

RESOLUTION NO. 18 , 2016

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

**WHEREAS**, the City of Montgomery and the Sycamore Community Schools have agreed to enter into a contract to assign a patrol officer from the Montgomery Police Department to serve as a School Resource Officer 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, Ohio:

**SECTION 1.** The City Manager is hereby authorized to enter into an agreement with the Sycamore Community School District Board of Education to provide a School Resource Officer to Sycamore High School for the school years 2016 – 17, 2017 – 18, and 2018 – 19 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: August 3, 2016

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

Christopher P. Dobrozsi  
Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:

Terrence M. Donnellon  
Terrence M. Donnellon, Law Director

## **School Resource Officer Agreement Commencing School Year 2016-17**

This agreement entered into at Cincinnati, Ohio, this 15<sup>th</sup> day of June, 2016 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**").

**Duration:** This agreement shall commence with the 2016-17 School Year and shall automatically renew for School Years 2017-18 and 2018-19 unless either party gives written notice to terminate the agreement no later than April 1 of the preceding School Year.

**Services Rendered:** Montgomery agrees to assign a School Resource Officer, hereinafter referred to as "SRO" to Sycamore High School. The SRO will work eight (8) hours per day on all student attendance days as mutually agreed upon by **Montgomery** and **Sycamore** for a total of one hundred and seventy-eight days (178) per school year. When not assigned to **Sycamore**, the SRO will be assigned to **Montgomery**.

### **Scope of Accountability:**

1. The SRO is supervised by the City of Montgomery Police Department in accordance with the current chain of command.
2. The SRO is a police officer.
3. **Montgomery** is the employer of the SRO and agrees to withhold and/or pay all applicable Federal, State and local income taxes, state mandated pension funds, workers' compensation and liability insurance for said SRO. **Montgomery** will also provide all other fringe benefits pursuant to the current labor agreements for the City of Montgomery Police Department.
4. **Sycamore** will provide input into the selection process of the SRO.
5. Daily assignment of duties will be made in cooperation with the **Sycamore** High School Administration.
6. School principals will continue to assume full responsibility for the enforcement of discipline and school rules and regulations.

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

1. **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 SRO salary and fringe benefits will be shared with **Sycamore** covering 60% and **Montgomery** covering 40%.
2. **Sycamore** will reimburse **Montgomery** for all overtime hours requested by **Sycamore** at the overtime rate for this position 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.
3. **Sycamore** will reimburse **Montgomery** for 60% of the cost of departmental equipment, i.e. uniforms and accessories for the SRO.
4. **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.
5. **Montgomery** will provide mobile phone or equivalent technology with **Sycamore** covering 60% and **Montgomery** covering 40%.
6. **Montgomery** will invoice **Sycamore** on a quarterly basis for all services with invoice to be paid within 21 days of receipt.

City of Montgomery, Ohio:

By: Wayne S. Davis  
Wayne S. Davis

Its: City Manager

Date: 08/04/16

For Sycamore:

Jean A. Staubach 15 Jun 2016  
Jean Staubach, President

Beth Weber  
Beth Weber, Treasurer

APPROVED AS TO FORM:

Terrence M. Donnellon  
Terrence M. Donnellon  
Director of Law