

FIRST READING: 5/14/18
SECOND READING: 5/29/18
THIRD READING: 6/11/18

ORDINANCE NO. 28-18

BY: THOMAS J. HUNT

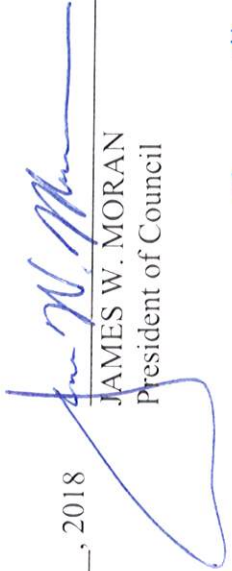
AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SCHOOL RESOURCE OFFICER AGREEMENT WITH THE ROCKY RIVER CITY SCHOOL DISTRICT BOARD OF EDUCATION FOR THE 2018-2019, 2019-2020, AND 2020-2021 SCHOOL YEARS

WHEREAS: the City of Rocky River and the Rocky River City School District Board of Education desire to enter into an agreement for School Resource Officer services for the high school and middle school, as further described in the attached Exhibit A; and

WHEREAS: the City Administration deems it to be a prudent use of Police Department services to support the School District through the services of School Resource Officers for the Rocky River High School and the Rocky River Middle School.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ROCKY RIVER, COUNTY OF CUYAHOGA, STATE OF OHIO:

SECTION 1. The Mayor is hereby authorized to execute the School Resource Officer Agreement between the City of Rocky River and the Rocky River City School District Board of Education for the 2018-2019, 2019-2020, and 2020-2021 School Years, which agreement is attached as Exhibit "A".

PASSED: June 11th, 2018

JAMES W. MORAN
President of Council

PRESENTED
TO MAYOR: June 11th, 2018
APPROVED: June 11th, 2018

ATTEST:

A Susan G. Pease
SUSAN G. PEASE
Clerk of Council

Pamela E. Bobst
PAMELA E. BOBST
Mayor

neu:mydocs:SROAgreement.

I, the undersigned clerk of council of the city of Rocky River, State of Ohio, do hereby certify that publication of the foregoing ordinance was duly made by posting a true copy thereof in the lobby of the Rocky River City Hall, in accordance with the charter of Rocky River, commencing on the 11th day of June, 20 18.

A Susan G. Pease
Clerk of Council of the City of Rocky River, Ohio

City of Rocky River } ss
County of Cuyahoga }
THE UNDERSIGNED CLERK OF THE COUNCIL OF THE CITY OF ROCKY RIVER, OHIO DOES HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE NO. 28-18 ADOPTED BY THE COUNCIL OF SAID CITY ON THE 11th DAY OF June, 20 18 THAT THE PUBLICATION OF SUCH ORDINANCE HAS BEEN MADE AND CERTIFIED OF RECORD ACCORDING TO LAW; THAT NO PROCEEDINGS LOOKING TO A REFERENDUM UPON SUCH ORDINANCE HAVE BEEN TAKEN; THAT SUCH ORDINANCE AND THE CERTIFICATE OF PUBLICATION THEREOF ARE OF RECORD IN ORDINANCE RECORD NO. 28-18

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL THIS 11th DAY OF June, 20 18.

A Susan G. Pease
CLERK OF COUNCIL OF THE CITY OF ROCKY RIVER, OHIO

**School Resource Officer Agreement for the 2018-2019, 2019-2020, and
2020-2021 School Years**

**City of Rocky River Police Department (“RRPD”) and the Rocky River City
School District Board of Education (“Board”)**

- 1. Term.** Unless extended by the parties in writing, the term of this Agreement shall be for the 2018-2019 school year through the 2020-2021 school year, defined as including student attendance days from August 2018 through June 2021. The Board shall provide at least twelve (12) months’ advance written notice to the RRPD in the event that the Board elects to discontinue the services provided by the RRPD under this Agreement after the 2020-2021 school year.
- 2. Duties of School Resource Officer.** During the term of this Agreement, the RRPD shall provide one (1) member of its active police force to serve as the full-time School Resource Officer (“SRO”) at Rocky River High School and provide one (1) member of its active police force to serve as the full-time SRO at Rocky River Middle School. Said services shall be provided by the RRPD on all student attendance days (approximately 181 days) as set forth on the applicable school calendar approved by the Board. The Board understands that the RRPD may need to re-assign the SRO temporarily to other law enforcement responsibilities in the event of a municipal emergency requiring the SRO’s presence elsewhere. Should the SRO assigned to Rocky River High School or Rocky River Middle School be absent for any reason, the RRPD will assign an active RRPD officer to the school during said absence.
- 3. Compensation.** As compensation for the services to be performed by the RRPD described in paragraph 2 above, the Board shall compensate the RRPD in an amount not to exceed \$137,113.34 annually (\$68,556.67 per SRO), which shall be payable in quarterly installments on or before September 1, November 1, February 1, and April 1 each school year throughout the term of this Agreement.
- 4. Relationship/Employee Status.** The SRO shall be deemed to be, for all purposes, an employee of the City of Rocky River and shall not at any time directly or indirectly act as agent, servant or employee of the Board. The Board shall have no control over the means and manner in which the work is to be performed by the SRO. The SRO is not entitled to any of the rights, privileges or benefits provided by the Board to its employees. The RRPD acknowledges that it is solely responsible for workers’ compensation and for payment of all federal, state or local income taxes with respect to amounts paid under this Agreement. The SRO shall not have the authority to obligate the Board in any manner whatsoever. The RRPD acknowledges that the SRO is not entitled to participate in any school retirement system and that no deductions are to be withheld or payments made by the Board under this Agreement.
- 5. Confidentiality.** All confidential information regarding the Board’s students, staff, security, technology and other related school matters shall be maintained as confidential by the RRPD to the fullest extent permitted under applicable law.

6. Request for Removal. The Board shall have the right to request the removal of any SRO whom it believes is impeding or negatively affecting the services to be provided hereunder. The RRPD and Board shall promptly meet to address the Board's removal request.

7. General Terms. The Board, to the fullest extent permitted under applicable law, shall be responsible for any and all personal injury and property damage which is attributable to the negligent actions or negligent omissions of its employees acting within the scope of their employment. The RRPD, to the fullest extent permitted under applicable law, shall be responsible for any and all personal injury and property damage which is attributable to the negligent actions or negligent omissions of its employees acting within the scope of their employment. The Board and RRPD agree that nothing contained in this paragraph shall operate as and/or be interpreted as a waiver of either party's respective sovereign immunity. This Agreement shall not be assignable or delegable by either party without the prior written consent of the other party.

8. Insurance. The Board and the RRPD shall each maintain, at its own expense, insurance in the form of a comprehensive general liability policy with a reciprocal listing of the other as an additional insured. The RRPD shall cause the issuer of such insurance policy to deliver to the Board, c/o Treasurer Greg Markus, evidence of the existence of such policy and shall require the insurer to give the Board, c/o Mr. Markus, at least thirty (30) calendar days' written notice prior to cancellation of, or any material change in the policy.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the latter day and year written below.

**City of Rocky River
Police Department**

**Rocky River City School District
Board of Education**

By: Kelly J. Stillman
Its: Chief of Police
Date: _____

By: Kathy Goepfert
Its: Board President
Date: _____

City of Rocky River

By: Greg Markus
Its: Treasurer/CFO
Date: _____

By: Pamela E. Bobst
Its: Mayor
Date: _____