

RESOLUTION NO. 2024 - 14

A RESOLUTION AUTHORIZING THE MUNICIPAL MANAGER TO ENTER INTO A CONTRACT WITH THE TRI-COUNTY NORTH LOCAL SCHOOL DISTRICT TO PROVIDE A SCHOOL RESOURCE OFFICER.

WHEREAS, the Ohio legislature has enacted legislation authorizing municipalities to enter into a memorandum of understanding to provide local school districts with sworn peace officers in the position of school resource officer;

WHEREAS, the campus of the Tri-County North Local School District is wholly situated within the Village of Lewisburg and subject to the jurisdiction of the Lewisburg Police Department;

WHEREAS, it is beneficial to both the Village of Lewisburg and the Tri-County North Local School District to provide and allow for a sworn peace officer to function as school resource officer pursuant to a Memorandum of Understanding between the Village and the School District.


NOW, THEREFORE, BE IT RESOLVED by the Village of Lewisburg Council, Preble County, State of Ohio:

Section 1. It is in the best interest of the Village of Lewisburg to enter a Memorandum of Understanding which calls for the position of school resource officer filled by a sworn peace officer employed by the Village of Lewisburg.

Section 2. The Municipal Manager is authorized to execute a Memorandum of Understanding constituting the agreement between the Village of Lewisburg and the Tri-County North Local School District as set forth in attached exhibit "A"

Section 3. This resolution is declared to be an emergency and shall become effective upon passage.

Dated: 10-03-2024


Mayor

Attest: 
Clerk of Council

SCHOOL RESOURCE OFFICER PROGRAM CONTRACT

This agreement, entered into this _____ day of _____, 2024 by and between the Village of Lewisburg and the Tri-County North Local School District Board of Education, Preble County, Ohio, hereinafter referred to as "School" and is to amend the previous agreement between the Village of Lewisburg and the School for the placement of a school resource officer (SRO). The term of this agreement shall be three (3) school years, subject to the right of either party to terminate this agreement upon advance notice to the other party.

The School is desirous of acquiring police protection and the services of an SRO to better protect and educate its students, staff, and any visitors and is vested with the authority to contract for an SRO pursuant to Ohio Revised Code 3313.95 and 311.29.

The Village of Lewisburg is willing to supply a trained, sworn police officer to fill the position of SRO pursuant to a schedule determined by the School Superintendent, but in no event to result in overtime without the authorization of the Village Municipal Manager.

The parties intend the SRO position to be filled by Richard McGee, a sworn officer and member of the Lewisburg Police Department. It is the intention of the parties that Richard McGee shall fill this position so long as he remains a sworn police officer employed by the Village of Lewisburg, subject to the right of either party to terminate this agreement. The SRO shall work exclusively on the Tri-County North Local School District Campus.

It is understood the SRO shall at all times be an employee of the Village of Lewisburg subject to the standards of employment required by the Village of Lewisburg for all sworn members of the Lewisburg Police Department; shall be required to qualify with his weapon; and undergo training as required of all sworn police officers in the State of Ohio, and all sworn members of the Lewisburg Police Department. It is understood the SRO will be under the supervision and exclusive control of the Lewisburg Police Chief and the Lewisburg Municipal Manager subject to the School Superintendent's right to control the SRO's schedule as indicated above and subject to working exclusively on the Tri-County North Local School District Campus except as otherwise outlined in this agreement.

The Village agrees to provide all uniforms and equipment as is provided to all sworn Lewisburg Police Department members at the Village's cost. The Village agrees to provide a motor vehicle for use by the SRO and pay for all maintenance and gasoline consumption by same.

The Village shall be responsible for all training costs associated with the SRO, except those training costs associated with SRO training. The School shall be responsible for all SRO training costs.

The Village of Lewisburg shall maintain all records concerning the performance of personnel assigned under this agreement as SRO and shall make such records available to the School except as maybe restricted by Ohio Revised Code 149.43. Said records shall include daily activity logs, monthly reports, as well as semi-annual reports of criminal activities on the School Campus, the services provided under this agreement and such other matters as are commonly reported by law enforcement agencies.

The School agrees to provide adequate space for an SRO office for use by the SRO.

The Village of Lewisburg shall present an invoice to the School quarterly. The invoice will identify the actual costs for the SRO. The School agrees to pay 100% of all payroll expenses to include wages, Ohio Police and Fire Pension premiums, Medicare contributions, BWC premium expense, health insurance premium costs, Life Insurance premium costs, and HSA contributions (as provided to all fulltime Police Department employees) attributable solely to the SRO for time spent as the SRO. The School shall not be responsible for payroll expense for activities performed as a Police Officer outside of the SRO duties. Upon receipt of the invoice the School shall pay within 30 days by check to the Village of Lewisburg. It is understood by both parties that each subsequent year of this agreement may result in a cost increase from the previous year and shall be reviewed by the parties on an annual basis.

This agreement shall automatically renew in subsequent years for successive one-year terms, unless earlier terminated or amended by the parties. This agreement may be amended by mutual agreement of the parties in writing. This agreement may be terminated upon 90 days advance written notice from either party to the other party.

This agreement supersedes any and all other agreements, either oral or in writing between the parties hereto, and contains all the covenants and agreements between the parties. Each party to this agreement acknowledges no representations have been made or relied upon by either party, except those explicitly contained in this agreement and any attachments to this agreement.

Approved via Resolution number

_____ of the Village
Council of Lewisburg, Ohio.

Approved via Resolution number

_____ of the
Tri-County North Board of Education,
Preble County, Ohio.

Jeffrey Sewert, Municipal Manager
on behalf of the Village of
Lewisburg

Date: _____

William K. Derringer, Superintendent
on behalf of Tri-County North Local
School District

Date: _____