

ORDINANCE NO. 2023 - 002

**AN ORDINANCE OF THE CITY OF FRANKLIN, KENTUCKY
APPROVING AN AMENDED MEMORANDUM OF UNDERSTANDING AND
INTERLOCAL COOPERATION AGREEMENT FOR PROVIDING AND
FUNDING SCHOOL RESOURCE OFFICERS FOR EACH SCHOOL
IN THE FRANKLIN-SIMPSON SCHOOL SYSTEM**

WHEREAS, the City of Franklin, County of Simpson, Simpson County Board of Education, and Simpson County Sheriff have reached an agreement with regard to the placement and funding of school resource officers in each school in the Simpson County School District; and,

WHEREAS, the City of Franklin and County of Simpson require the passage of an Ordinance approving said interlocal agreement and authorizing the Mayor for the City of Franklin to execute said interlocal agreement; and,

WHEREAS, it is in the best interest of the citizens of the City of Franklin that the City adopt this Ordinance.

NOW, THEREFORE, be it ordained by the City of Franklin, Kentucky, acting by and through its Board of Commissioners, as follows:

1. The Board of Commissioners of the City of Franklin, Kentucky hereby approves the terms and conditions of the Amended Memorandum of Understanding/Interlocal Cooperation Agreement entitled "School Resource Officer Memorandum of Understanding" for providing and funding school resource officers for each school in the Franklin-Simpson School District, a copy of which is attached hereto and incorporated herein by reference as Exhibit 1.

2. The Mayor of the City of Franklin is hereby authorized to execute any and all documents necessary and appropriate to effectuate the intent of this Ordinance and the Memorandum of Understanding/interlocal agreement including, but not limited to the memorandum/interlocal agreement.

This ordinance shall take effect upon its passage, approval, and publication. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions.

All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

December 12, 2022

FIRST READING

January 9, 2023

SECOND READING

At a meeting of the City Commission of the City of Franklin, Kentucky, held on January 9, 2023, on motion made by Commissioner Powell and seconded by Commissioner Williams the foregoing ordinance was adopted, after full discussion, by the following vote:

YES LARRY DIXON, MAYOR

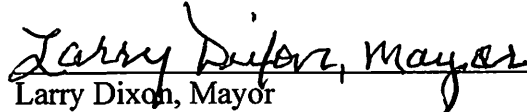
YES JAMIE POWELL

YES DALE McCREARY

YES WENDELL STEWART


YES HERBERT WILLIAMS

APPROVED BY:



Larry Dixon, Mayor
City of Franklin, Kentucky

ATTEST:



Cathy Dillard, City Clerk
City of Franklin, Kentucky

ORDINANCE NO. 140.04

**AN ORDINANCE OF THE COUNTY OF SIMPSON, KENTUCKY
APPROVING AN AMENDED MEMORANDUM OF UNDERSTANDING/INTERLOCAL
COOPERATION AGREEMENT FOR PROVIDING AND FUNDING
SCHOOL RESOURCE OFFICERS FOR EACH SCHOOL
IN THE FRANKLIN-SIMPSON SCHOOL SYSTEM**

WHEREAS, the City of Franklin, County of Simpson, Simpson County Board of Education, and Simpson County Sheriff have reached an agreement with regard to the placement and funding of school resource officers in each school in the Simpson County School District; and,

WHEREAS, the City of Franklin and County of Simpson require the passage of an Ordinance approving said interlocal agreement and authorizing the Mayor for the City of Franklin and Judge Executive of the Simpson Fiscal Court to execute said interlocal agreement; and,

WHEREAS, it is in the best interest of the citizens of the County of Simpson that the City and County adopt this Ordinance.

NOW, THEREFORE, be it ordained by the County of Simpson, Kentucky, acting by and through its Fiscal Court, as follows:

1. The Fiscal Court of the County of Simpson, Kentucky hereby approves the terms and conditions of the Amended Memorandum of Understanding/Interlocal Cooperation Agreement entitled "School Resource Officer Memorandum of Understanding" for providing and funding school resource officers for each school in the Franklin-Simpson School District, a copy of which is attached hereto and incorporated herein by reference as Exhibit 1.
2. The Judge Executive of the County of Simpson is hereby authorized to execute any and all documents necessary and appropriate to effectuate the intent of this Ordinance and the Memorandum of Understanding/interlocal agreement including, but not limited to the memorandum/interlocal agreement.

This Ordinance shall take effect upon its passage, approval, and publication. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions.

All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

May 16, 2023 FIRST READING

June 6, 2023 SECOND READING

At a meeting of the Fiscal Court of the County of Simpson, Kentucky, held on June 6, 2023, on motion made by Magistrate Marty Chandler and seconded by Magistrate Scott Poston, the foregoing ordinance was adopted, after full discussion, by the following vote:

| | |
|------------|----------------|
| <u>YES</u> | Marty Chandler |
| <u>NO</u> | Jeffrey Burr |
| <u>YES</u> | Scott Poston |
| <u>NO</u> | Myron Thurman |
| <u>YES</u> | Mason Barnes |

APPROVED BY:



Mason Barnes, Judge Executive
County of Simpson, Kentucky

ATTEST:



Pam Rohrs, Fiscal Court Clerk
County of Simpson, Kentucky

**SCHOOL RESOURCE OFFICER
MEMORANDUM OF UNDERSTANDING**

THIS AMENDED MEMORANDUM OF UNDERSTANDING (“MOU”, “Agreement”) is made and entered into as of the 9th day of January, 2023, with an effective date as set forth hereinbelow, by and between the County of Simpson, Kentucky (hereinafter referred to as “County”), P. O. Box 242, Franklin, Kentucky 42135; the Simpson County Sheriff, 203 East Kentucky Avenue, Franklin, Kentucky 42134 (“Sheriff”); the City of Franklin, Kentucky (hereinafter referred to as “City”), P. O. Box 2805, Franklin, Kentucky 42135; and the Simpson County Board of Education (hereinafter referred to as “School Board” or “School”), 430 South College Street, Franklin, Kentucky 42134 (each referred to herein individually as “Party”, or collectively as “Parties”).

