

RESOLUTION NO. 32-2023

Introduced by William Biddlecombe

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HURON TOWNSHIP, OHIO FOR THE ALLOCATION OF PARTIAL FUNDING OF A SCHOOL RESOURCE OFFICER POSITION WITHIN HURON CITY SCHOOLS FOR A PERIOD OF THREE (3) YEARS

WHEREAS, a School Resource Officer (“SRO”) plays an important role in creating a positive school climate by promoting drug-use prevention education and by ensuring a safe learning environment for all children and adults who enter into a school building; and

WHEREAS, for the past 14 years, the City of Huron (“City”) and the Huron School District (“School District”) have entered into agreements where the City has agreed to provide a City police officer to the School District to staff the SRO position; and

WHEREAS, the City and School District desire to continue this relationship and use law enforcement personnel to staff the SRO position; and

WHEREAS, residents of both the City and Huron Township (“Township”) are served by the School District and both desire to provide a safe learning environment for all students and adults; and

WHEREAS, the Township desires to provide partial funding to the City for staffing the SRO position for the benefit of its residents who attend, work, or visit School District schools.

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

SECTION 1: That the City Manager be, and he hereby is, authorized and directed to enter into an Agreement with Huron Township for the allocation of partial funding of a School Resource Officer position within the School District for a period of three (3) years (School Years: 2023-2024, 2024-2025 and 2025-2026), 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 the 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 of the Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.

ATTEST:

Jeri Wellkener
Clerk of Council

Monty Tapp
Monty Tapp, Mayor

ADOPTED:

11 APR 2023



**AGREEMENT FOR THE PROVISION OF SERVICES AND ALLOCATION OF
PARTIAL FUNDING OF A SCHOOL RESOURCE OFFICER POSITION**

THIS FOR THE PROVISION OF SERVICES AND ALLOCATION OF PARTIAL FUNDING OF A SCHOOL RESOURCE OFFICER POSITION AGREEMENT (“Agreement”) is made by and between the City of Huron, an Ohio Charter Municipality, located at 417 Main Street, Huron, Ohio 44839 (“City”) and the Board of Trustees of Huron Township, 1820 Bogart Road, Huron, Erie County, Ohio (“Township”) (collectively the “Parties”).

WHEREAS, a School Resource Officer (“SRO”) plays an important role in creating a positive school climate by promoting drug-use prevention education and by ensuring a safe learning environment for all children and adults who enter into a school building, and

WHEREAS, for the past 13 years, the City and the Huron City School District (“School District”) have entered into agreements where the City has agreed to provide a City police officer to the School District to staff the SRO position; and

WHEREAS, the City and School District desire to continue this relationship and use law enforcement personnel to staff the SRO position; and

WHEREAS, residents of both the City and Township are served by the School District and both desire to provide a safe learning environment for all students and adults, and contemporaneous with the execution of this Agreement, the City and School District have executed an agreement to share in the cost of the SRO position.

NOW, THEREFORE, the Parties, in exchange for consideration, the value and sufficiency of which is acknowledged, agree as follows effective July 1, 2023, (the “Effective Date”):

1. The City shall provide one (1) full-time police officer from its police department to the School District to serve as an SRO for the academic school year. The selection, appointment, and replacement of the SRO shall be done at the sole discretion of the Chief of Police or his designee, and the Parties acknowledge the officer serving as SRO may periodically change based on the needs of the Huron Police Department and personnel changes.

2. The City shall also provide to the School District the necessary personnel to satisfy core D.A.R.E. curriculum topics. Drug-use prevention education programming shall account for at least one-third (1/3) of the responsibilities of the SRO.

3. The City shall equip the SRO with a vehicle and all related and necessary law enforcement equipment to allow the SRO to fulfill his or his responsibilities.

4. The scheduling of the SRO during the academic school year shall be done at the sole discretion of the Chief of Police or his designee. Upon reasonable notification to the School District, the Chief of Police or his designee may, at their sole discretion, re-assign the SRO in the event of a disaster or emergency.

