

**RESOLUTION NO. 2019-45**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HURON TOWNSHIP 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 10 years, the City of Huron (“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 Huron Township (“Township”) are served by the School District and both desire to provide a safe learning environment for all students and adults; and

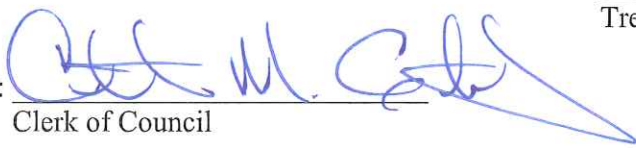
WHEREAS, the Township desires to provide partial funding to the City for staffing the SRO position for the benefit of its residents who attend, work, or visit School District schools. .

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Huron, Erie County, State of Ohio, that:

**SECTION 1.** That the City Manager is authorized and directed to enter into 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: 2019-2020, 2020-2021, and 2021-2022), which agreement shall be substantially in the form of Exhibit A, attached hereto and made part hereof.

**SECTION 2.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 3.** This Resolution shall take effect and be in force from and after the earliest period allowed by law.

ATTEST:   
Clerk of Council

  
Trey Hardy, Mayor

ADOPTED: 13 AUG 2019

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

**THIS AGREEMENT** is made this 14<sup>th</sup> day of August, 2019, by and between the City of Huron, an Ohio Charter Municipality, located at 417 Main Street, Huron, Ohio 44839 (“City”) and Huron Township, located at 1820 Bogart Road, Huron, Ohio 44839 (“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 10 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 contemporaneous with the execution of this Agreement, intend to execute a new agreement to continue to provide law enforcement staffing for 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

**WHEREAS**, the Township, pursuant to its authority under Ohio R.C. §§ 505.43 and 3313.95, desires to provide funding to Huron for staffing the SRO position, as set forth in this Agreement, for the benefit of its residents who attend, work, or visit a School District school.

**NOW, THEREFORE**, the Parties, in exchange for consideration, the value and sufficiency of which is acknowledged, agree as follows:

1. Through a separate agreement, the City has entered into an agreement with the School District to provide a City police officer to staff the SRO position for the purpose of providing a safe learning environment and drug-use prevention education programs for all School District students and adults. A copy of the Agreement between the City and School District is attached as Exhibit A and expressly incorporated herein.

2. The Township shall be responsible for one-third (1/3) of the annual cost of the SRO salary. The one-third (1/3) of the annual cost is directly attributable to the purposes set forth in R.C. § 3313.95. 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 responsibility of the City and School District as set forth in Exhibit A.

3. The total amount of the SRO's salary shall include all fringe benefits 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.

4. The City shall 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 by the City.

5. The Township shall submit its portion of the SRO's salary to the City in biannual installments. The City shall invoice the Township no later than September 1 and February 1 of each contract year. However, 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 October 1 and March 1 of each contract year.

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

8. 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 sources to offset the remaining two-thirds of the SRO's salary.

9. This Agreement shall be effective upon execution of all parties and shall continue for a term of three (3) years (School Years: 2019-2020, 2020-2021, and 2021-2022) and shall automatically renew for a period twenty-four (24) months (School Years: 2022-2023 and 2023-2024) unless earlier terminated in writing within 90 days from the expiration of the Agreement. Consistent with the costs shown on Exhibit B, the Township's portion of the cost for any renewal term shall increase by three percent (3%) for each year.

10. Any party shall have the right to terminate this Agreement upon providing written notice to all parties within 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 30 days of the date of invoice.

11. 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.

12. 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 14<sup>th</sup> day of August 2019.

**CITY OF HURON**

By: \_\_\_\_\_  
City Manager

**HURON TOWNSHIP**

By: Edward J. Endeck  
Trustee

By: Brandon B. Hahn  
Trustee

By: Robert C. Boor  
Trustee

**APPROVED AS TO FORM:**

Kevin J. Baxter  
Erie County Prosecutor

By: [Signature]  
Assistant Prosecuting Attorney

Aimee W. Lane  
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, 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.

  
\_\_\_\_\_  
Cathy Myers, Fiscal Officer  
Huron Township, Erie County, Ohio

**EXHIBIT**

<b>2020-2022 Contract</b>			
<b>SRO Breakdown between School and TWP</b>			
	<b>19-20 SY</b>	<b>20-21 SY</b>	<b>21-22 SY</b>
<b>Total Cost</b>	<b>\$ 101,972.74</b>	<b>\$ 105,031.93</b>	<b>\$ 108,182.88</b>
<b>Township</b>	<b>\$ 33,990.91</b>	<b>\$ 35,010.64</b>	<b>\$ 36,060.96</b>
<b>School</b>	<b>\$ 33,990.91</b>	<b>\$ 35,010.64</b>	<b>\$ 36,060.96</b>
<b>City</b>	<b>\$ 33,990.91</b>	<b>\$ 35,010.64</b>	<b>\$ 36,060.96</b>

**B**

**RESOLUTION 2019-7**

**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 5<sup>th</sup> day of August, 2019, at the Township Office, 1820 Bogart Rd., Huron, Ohio, in regular session with the following members present:

Robert C. Boos  
Edward J. Enderle  
Gordon Hahn

**Gordon Hahn 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 A; 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 A 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 2019-07  
(#2)**

**Robert Boos seconded the motion and the roll call being called resulted as follows:**

	Aye	Nay
Mr. Robert Boos	x	O
Mr. Edward Enderle	x	O
Mr. Gordon Hahn	x	O

Adopted: August 5, 2019

**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 5<sup>th</sup> day of August, 2019.



Cathy Myers, Fiscal Officer  
Huron Township, Erie County, Ohio

**EXHIBIT B**

<b>2020-2022 Contract</b>			
<b>SRO Breakdown between School and TWP</b>			
	19-20 SY	20-21 SY	21-22 SY
<b>Total Cost</b>	\$ 101,972.74	\$ 105,031.93	\$ 108,182.88
<b>Township</b>	\$ 33,990.91	\$ 35,010.64	\$ 36,060.96
<b>School</b>	\$ 33,990.91	\$ 35,010.64	\$ 36,060.96
<b>City</b>	\$ 33,990.91	\$ 35,010.64	\$ 36,060.96