

**RESOLUTION NO. 2019-46**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE BOARD OF EDUCATION OF THE HURON CITY SCHOOL DISTRICT 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 Board of Education of the Huron City School District desires to provide partial funding to the City for the staffing the SRO position.

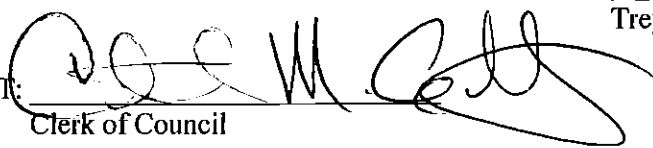
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Huron, Erie County, State of Ohio, that:

**SECTION 1.** That the City Manager is authorized and directed to enter into agreement with The Board of Education of the Huron City School District 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.

  
\_\_\_\_\_  
Trey Hardy, Mayor

ATTEST:   
Clerk of Council

ADOPTED: 27 AUG 2019

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

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Huron, an Ohio Charter Municipality, located at 417 Main Street, Huron, Ohio 44839 ("City") and the Board of Education of the Huron City School District, located at 712 Cleveland Road East, Huron, Ohio 44839 ("School District") (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 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 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 Huron Township 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:

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 and appointment of the SRO shall be done at the sole discretion of the Chief of Police or his designee.
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 School District shall be responsible for one-third (1/3) of the annual cost of the SRO salary<sup>1</sup>. 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. However, the total cost payable by the School District 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 Huron Township as set forth in Exhibit A.

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

7. 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 School District 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.

8. The School District shall submit its portion of the SRO's salary to the City in biannual installments. The City shall invoice the School District no later than September 1 and February 1 of each contract year. However, failure of the City to timely invoice the School District does not relieve the Township from its payment obligations. School District payments shall be due on or before October 1 and March 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: 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.

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

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

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 School District's Board of Education.

**IN WITNESS WHEREOF** the parties have hereunto set their names, the City by the signature of the City Manager, and the School District by the signature of the Superintendent, this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF HURON**

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

**HURON CITY SCHOOL DISTRICT**

By: \_\_\_\_\_  
Superintendent

**APPROVED AS TO FORM**

Aimee W. Lane  
Law Director

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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

**EXHIBIT B**

<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>