

RESOLUTION NO. 2015-71


A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE BOARD OF TRUSTEES OF HURON TOWNSHIP FOR THE PROVISION OF PARTIAL FUNDING OF A SCHOOL RESOURCE OFFICER (SRO) POSITION WITHIN CITY OF HURON SCHOOLS FOR A PERIOD OF THREE (3) YEARS IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND SEVEN HUNDRED DOLLARS AND 86/100 (\$30,700.86) PER YEAR

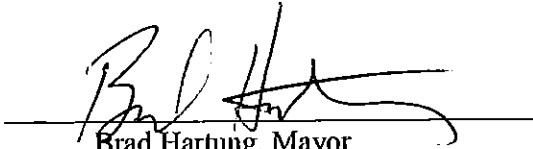
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager is authorized and directed to enter into an agreement with the Board of Trustees of Huron Township for the provision of partial funding of a School Resource Officer position within City of Huron Schools for a three year period (2015, 2016, 2017), which agreement shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.

ATTEST: 
Clerk of Council


Brad Hartung, Mayor

ADOPTED: OCT 13 2015

CITY OF HURON/HURON TOWNSHIP
AGREEMENT FOR SERVICES

THIS AGREEMENT is made at Huron, Ohio this ____ day of ____, 2015, by and between the City of Huron, Ohio, an Ohio Charter Municipality, 417 Main Street, Huron, Erie County, Ohio, [CITY], and the Board of Trustees of Huron Township, 1820 Bogart Road, Huron, Erie County, Ohio, [TOWNSHIP].

WHEREAS, the City has provided the Huron City Schools with the position of a School Resource Officer [SRO] for the purpose of drug use prevention education and general police protection for ten years; and

WHEREAS, the School services residents of both the City and Township; and

WHEREAS, the City and the Township desire to provide a safe environment for all students to learn and to comply with core DARE curriculum; and

WHEREAS, the Township, pursuant to it's authority under O.R.C. §505.43 and O.R.C. §3313.95, desires to provide funding for the purposes set forth therein for the benefit of it's residents who are students in the Huron City Schools; and

NOW THEREFORE, in consideration of the mutual promises of the **CITY**, the **TOWNSHIP**, and the **SCHOOL**, it is agreed as follows:

1. The **CITY** agrees to provide and furnish the presence of a School Resource Officer [SRO] for the purpose of providing drug use prevention education programs for all students of the Huron City Schools.
2. Such law enforcement services shall consist of the City providing one, full time law enforcement officer in the capacity of an SRO for the duration of the school year.
3. In addition to the provision of an SRO, the **CITY** shall supply the necessary personnel to satisfy core DARE curriculum topics. Drug Use prevention education programming shall account for at least one third of the responsibilities of the SRO.
4. The **CITY** shall provide the SRO with a vehicle and all related equipment to provide for the duties of the SRO.
5. **SCHEDULING**. The **CITY** agrees to provide a dedicated officer for the school year for the purposes of fulfilling the need of an SRO. Scheduling of the SRO shall be at the

sole discretion of the Chief of Police. The SRO may be removed from the School in the event of an emergency at the sole discretion of the Chief of Police or his designee.

6. SELECTION. The selection and appointment of the SRO shall be at the sole discretion of the Chief of Police.

7. COSTS. The **TOWNSHIP** shall be responsible for one-third of the annual cost of the SRO salary. Said one-third of the cost being directly attributable to the purposes set forth in O.R.C. §3313.95. The total amount of the SRO's salary shall include all fringe benefits and shall be governed by the prevailing Collective Bargaining Agreement in existence between the **CITY** and the Fraternal Order of Police, Ohio Labor Council. The annual portion of the SRO salary shall be offset in equal portions by the receipt of any grant funding received by the **CITY**. The total cost payable by the Township shall not exceed the amounts as set forth in Exhibit A attached hereto.

i. Payment schedule. Payments shall be submitted to the **CITY** in biannual installments. The **CITY** shall invoice the **TOWNSHIP** no later than September 1 and February 1, with biannual payments due on October 1 and March 1 of each contract year.

iii. Overtime. At no time shall overtime compensation be billed to the **TOWNSHIP** and shall solely be the responsibility of the **CITY**.

iv. Grant funding. The **CITY** shall pursue applications for grant awards to offset the costs of the SRO. All proceeds from Grant awards shall be divided in direct proportion to the actual amount that both the City and Township contribute to the SRO's salary.

8. TERM. This Agreement shall be effective upon execution of all parties and shall continue for a term of three [3] years.

i. This Agreement shall be amended by agreement of all parties at any time throughout the life of the Agreement.

ii. This Agreement shall automatically renew for a period twenty-four [24] months absent written notice provided to all parties within thirty days [30] outlining an intent not to renew.

- iii. Any party shall have the right to terminate this Agreement upon providing written notice to all parties within ninety [90] days prior to the desired date of termination. Upon termination of the Agreement, all parties agree that the rate for services received to the end of the ninety day period shall be invoiced with payment due within thirty days of date of invoice.
9. The parties agree that this Agreement shall supersede and take the place of any prior Agreements for SRO services presently existing between any of the parties. However, the parties stipulate that this Agreement shall not preclude the City from seeking alternative funding agreements to offset the remaining two-thirds of the SRO salary.
11. This Agreement is entered into pursuant to the provisions of all applicable sections of the Ohio Revised Code, and as authorized by Resolution adopted by the Huron City Council and by Resolution adopted by the Board of Township Trustees.

IN WITNESS WHEREOF the parties have hereunto set their names, the **CITY** by the signature of the City Manager, and the **TOWNSHIP** by the signatures of the Trustees, this 21st day of September, 2015.

CITY OF HURON

By _____
City Manager

HURON TOWNSHIP

By Robert C. Boor
Trustee

By Donald G. Pettigall
Trustee

By Edward J. Fink

Trustee

APPROVED AS TO FORM:

Kevin J. Baxter

Erie County Prosecutor

By: _____

Jason Hinnars

Assistant Prosecuting Attorney

Laura E. Alkire

Law Director

EXHIBIT A
Salary Projection

Proposed Funding without receipt of grant

	<u>2015</u>	<u>2016</u>	<u>2017</u>
Total Cost	\$ 90,548.04	\$ 91,688.46	\$ 92,102.58
Proposed City	\$ 60,365.36	\$ 61,125.64	\$ 61,401.72
Township	\$ 30,182.68	\$ 30,562.82	\$ 30,700.86

CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that Thirty thousand, one hundred and eighty two ⁶⁸/₁₀₀ (\$ 30,182.68) Dollars, the amount required to meet the contract, obligation, or expenditure for the attached has been lawfully appropriated for the purpose, and is in the treasury or in the process of collection to the credit of the General Fund free from any outstanding obligation or encumbrance.

9-21-15
Date

Diane S. Adams
Diane S. Adams, Fiscal Officer
Huron Township Board of Trustees

CERTIFICATE OF AVAILABILITY OF FUNDS

I _____ hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contract and is in the treasury of the city of Huron, Ohio, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Date

Cathy Ramey
City of Huron Finance Director