5. The Township shall be responsible for one-third (1/3) of the annual actual cost of the SRO salary¹. The total amount of the SRO's salary shall include all fringe benefits (e.g., health insurance, pension) and shall be governed by the prevailing collective bargaining agreement currently in existence between the City and the Fraternal Order of Police, Ohio Labor Council. However, the total cost payable by the Township shall not exceed the amounts as set forth in Exhibit B attached hereto and expressly incorporated herein. The remaining two-thirds (2/3) annual cost of the SRO salary shall be the responsibility of the City and the School District as set forth in Exhibit A. The actual annual cost of the SRO, as it pertains to this agreement, does not include uniform allowance, training expenses, and equipment/vehicle expenses. For avoidance of doubt, the Parties intend that the City, Huron Township, and School District share equally in the actual cost of the SRO's salary during the pendency of this Agreement (as may be amended, modified, or extended as referenced in Section 11 hereof).

6. The City is solely responsible for paying the SRO's overtime compensation and shall not invoice the Township for any overtime compensation accrued by the SRO.

7. All parties are encouraged to pursue applications for grant awards to offset the costs of the SRO's salary. All grant award proceeds shall be divided in direct proportion to the actual amount that both the City and Township contribute to the SRO's salary and the annual portion of the SRO's salary shall be offset in equal portions by the receipt of any grant funding received.

8. The Township shall submit its portion of the SRO's salary to the City in biannual installments. The City shall invoice the Township for actual SRO wages and fringe benefits in January and July for the prior six months of services. However, the failure of the City to timely invoice the Township does not relieve the Township from its payment obligations. Township payments shall be due on or before March 1 and September 1 of each contract year.

9. Amendments or modifications to this Agreement shall be set forth in writing and executed by all Parties to the Agreement.

10. This Agreement constitutes the sole agreement of the Parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. 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's salary.

11. This Agreement shall be effective upon execution of the Parties and shall continue for a term of three (3) years (School Years: 2023-2024, 2024-2025, and 2025-2026) and shall automatically renew for a period twenty-four (24) months (School Years: 2026-2027 and 2027-

¹ Through a separate agreement, the City has entered into an agreement with the School District to share in the cost of the SRO position. Under the terms of that Agreement, the School District is responsible for one-third (1/3) of the annual cost of the SRO salary. A copy of the Agreement between the City and School District is attached as Exhibit A hereto and expressly incorporated herein.

2028) unless earlier terminated in writing within 90 days from the expiration of the Agreement. Consistent with the costs shown in Exhibit B, the Township's portion of the cost for any renewal term shall not exceed an increase by four percent (4%) for each renewal year.


12. Either party shall have the right to terminate this Agreement upon providing written notice to the other party within 90 days prior to the desired date of termination. Upon termination of the Agreement, the Parties agree that the rate for services received to the end of the 90 day period shall be invoiced with payment due within 30 days of the date of invoice.

13. The invalidity or unenforceability of any term, provision or condition of this Agreement shall not affect the validity or enforceability of the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable), and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

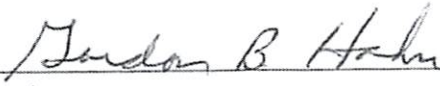
14. This Agreement is entered into pursuant to the provisions of all applicable sections of the Ohio Revised Code, and as authorized by resolution adopted by the Huron City Council and the Board of Trustees of Huron Township.

IN WITNESS WHEREOF the parties have hereunto set their names, the City by the signature of the City Manager, and the Township by the signature of the Trustees to be effective as of the Effective Date.

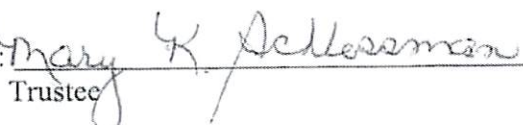
CITY OF HURON

By: 
City Manager

HURON TOWNSHIP

By: 
Trustee

By: 
Trustee

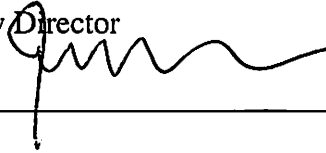
By: 
Trustee

APPROVED AS TO FORM

Kevin J. Baxter
Erie County Prosecutor

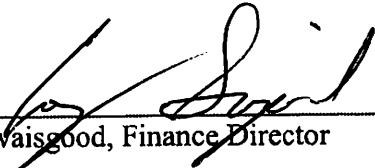
By: _____
Assistant Prosecuting Attorney

Todd A. Schrader
Law Director



CERTIFICATION BY FISCAL OFFICER

I, as the Finance Director for the City of Huron, Ohio, certify that the money required for the within Agreement is in the treasury, to the credit of the fund for which it is drawn, or in the process of collection, and not appropriated for any other purpose.


