

REQUESTED BY: CITY MANAGER, BILL KOCHER

DATE OF FIRST READING: 9-15-2015 WAIVE RULES? YES NO

FINAL ACTION DATE: 10-6-2015 VOTE: YES NO

SUSPENSION OF TWO READING RULE:

YES NO

DENISE LINGO
JAMES WOLF
JENNIFER MOODY
GERALDINE BRANDY
ROBERT PARSONS
JEANNE GEORGE
JUDY PETERSEN
TOTALS

ADOPTION OF ORDINANCE:

YES NO

7 0

ORDINANCE NO. 15-1757

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF MT. HEALTHY AND THE MT. HEALTHY SCHOOL DISTRICT FOR THE CONTRACTING OF A SCHOOL RESOURCE OFFICER FOR THE SCHOOL YEAR 2015-2016

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MT. HEALTHY, STATE OF OHIO:

Section 1. That the City Manager is hereby authorized to execute an agreement between the City of Mt. Healthy and the Mt. Healthy School District a copy of which is attached hereto and made a part hereof.

Section 2. That this Ordinance shall be in full force and effect from and after the first date provided by law.

Passed this 6 day of October, 2015.

Ken Bittner
President of Council

Attest: Melanie Ritz
Clerk of Council

Approved this 6 day of October, 2015.

Joseph J. Gauthier
Mayor

Approved as to form:
Stephen A. Weep
Law Director

AGREEMENT

This agreement made this 15th day of September, 2015 between the City of Mt. Healthy hereafter referred to as "the City" and the Board of Education of Mt. Healthy School District, Hamilton County, Ohio hereafter referred to as "the Board".

WHEREAS, the Board has need for the services of certified law enforcement officers to act as a resource for law enforcement duties at various of its school buildings located within Mt. Healthy School District, and;

WHEREAS, the City employs qualified and certified law enforcement personnel who are available to perform said duties.

NOW, THEREFORE, BE IT AGREED, by and between the parties hereto as follows:

1. The Mt. Healthy Police Department shall assign one (1) law enforcement officer ("Resource Officer") to the Board for a total of One Thousand Two Hundred (1,200) hours, during the 2015-2016 school's year.
2. Said Resource Officer shall be assigned to the Mt. Healthy School District for eight (8) hours per day for each day school is in session with students during the 2015-2016 school year except as otherwise provided in Paragraphs 5 and 6 of this Agreement.
3. Said Resource Officer shall be assigned to various schools located within Mt. Healthy School District on a day-to-day basis, said assignment to be made by the Superintendent of the Board with the approval of the Mt. Healthy Chief of Police.
4. Said Resource Officer shall be assigned and perform only those duties and responsibilities which are approved in advance by the Mt. Healthy Chief of Police and which are in accordance with state and federal laws, City and police department policies.
5. Said Resource Officer shall be entitled to vacation, sick, and personal, and other leave as established by his/her employment contract with the Mt. Healthy Police Department. In the event that said Resource Officer takes advantage of such leaves and is absent from his/her duties with the Mt. Healthy School District, said Resource Officer may be assigned by the Mt. Healthy Chief of Police to the Mt. Healthy School District for periods greater than the eight (8) hours per day designated in Paragraph 2 of this Agreement until such time as the time taken on leave is offset. In the event of prolonged absence of said Resource Officer, the Mt. Healthy Chief of Police may, at his/her sole discretion, assign another officer(s) to assume the Resource Officer's duties during the period of his/her absence.
6. At the sole discretion of the Mt. Healthy Chief of Police, said Resource Officer may be temporarily reassigned to other police duties in cases of emergency or great need.
7. The Board shall pay to the City for the services of said Resource Officer the sum of Forty-Nine Thousand, One Hundred Fifty-Five Dollars and Zero Cents (\$49,155.00), for the

officer, said sum to be paid in four (4) equal installments on September 1, 2015 and December 1, 2015 and March 1 and June 1, 2016.

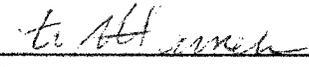
8. In the event that the City is unable to provide a Resource Officer to the Board for the full One Thousand Two Hundred (1,200) hours designated in Paragraph 1, the final payment due on June 1, 2016 will be adjusted to reflect payment for the hours of service actually provided. In the case of early termination of this Agreement pursuant to Paragraph 10 hereof, the appropriate reimbursement to the Board or payment to the City will be made.
9. The City shall indemnify and hold the Board harmless from any claims or damages arising out of Resource Officer's alleged negligence in the performance of his/her duties.
10. Either party may terminate this Agreement by giving the other party thirty (30) days written notice of its intention to terminate said Agreement.

CITY OF MT. HEALTHY, HAMILTON COUNTY, OHIO

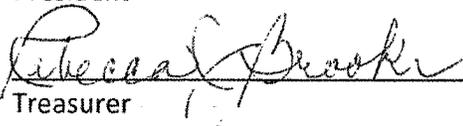


City Manager

BOARD OF EDUCATION OF MT. HEALTHY, OHIO



President



Treasurer