WITNESSETH:

WHEREAS, as part of HB 330 and as particularly codified in KRS 158.4414, the 2019 General Assembly authorized the provision of school resource officer (“SRO”) services by means of an MOU to be entered into by local school districts with appropriate law enforcement agencies; and

WHEREAS, the School is a body politic and corporate, with legal authority to enter into contracts; and

WHEREAS, the County is created by Kentucky statute as a corporate entity with the capacity to contract and be contracted with; and,

WHEREAS, the City is created by Kentucky statute as a corporate entity with capacity to contract and be contracted with, pursuant to KRS Chapters 81 and 83; and

WHEREAS, the City possesses authority over the Franklin Police Department, which has been created as a department and agency of City government by ordinance; and

WHEREAS, the Simpson County Sheriff is a duly elected officer of the Commonwealth of Kentucky pursuant to the Kentucky Constitution; and

WHEREAS, it is the intent and desire of the City, County, Sheriff, and School to enter into this MOU;

NOW THEREFORE, in consideration of the foregoing and the mutual agreements as set forth herein below, IT IS HEREBY AGREED by and between the School, City, and County, and Sheriff as follows:

1. To assist with ensuring the safety of local students, the Simpson County Fiscal Court, by and through the Simpson County Sheriff's Office, shall annually designate and provide five (5) duly certified, sworn officers, which officers shall be approved by the Simpson County Board of Education, to serve as school resource officers ("SRO", plural "SROs") for the Simpson County School System during the term of this Agreement, hereinafter specified. Each SRO will be assigned to one of the five (5) schools in the Simpson County School System.¹ The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. It is agreed and understood that the principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated School disciplinary codes or standards and the appropriate administrative action to take. However, the SRO may share information regarding issues or potential school violations with school administration/staff they obtain during the course of their duties.

¹ Franklin Elementary, Simpson Elementary, Lincoln Elementary, Franklin-Simpson Middle School, and Franklin-Simpson High School (including the West Campus facility).

2. In such event as the Simpson County Fiscal Court, by and through the Simpson County Sheriff's Office, designates and provides duly certified, sworn officers, the Board of Education shall fund and pay to the County an agreed set sum of money per year per school resource officer by reimbursing the Simpson County Fiscal Court based upon the cost of said officers to the Simpson County Sheriff's Office. Any additional, non-school work provided by a school resource officer for the Simpson County Sheriff's Office shall be solely the responsibility of the Simpson County Sheriff's Office. The City of Franklin shall provide further funding in the amount of \$100,000.00 for each full term of this Agreement. The County shall provide additional funding such that its total contribution of the agreement is no less than \$100,000.00 for each full term of this Agreement.

Should any party seek to terminate this Agreement (pursuant to Paragraph 3 of this Agreement), all parties shall in good faith negotiate a new arrangement for the provision of a School Resource Officer to take effect at the termination of this agreement.

The Simpson County Fiscal Court shall invoice the School Board, quarterly, beginning on the 1st day of July 2023, and subsequently the 1st day of each third month during the term of this Agreement with the terms of the invoice to be net three (3) months. Each payment will be made in advance of the applicable quarter-year period.

Should any SRO provide any services to the Sheriff at times when school is not in session and/or no school event requires said SRO(s)'s presence, the Sheriff agrees to be fully responsible for the payment for said additional SRO services received.

3. This Agreement shall be automatically renewed each year on August 1 for an additional one-year term. Each renewal period shall also be defined as a "full term." Partial or

complete termination of the Agreement may only be achieved by a party providing written notice to all other parties (at the addresses stated on Page 1 of this Agreement) no later than ninety (90) days prior to August 1 of a given year.

4. The initial term of this Agreement shall commence August 1, 2023, and end on August 1, 2024, subject to the termination and automatic renewal provisions stated herein.

5. The SRO program set forth in this Memorandum of Understanding shall be administered by the joint efforts of the City Manager for the City of Franklin, the County Judge Executive for Simpson County, and the Superintendent of Schools for the Simpson County School System.

6. The Parties agree that the Sheriff shall be responsible for the acquisition, holding and disposition of any real or personal property associated with this Agreement.

7. The Parties agree that the Sheriff shall maintain full and continuing responsibility for ensuring that each and every SRO maintains all required certifications and that the program remains in compliance with the requirements of KRS 158.4414 et al.

8. Except as set forth hereinabove, any and all other agreements relating to the subjects addressed herein shall terminate and be of no further force and effect as of the date of the commencement of this Agreement except as set forth herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized officers or officials of the Parties hereto, effective as of the date set forth in Paragraph 5 herein.

COUNTY OF SIMPSON

Attest: Pam Rohrs
Pam Rohrs, Fiscal Court Clerk

Mason Barnes
MASON BARNES, County Judge

SIMPSON COUNTY SHERIFF

Attest: Jack Freeman

Jere Hopson
JERE HOPSON, Sheriff

CITY OF FRANKLIN

Attest: Cathy Dillard
Cathy Dillard, City Clerk

Larry Dixon, Mayor
LARRY DIXON, Mayor

SIMPSON COUNTY BOARD OF EDUCATION

Attest: Jani Ross

David Webster
DAVID WEBSTER, Chairperson

Reviewed as to compliances with KRS 65.210 to 65.300 and recommended for approval:

Marc Murray

7/17/23

Date