

RESOLUTION NO. 25 , 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH THE SYCAMORE COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION TO ASSIGN TWO SCHOOL RESOURCE OFFICERS**

WHEREAS, the City of Montgomery and the Sycamore Community Schools have agreed to enter into a contract to assign two patrol officers from the Montgomery Police Department to serve as a School Resource Officers for the Sycamore Community School District; and

WHEREAS, within such Agreement the City and School District intend to outline the obligations and responsibilities among the parties and to allocate the cost of such assignment.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Montgomery, Hamilton County, Ohio, that:

SECTION 1. The City Manager is hereby authorized to enter into an Agreement with the Sycamore Community School District Board of Education to provide one School Resource Officer to Sycamore High School and one School Resource Officer to Sycamore Junior High School for the school years 2022-2023, 2023-2024 and 2024-2025 as set forth in the Agreement submitted by Sycamore Community School District Board of Education attached hereto as Exhibit A.

SECTION 2. This Resolution shall be in full force and effect from and after its passage.

PASSED: July 6, 2022

ATTEST: Connie M. Gaylor
Connie M. Gaylor, Clerk of Council

Craig D. Margolis
Craig D. Margolis, Mayor

APPROVED AS TO FORM:
Terrence M. Donnellon
Terrence M. Donnellon, Law Director

SCHOOL RESOURCE OFFICER AGREEMENT
Commencing School Year 2022-2023

This Agreement is entered into at Montgomery, Ohio, this _____ day of _____, 2022 by and between the **CITY OF MONTGOMERY, OHIO** (hereinafter referred to as "Montgomery") and the **SYCAMORE COMMUNITY SCHOOL DISTRICT BOARD OF EDUCATION** (hereinafter referred to as "Sycamore").

WHEREAS, Montgomery provides police protection to all areas of the City of Montgomery, Hamilton County, Ohio, within which are located both the Sycamore High School at 7400 Cornell Road, Montgomery, Ohio, and Sycamore Junior High School at 5757 Cooper Road, Montgomery, Ohio (hereinafter collectively "Schools"); and

WHEREAS, Sycamore has requested that Montgomery, as a part of its law enforcement and police protection responsibilities within the community, to assign a uniformed police officer to both Schools to enhance security within the Schools and to manage onsite incidents, all within the training and the day-to-day duties of law enforcement; and

WHEREAS, Montgomery is agreeable to provide such protection in the normal course of its law enforcement activities and to assign a uniformed police officer to both the Schools consistent with the terms of this Agreement; and

WHEREAS, the parties intend by this Agreement to define their respective responsibilities for such assignment and the equitable compensation for such assignment.

NOW THEREFORE, in exchange for the mutual promises and covenants contained herein, as properly authorized by the City of Montgomery, Ohio and the Board of Education of the Sycamore Community School District, the parties agree as follows:

1. **Duration:** This Agreement shall commence each School Year the first day when Sycamore Staff is scheduled to report respectively for the High School and Junior High, and shall terminate for each such School Year on the last day for Staff at the respective schools.

This Agreement shall automatically renew for the 2023-2024 academic year, and for a second renewal term for the 2024-2025 academic year at the same rates and the same terms and conditions of this Agreement unless either party provides written notice of termination in advance by June 30 of the year in which the termination is intended.

2. **Services Rendered:**

A. *High School.* Montgomery shall assign a School Resource Officer (hereinafter referred to as “HS-SRO”) to Sycamore High School at 7400 Cornell Road, Montgomery, Ohio. The HS-SRO will work eight (8) hours per school day on all student attendance days as mutually agreed upon by Montgomery and Sycamore for the 2022-2023 School Year and each subsequent academic year during the duration of this Agreement for an anticipated total of one hundred seventy eight (178) days per school year.

B. *Junior High.* Montgomery shall assign a School Resource Officer (hereinafter referred to as “JH-SRO”) to Sycamore Junior High School at 5757 Cooper Road, Montgomery, Ohio. The JH-SRO will work four (4) hours per school day as mutually agreed upon by Montgomery and Sycamore for the 2022-2023 School Year and each subsequent academic year during the duration of this Agreement during such days that school is in session at the Sycamore Junior High School.

C. *Other Assignments.* When not assigned to the Schools, either or both the HS-SRO and JH-SRO may be assigned to Montgomery to other duties and responsibilities. Further, the parties recognize that emergencies arise as a part of police operations and the officer may be called away from this duty assignment to meet such emergency needs in the community. In such event, and in the sole judgment of the Commanding Officer of the Montgomery Police Department, any officer assigned to the Schools may be temporarily reassigned to other police duty for as long as such Commanding Officer, in his or her sole judgment, deems appropriate.

3. **Scope of Accountability:**

A. Both the HS-SRO and the JH-SRO solely shall be supervised by the City of Montgomery Police Department in accordance with the current chain of command. Sycamore shall not control, direct, or supervise either SRO, but Sycamore and its administration may request responsive action from time to time from the on-site SRO to be performed consistent with his or

her duties and responsibilities as a police officer for Montgomery. The SRO's should not be subject to the directions and/or control of any School official or School employee except that the officer will be expected to comply with the established rules and regulations of the Schools to the extent the same do not interfere with his or her police duties.

