

RESOLUTION NO. 32-17
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Bill Sew ON THE
19th DAY OF June, 2017.

A RESOLUTION AUTHORIZING THE CITY MANAGER,
ON BEHALF OF THE CITY OF CENTERVILLE, TO EXECUTE
AN AGREEMENT BETWEEN THE CITY OF CENTERVILLE
AND THE CENTERVILLE CITY SCHOOL DISTRICT FOR
THE PRESENCE OF POLICE OFFICERS IN SCHOOL
BUILDINGS.

WHEREAS, the City provides police protection to all areas of the City of
Centerville, Montgomery County, Ohio; and

WHEREAS, the School has determined that it has a special need for the
presence of City police officers at its school buildings located within the corporate
limits within the City as a precautionary measure against possible acts of violence;
and

WHEREAS, the parties hereto wish to execute an agreement recording
their understanding as to how the City will supply the extra police protection to
the School, the method of compensation and other related matters.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE
HEREBY RESOLVES:

Section 1. That the City Manager be and is hereby authorized to execute
an Agreement between the City of Centerville and the Centerville City School
District to provide for the presence of City police officers at school buildings
located within the corporate limits of the City of Centerville. A copy of the
agreement is attached as Exhibit "A" and incorporated herein.

Section 2. That this Resolution shall become effective immediately upon
passage.

PASSED this 19th day of June, 2017.



Mayor, City of Centerville, Ohio

ATTEST:

Carin R. Andrews

Clerk of Council, City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 32-17, passed by the Council of the City of Centerville, Ohio, on the 19th day of June, 2017.

Carin R. Andrews

Clerk of Council

Approved as to form, consistency
with Ordinances, the Charter and
Constitutional Provisions.

Department of Law
Scott A. Liberman
Municipal Attorney

Exhibit "A"

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT made between the City of Centerville, an Ohio municipal corporation (hereinafter "City") and approved on _____, 2017, and the Centerville City School District, an Ohio city school district (hereinafter "School") and approved on _____.

WITNESSETH:

WHEREAS, the City provides police protection to all areas of the City of Centerville, Montgomery County, Ohio; and

WHEREAS, the School has determined that it has a special need for the presence of City police officers at its school buildings located within the corporate limits of the City as a precautionary measure against possible acts of violence; and

WHEREAS, the parties hereto wish to memorialize their understanding as to how the City will supply the extra police protection to the School, the method of compensation and other related matters.

NOW THEREFORE, in consideration of the foregoing recitations and the benefits to them mutually accruing, the parties agree as follows:

1. **Term.**
This Agreement shall commence on the 1st day of August, 2017 and terminate on the 31st day of July, 2020, if not extended by agreement of the parties.
2. **City Duties.**
The City shall supply two duly sworn Centerville Police Officers, appropriately equipped, as chosen by the City to be in physical attendance at the high, middle and elementary buildings in the incorporated are of the School District during normal school hours during the entire school year to perform the duties of a sworn police officer as provided in the Ohio Revised Code and the manuals of operation of the Centerville Police Department. The working times of the two officers shall be divided among the school buildings as determined by their commanding officers with input from the Superintendent of Schools.
3. **School Duties.**
In order to help fund the cost to the city in performing the City Duties hereunder, the School shall pay to the City the yearly sum of \$121,274.40 commencing August 1, 2017; the yearly sum of \$124,912.63 commencing August 1, 2018; the yearly sum of \$128,660.01 commencing August 1, 2019. The yearly sum is to be divided in four equal quarterly payments during the term of this Agreement with the first said quarterly payment being due upon the commencement date stated in Section I and each succeeding

payment in like amount being due on the same date of each quarter as billed by the City.

4. **Management of Police Officers.**

The right to manage and control all police officers assigned to school buildings hereunder shall be exclusively that of the City and carried out in accordance with established policies and procedures of the City. Assigned officers shall in no way be considered as agents or employees of the School. They shall not be subject to the directions and/or control of any School official or employee except that they will be expected to comply with the established rules and regulations of the School to the extent the same does not interfere with their police duties. Further, the parties recognize that emergencies arise as part of police operations. In such event, and in the sole judgment of the officer of the Centerville Police Department in command at any given time, any officer assigned to school buildings pursuant hereto, may be temporarily reassigned to other police duty for so long as said command officer, in his or her sole judgment, deems appropriate. This agreement in no way limits the duties and responsibilities of the City to the School with regard to police protection. The City will provide whatever services the City deems appropriate to the School based upon the need at the time.

5. **Additional Expenses.**

Any expense beyond that normally occasioned by a police officer performing his/her duties shall be reimbursed to the City by the School provided the City has received prior written approval from the School before incurring of same. Any such authorized expense shall be invoiced by the City to the School and paid by the School within 30 days after the date of the invoice.

6. **Insurance and Subrogation.**

Each party shall be responsible for maintaining any liability insurance deemed appropriate by each. There shall be no indemnity between the parties for any liability arising out of an alleged act or omission by the other party, its agents or employees. Each party waives any right of subrogation on its own behalf and on behalf of its insurers.

7. **Default.**

In the event either party fails to perform any of its duties hereunder, the non-defaulting party may elect to terminate upon the giving of thirty (30) days prior written notice. Upon termination, all rights, duties, and obligations of both parties shall cease as to any future performance hereunder but each party shall remain liable to the other for payment of any money which became due to the other prior to termination, and each party shall be entitled to the return of any property owned by it in the possession of the other.

8. **Miscellaneous.**

This Agreement represents the entire agreement between the parties superseding all prior written and oral agreements. No amendment or modification shall be effective unless in writing signed by the duly authorized representatives of any party. Time is of the essence. This Agreement shall be subject to and construed in accordance with the laws of the State of Ohio.

This Agreement is hereby executed upon the date first aforesaid by each party acting through its duly authorized representative.

CITY OF CENTERVILLE

Gregory B. Horn
City Manager

Approved as to form:

Municipal Attorney

CENTERVILLE CITY SCHOOL DISTRICT:

Thomas Henderson, PhD
Superintendent of Schools

FISCAL OFFICER'S CERTIFICATE

The undersigned, Treasurer of the Board of Education of the School District under the foregoing Agreement, certifies hereby that the monies required to meet the obligations of School District during the year 2017, 2018 and 2019 under the foregoing Agreement will have been lawfully appropriated for that purpose, and will be in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2017

Treasurer, Board of Education
Centerville City School District