

RESOLUTION NO. 42-99  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER James Singer ON THE  
20th DAY OF September, 1999.

A RESOLUTION RATIFYING THE ACTION TAKEN BY  
THE CITY MANAGER TO EXECUTE AN AGREEMENT  
BETWEEN THE CITY OF CENTERVILLE AND THE  
CENTERVILLE CITY SCHOOL DISTRICT.

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

WHEREAS, the Centerville City School District 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 of Centerville as a precautionary measure against  
possible acts of violence; and

Whereas, the City of Centerville wishes to supply extra police protection to the  
Centerville City School District and to set forth the method of compensation and other  
related matters.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY  
RESOLVES:

Section 1. That the Council of the City of Centerville hereby ratifies the action  
taken by the City Manager in the execution of an Agreement  
between the City of Centerville and the Centerville City School  
District for extra police protection in the schools situated within the  
corporate limits of the City of Centerville, a copy of which is  
marked as Exhibit "A", attached hereto and incorporated herein.

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

PASSED this 20th day of September, 1999.

Sally D. Bink  
Mayor of the City of Centerville, Ohio

ATTEST:

Marie Jane Saughel  
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 42-99, passed by the Council of the City of Centerville, Ohio, on the 20th day of September, 1999.

Marie Jane Saughel  
Clerk of Council

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

Department of Law  
Robert N. Farquhar  
Municipal Attorney

## AGREEMENT

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THIS AGREEMENT made this 23rd day of August 1999 by and between the City of Centerville, an Ohio municipal corporation (hereinafter "City") and the Centerville City School District, an Ohio city school district (hereinafter "School").

### 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 within the City as a precautionary measure against possible acts of violence; and

WHEREAS, the City has applied for and received a federal grant to be used to defray a portion of the extra cost which will be incurred by the City over a three year period; 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 as of the 23<sup>rd</sup> day of August 1999 and terminate on the third anniversary hereof.

2. **City Duties.**

The City shall supply two duly sworn Centerville Police Officers as chosen by the City to be in physical attendance at the high, middle and elementary school buildings in the incorporated area 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 of the City in performing the City Duties hereunder, the School shall pay to the City the sum of SEVENTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$73,750.00) per year, payable quarterly, during the term of this Agreement with the first said quarterly payment of EIGHTEEN THOUSAND FOUR HUNDRED THIRTY-SEVEN AND 50/100 DOLLARS (\$18,437.50) being due upon the commencement date stated in Section 1 and each succeeding payment in like amount being due on the same day of each quarter thereafter.

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 direction and/or control of any School official or employee except that they will be expected to comply with established rules and regulations of the School to the extent same do not interfere with their police duties. Further, the parties recognize that emergencies arise as a 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's 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 the 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 any 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.

IN WITNESS WHEREOF, this Agreement is hereby executed upon the date first aforesaid by each party acting through its duly authorized representative.


WITNESS:

  
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Cecy Green

CITY OF CENTERVILLE

  
\_\_\_\_\_  
Gregory B. Horn  
City Manager

CENTERVILLE CITY SCHOOL DISTRICT

  
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Donald A. Paolo  
Treasurer