B. The SRO's shall be certified police, uniformed officers, for Montgomery. Additionally, in the sole determination of Montgomery, the officers may receive such additional training, principally as a School Resource Officer. The amount of training and the need for training solely shall be determined by Montgomery.

C. Sycamore may provide input to the Montgomery Police Department into the selection process of the SRO's, but the appointment of either SRO and assignment of either SRO shall be within the sole direction of Montgomery.

D. Daily assignment of duties will be made in cooperation with the Sycamore High School and Junior High School Administration.

E. School principals will continue to assume full responsibility for the enforcement of discipline and school rules and regulations.

F. This Agreement in no way limits the duties and responsibilities of Montgomery to the School with regard to police protection, nor does this Agreement create any special duty or special responsibility by Montgomery or its SRO's to Sycamore, its employees, volunteers or students. There are no expectations that the officer will provide special services nor special duties beyond what is expected to be performed in day-to-day law enforcement duties.

4. **Compensation:** In consideration of Services Rendered, Sycamore promises and agrees to pay Montgomery the following:

A. *High School SRO Reimbursement.* Montgomery will establish the daily cost of all salary and fringe benefits associated with this position pursuant to current labor agreements for the City of Montgomery Police Department. The HS-SRO salary and fringe benefits will be shared with Sycamore covering 60% and Montgomery covering 40% of such salary and fringe benefits. Additionally, Sycamore will reimburse Montgomery for 60% of the cost of departmental equipment, i.e. uniforms and accessories for the HS-SRO. Montgomery will invoice Sycamore on a quarterly basis for all services with invoice to be paid within 21 days of receipt.

B. Junior High SRO Reimbursement. Sycamore will reimburse Montgomery a fixed amount of Forty Five Thousand Dollars (\$45,000.00) per academic year for the salary and fringe benefits associated with the JH-SRO position pursuant to current labor agreements for the City of Montgomery Police Department. Montgomery will invoice in four (4) equal installments, September 30, December 31, March 31 and June 30, for such services. If at any time during the prior installment period Montgomery has not been able to effectively staff the JH-SRO position due to a prolonged absence of the designated officer, Sycamore shall be entitled to a credit against the installment payment for that period in the amount of Two Hundred Fifty Six Dollars (\$256.00) per day that the position remained unstaffed.

C. Overtime Compensation. Sycamore will reimburse Montgomery for all overtime hours requested by Sycamore at the overtime rate for either the HS-SRO or JH-SRO pursuant to the current labor agreements for the City of Montgomery Police Department. Authorization for billing of said overtime cost will be provided by Sycamore Administration.

D. In-Service Training. Sycamore will reimburse Montgomery for the cost of special in-service training, if said training is at the request of Sycamore and is above and beyond the regular police department training. Authorization for billing said in-service training will be provided by Sycamore Administration.

E. Montgomery will provide mobile phone or equivalent technology for the SRO's. The cost of such equipment for the HS-SRO shall be reimbursed by Sycamore to Montgomery at 60% of such costs. There shall be no additional cost for such equipment provided to the part-time JH-SRO.

5. Insurance: Each party shall be responsible for maintaining any liability insurance deemed appropriate by each separate entity for the protection of the entity and the protection of the officer performing his or her duties under this Agreement. There shall be no indemnity between the parties for any liability arising out of an alleged act or omission by any other party, its agents or employees.

6. Default: In the event either party fails to perform any of its duties hereunder, the non-defaulting party may elect to terminate this Agreement 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 unless otherwise agreed, each party shall continue to perform their obligations until the expiration of the applicable notice period.

7. **Miscellaneous:**

A. This Agreement in no way limits the duties and responsibilities of Montgomery to Sycamore regarding police protection, nor does this Agreement create any special duty or special responsibility by Montgomery or its SRO's to Sycamore, its employees, volunteers or students. There are no expectations that the officer will provide special services nor special duties beyond what is expected to be performed in day-to-day law enforcement duties.

B. This Agreement represents the entire agreement between the parties and there are no separate agreements or understandings which are not incorporated herein. This Agreement is intended by the parties to be an agreement to purchase professional services, and it is not an agreement of employment, nor joint venture, nor partnership between the parties.

CITY OF MONTGOMERY, OHIO:

SYCAMORE COMMUNITY SCHOOL
DISTRICT BOARD OF EDUCATION:

By: _____
Brian K. Riblet

By: _____
Paul Balent, President

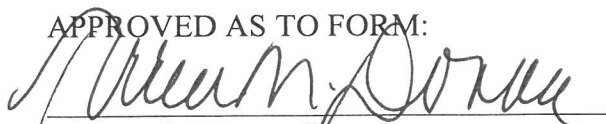
Its: City Manager

By: _____
Beth Weber, Treasurer

Date: _____

Date: _____

APPROVED AS TO FORM:



Terrence M. Donnellon
Director of Law