-380-8919
Email Recipient: Happy Welch
Email: hwelch@harrisonville.com

20. Authority to Sign.

The School District and **City** each represent and warrant to the other that the person or entity signing this **Agreement** on behalf of such party is duly authorized to execute and deliver this **Agreement** and to legally bind the party on whose behalf this **Agreement** is signed to all of the terms, covenants and conditions contained herein.

20. Sovereign Immunity.

Nothing in this **Agreement** shall be construed as a waiver of sovereign or governmental immunity by either Harrisonville **School District** or the **City**.

21. Miscellaneous.

21.1. Cooperate to Accomplish Purpose:

The parties hereto shall cooperate to accomplish the intended purpose of this **Agreement**, including but not limited to, the signing and endorsement of any document or writing of any type whatsoever necessary to accomplish the intended purpose of this **Agreement**.

21.2. Headings; Construction.

The headings that have been used throughout this **Agreement** have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this

Agreement. Words of any gender used in this **Agreement** shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The words “herein,” “hereof,” “hereunder” and other similar compounds of the word “here” when used in this **Agreement** shall refer to the entire **Agreement** and not to any particular provision or section. If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end at 5:00 p.m. on the next succeeding day which is not a Saturday, Sunday or legal holiday.

21.3. Invalidity or Severability.

If any one or more of the provisions of this **Agreement**, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this **Agreement** and all other applications of any such provision shall not be affected thereby.

21.4. Waiver.

No waiver of any default by either party hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated.

21.5. Governing Law.

All matters relating to the interpretation, construction, validity and enforcement of this **Agreement** shall be governed by the internal laws of the State of Missouri, without giving effect to any choice of law provisions thereof.

21.6. Binding Effect.

The covenants, obligations and conditions contained herein shall be binding on and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

21.7. Time of Essence.

Time shall be of the essence in the performance of each and every covenant by the **Parties** pursuant to the terms of this **Agreement**.

21.8. Entire Agreement, Amendment and Modification.

This **Agreement** contains the entire agreement between the parties. All promises, representation, understandings, agreements and prior agreements are merged herein and superseded hereby. No amendment or modification of this **Agreement** shall be valid or binding unless reduced to writing and signed by the parties hereto. No course of dealing between the parties will modify, amend, waive or terminate any provision of this **Agreement** or any rights or obligations of any party under or by reason of this **Agreement**.

21.9. Counterparts.

To facilitate execution, this **Agreement** may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument.

21.12 Assault Reporting

School Personnel will report student acts to the **SRO** in the time and manner required by § 167.117 RSMo. and the attached Third-Degree Assault Reporting agreement. **School Personnel** will immediately report to the **SRO** student acts that occur on school property, on a school bus in service on behalf of the **School District**, or during school activities that would be assault in the first or second degree if committed by an adult, sexual assault, or deviate sexual assault against a pupil or school employee. (See § 167.117 RSMo.). **School Personnel** will report to the **SRO** student acts that occur on school property, on a school bus in service on behalf of the **School District**, or during school activities that would be assault in the third degree pursuant to the attached Third-Degree Assault Reporting agreement.

IN WITNESS WHEREOF, the Harrisonville Cass R-IX **School District** has caused this agreement to be executed by its President of the Board of Education and attested by its Secretary of the Board of Education. The **City** of Harrisonville has caused this instrument to be executed by its Mayor and attested by its **City** Clerk being duly authorized by its Board of Alderman by ordinance adopted on the _____ day July 2018.

Cass R-IX **School District**:

City of Harrisonville,
a Missouri municipal corporation

By: Tina Graef
President Board of Education

By: Happy Welch,
City Administrator

Date: _____

Date: _____

ATTEST:
Cass R-IX School District:

ATTEST:
City of Harrisonville,
a Missouri municipal corporation

By: Susan M. Brooker
Secretary of the Board of Education

By: Randall Jones
City Clerk

Date: _____

Date: _____

Attachment: 2018-19 SRO City-School Contract (Renew SRO Contract)

Assault Reporting Agreement

The school environment can provide an opportunity for third degree assaults to be perceived that can lead to increased caseload for the **City** of Harrisonville Police Department and can detract from classroom instruction time. Knowing this, the **City** of Harrisonville, Missouri, ("**City**") and the Harrisonville Cass R-IX **School District** ("**School District**"). enter into the following written agreement for reporting third degree assaults.

1. The **School District** will immediately report to the **City** School Resource Officer student acts that occur on school property, on a school bus in service on behalf of the **School District**, or during school activities that would be assault in the first or second degree if committed by an adult, sexual assault, or deviate sexual assault against a pupil or school employee pursuant to § 167.117 RSMo.

2. The **School District** will report to the **City** School Resource Officer student acts that occur on **School Property**, on a school bus in service on behalf of the **School District**, or during school activities that would be assault in the third degree by providing the officer an internal **School District** report when prepared in the regular course of business or by any other time and manner.

3. The School Resource Officer has the sole discretion not to file criminal charges or otherwise further act on a report of third-degree assault when no victim or parent of the victim (in the cases of juveniles) requests charges and no injury requiring medical attention has occurred.

4. The proper law enforcement agency or prosecutorial official may file charges if appropriate after reviewing each incident on a case-by-case basis.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duty-authorized officers.

Cass R-IX **School District**:

City of Harrisonville,
a Missouri municipal corporation

By: Tina Graef
President Board of Education

By: Happy Welch,
City Administrator

Date: _____

Date: _____

ATTEST:
Cass R-IX School District:

ATTEST:
City of Harrisonville,
a Missouri municipal corporation

By: Susan Booker
Secretary of the Board of Education

By: Randall Jones
City Clerk

Date: _____

Date: _____

Attachment: 2018-19 SRO City-School Contract (Renew SRO Contract)



STAFF REPORT

TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: June 28, 2018
SUBJECT: Cancel July 16 meeting?

Type of Item: *Discussion*

Mayor Hasek will be on vacation and unable to attend the July 16 meeting of the Board of Aldermen. The group has the opportunity to cancel the meeting if they so choose.

D. Action Item (ID # 2933)

Question: Shall the July 16 meeting be cancelled?