BILL 2016-26

****** Second Reading ******

AGENDA ITEM

TO: Mayor and City Council

FROM: Tim Hamilton, Community Development Director

DATE: May 19, 2016

RE: Business License – Immigration Compliance Affidavit.

Please find the attached Bill for business license renewal, removing the required submission of annual immigration compliance affidavit. For a number of years, this requirement has been in place. However after staff investigation, it has been determined that it is the Attorney General who shall enforce that law. It appears the City is not required to have this, as the State would request identity information from the employer if it feels workers are in violation. The state or a court would then direct Cameron to suspend the business license until the employer complies with the State law.

Options:

1. Approve the Bill as submitted;
2. Keep current licensing requirements unchanged.

Bill 2016-29

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CAMERON, CLINTON AND DeKALB COUNTIES, MISSOURI TO ENTER INTO AN AGREEMENT WITH CAMERON R-1 SCHOOL DISTRICT TO PROVIDE THE DISTRICT WITH A SCHOOL RESOURCE OFFICER (SRO)

WHEREAS, the City of Cameron "City" and the Cameron R-1 School District "District" have worked together since the 2002-2003 school year to provide education in drug and alcohol abuse and other law enforcement issues for the students in the District; and

WHEREAS, all entities involved have met and reviewed the agreement and find it to be in the best interest of the City, the District, students and the general public to continue the School Resource Officer program at Cameron R-1 School District; and

WHEREAS, the City of Cameron and the Cameron R-1 School District have found the arrangements made were satisfactory and all entities are in agreement to continue said agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CAMERON, CLINTON AND DeKALB COUNTIES, MISSOURI, AS FOLLOWS:

Section 1. The Mayor is hereby authorized to sign the attached agreement by and between the City of Cameron and the Cameron R-1 School District, a copy of which is attached hereto and made a part hereof, to provide a School Resource Officer to the Cameron R-1 School District.

Section 2. The City Clerk is hereby directed to attest to the Mayor's signature.

Section 3. This Ordinance shall be in full force and effect from and after its passage.

Passed and approved on first reading this 6th day of June 2016.
Passed and approved on second reading this 20th day of June 2016.
Passed and approved on third reading this 20th day of June 2016.

_____
Mayor Jerri Ann Eddins

ATTEST:

_____

Second and Final Reading

City Clerk/Finance Clerk

Second and Final Reading

AGREEMENT

Purpose: For the Cameron Police Department to assign one uniformed law enforcement officer and necessary equipment to the Cameron R-1 School District for the School Resource Officer (SRO) Program. The SRO will work with the school district's principals to provide education in drug and alcohol abuse and other law enforcement topics as requested by the School District, maintain a peaceful campus environment, and take appropriate action regarding on-campus or school related criminal activity.

Term: July 1, 2016 through June 30, 2017.

Termination: This agreement may be terminated with or without cause by either party upon 30 days prior written notice.

Relationship of Parties:

1. The Cameron Police Department shall have the status of an independent contractor for purposes of this agreement. The officer assigned to the school district shall be considered the employee of the Department and shall be subject to its control and supervision.
2. The Officer will be subject to current procedures in effect for Department Officers, including attendance at all mandated training and testing to maintain state peace officer certification.
3. The Police Department, in cooperation with the School District, will develop a School Resource Officer Policy Manual that defines the role and responsibilities of the SRO Program.

Cost:

1. The Cameron R-1 School District agrees to pay the Cameron Police Department a consulting fee of $23,337.93 determined by attached Exhibit A.
2. The Cameron R-1 School District will provide the SRO with an office and such equipment as is necessary at his/her assigned schools. This equipment shall include a telephone, filing space capable of being secured, and access to a computer or typewriter.
3. The Cameron Police Department shall be responsible for officer compensation and agrees to pay all other costs including training, vehicle, radio equipment and insurance.

Officer Responsibilities:

1. Work in concert with the principals, meeting with them on a weekly basis.
2. Provide a program of educational leadership in addressing tobacco, alcohol, and other drug issues, and in addressing violence diffusion, violence prevention, and safety issues in the school community.
3. Act as a liaison with law enforcement agencies; provide basic information concerning students on campuses served by the officer.

4. Present programs to parents on issues related to tobacco, alcohol, and other drugs and the law, violence, gangs, safety and security.
5. Provide informational in-services for staff on issues related to alcohol and other drugs and the law, violence, gangs, safety and security.
6. Gather information regarding potential problems such as criminal activity, gang activity and student unrest, and identify particular individuals who may be a disruptive influence to the school and/or students.
7. Take the steps the officer deems appropriate and consistent with the law enforcement officer's duties when a crime occurs.
8. Present educational programs to students and school staff on topics agreed upon by both parties.
9. Refer students and/or their families to the appropriate agencies for assistance when a need is determined.

Time and Place of Performance:

1. The Cameron Police Department will endeavor to assure that the law enforcement officer will be available for duty at his/her assigned schools each day that school is in session. The officer's activities will be restricted to the assigned school grounds except for:
    A. Follow-up home visits when needed as a result of school related student problems.
    B. School related off-campus activities when officer participation is requested by the principal and approved by the SRO Supervisor (Cameron Police Chief).
    C. Response to off-campus, but school related, criminal activity.
    D. Response to emergency law enforcement activities or court appearances.
2. The work schedule for the SRO will be 40 hours per week, with the times and places to be determined by the Cameron R-1 Superintendent of Schools. The SRO will be expected to participate in school functions such as athletic events, student council activities, dances, PTA programs and other school sponsored activities when the principal, SRO and SRO Supervisor consider attendance advantageous. The SRO will work within the guidelines of the Fair Labor Standards Act with an accumulation of 8 hours of comp time per pay period allowed. The SRO Supervisor must approve any time in excess of this in advance. The uses of same-week flex time, as compensation by the School District will not require approval by the SRO Supervisor.

City of Cameron Authorized Official	Superintendent of Schools Cameron R-1 School District
Date	Date

Exhibit A

SRO Calculations FY 15 - 16

SRO	SALARY PER MONTH	MONTHS EMPLOYED AS SRO	TOTAL			
Chris Proctor	3,458.00	10	34,580.00			
BENEFITS	**BASIS FOR COST ESTIMATE**					
FICA	34,580.00 x	7.65%	2,645.37			
PENSION	34,580.00 x	15.60%	5,394.48			
LIFE INSURANCE	8.48 x	10	84.80			
MEDICAL INSURANCE	392.26 x	10	3,922.60			
VISION INSURANCE	4.86 x	10	48.60			
			46,675.85	x	50% =	23,337.93