Cory Swaisgood, Finance Director

CERTIFICATION BY FISCAL OFFICER

I, as the Fiscal Officer of Huron Township, Ohio, certify that the money required for the within Agreement is in the treasury, to the credit of the fund for which it is drawn, or in the process of collection, and not appropriated for any other purpose.


Matthew Dewey, Fiscal Officer

EXHIBIT B

2023-2026 Contract			
SRO Breakdown between School and TWP			
	23-24 SY	24-25 SY	25-26 SY
Total Cost	\$ 124,000	\$ 128,960	\$ 134,118
Township	\$ 41,333.33	\$ 42,986.67	\$ 44,706.13
School	\$ 41,333.33	\$ 42,986.67	\$ 44,706.13
City	\$ 41,333.33	\$ 42,986.67	\$ 44,706.13

RESOLUTION 2023-09

A RESOLUTION OF THE BOARD OF TRUSTEES OF HURON TOWNSHIP, ERIE COUNTY OHIO, TO ENTER INTO AN AGREEMENT WITH THE CITY OF HURON FOR THE PROVISION OF FUNDING A CITY POLICE OFFICER TO BE ASSIGNED THE PURPOSE OF DRUG USE PREVENTION EDUCATION AND GENERAL POLICE PROTECTION (AS THE SCHOOL RESOURCE OFFICER) IN THE CITY OF HURON SCHOOLS FOR A PERIOD AS OUTLINED IN THE ATTACHED AGREEMENT UNDER THE AUTHORITY OF R.C. §505.43 & §3313.95.

The Board of Township Trustees of Huron Township, Erie County, Ohio met this 3rd day of April, 2023, at the Township Office, 1820 Bogart Rd., Huron, Ohio, in regular session with the following members present:

Gordon Hahn
Mary K. Schlessman
Edward Wimmer

Mr. Wimmer introduced the following resolution and moved for its adoption.

WHEREAS, the Board of Township Trustees of Huron Township, Erie County Ohio, are agreeable in assisting the City and the School System in funding a police officer to be assigned to drug use prevention education and general police protection in the City Schools as the School Resource Officer; and,

WHEREAS, this Board has determined that it is in the best interests of the citizens of the Township to provide for additional drug education and policing services in the City Schools; and,

WHEREAS, this Board is willing to enter into an Agreement for the provision of those services with the City of Huron and the Huron School System, **NOW THEREFORE**,

BE IT RESOLVED BY THE BOARD OF TOWNSHIP TRUSTEES OF HURON TOWNSHIP, ERIE COUNTY, OHIO, that it hereby enters into a contract with the City of Huron for the provision of drug use prevention education and general police protection in the City Schools, under the auspices of R.C. §505.43 and §3313.95, and under the terms and conditions as enumerated in the Agreement herein attached and incorporated by reference as Exhibit 1; and

FURTHER, this Board directs the Huron Township Fiscal Officer to send a certified copy of this resolution and the executed Agreement herein attached and incorporated by reference as Exhibit 1 to the City of Huron; and

FURTHER, this Board hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board; and that all deliberations of this Board 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 R.C. §121.22 of the Revised Code.

**RESOLUTION 2023-09
(#2)**


Ms. Schlessman seconded the motion and the roll call being called resulted as follows:

	Aye	Nay
Mr. Gordon Hahn	X	
Ms. Mary K. Schlessman	X	
Mr. Edward Wimmer	X	

Adopted: April 3, 2023

FISCAL OFFICER'S CERTIFICATION

The undersigned hereby certifies that the foregoing is a true and correct copy of an excerpt from the minutes of a regular meeting of the Board of Township Trustees of Huron Township, duly called and held on the 3rd day of April, 2023.


Matthew Dewey, Fiscal Officer
Huron Township, Erie County, Ohio