

RESOLUTION NO. 63-2013 (AS AMENDED)

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO A S.R.O. FUNDING AGREEMENT WITH BATH TOWNSHIP AND THE BOARD OF EDUCATION OF THE REVERE LOCAL SCHOOL DISTRICT AND DECLARING AN EMERGENCY.

WHEREAS, the Village desires to enter into an agreement with Bath Township and the Board of Education of the Revere Local School District for funding and implementation of a School Resource Officer (S.R.O.) Program.

BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

- SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into a S.R.O. Funding Agreement and addendum with Bath Township and the Board of Education of the Revere Local School District in substantially the same form and with substantially the same terms as the agreement and addendum attached hereto as Exhibit "A" and incorporated fully herein by reference, subject to final approval of the Director of Law."
- SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.
- SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary to fund and implement the S.R.O. program at the earliest possible time; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

S.R.O. Funding Agreement (FA)
Between
Bath Township, Village of Richfield
and
Revere Local School District

This AGREEMENT is made and entered into this _____ day of August, 2013, by and between the Bath Township, Summit County, Ohio (hereinafter referred to as "Bath"), the Village of Richfield (hereinafter referred to as "Richfield") and the Revere Local School District (hereinafter referred to as "Revere").

WHEREAS, The Village, the Township and Revere recognize the importance of implementing an SRO program as a pro-active step in further protecting our community including its youth and agrees to the above terms and conditions, and therefore authorizes the selection of an SRO candidate and the implementation of the SRO program; and

WHEREAS, the purpose of this document is to establish the funding mechanism which shall be used in implementing a School Resource Officer (SRO) Program which shall serve all of the school buildings in Revere and which are located in both Bath and Richfield. This FA is being entered into by Bath, Richfield and Revere along with the SRO Memorandum of Understanding between Revere and Bath. Both documents serve to document the operation and funding of the SRO Program to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that the SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students, adhering to Board policies and improving the overall school climate; and

WHEREAS, the parties agree that an effective SRO Program is a pro-active strategy designed to protect the students, staff and community members utilizing the school facilities operated by Revere in order to maintain school safety and the educational climate at the school, that the role of the SRO Program is designed to exist within the context of the educational mission of the school district, that a clear distinction exists between disciplinary misconduct to be handled by school officials and criminal offenses to be handled by law enforcement and that every effort must be put forth to respect the rights of students; preserve transparency and accountability and insure adequate SRO training requirements are in place; and

WHEREAS, the signatories agree as follows:

I. Chain of Command

- A. As an employee of Bath Township, the SRO shall follow the chain of command as set forth in the Bath Police Department General Orders.

- B. The SRO from Bath will cooperate with the Richfield Police Department and one another regarding the safety of the Revere Schools and share knowledge of the Chief of Police of each Department and the Revere Superintendent or designee.

II. Funding

For and in consideration of the Bath Township Trustees providing the SRO program Bath, Richfield and Revere, agree to the following funding formula and make a financial commitment as described herein;

- A. Each party shall make an annual payment of \$35,000 to the fiscal agent employing the officer.
- B. To fund the SRO program for 3 years, commencing on September 1, 2013 which shall be the official start date of the program.
- C. The Parties authorize the fiscal agent to accumulate reserves which arise from the difference between the annualized cost for the position and the payments made by the three partnering entities.
- D. In year three of the program, the fiscal agent will apply surplus payments, if any, as credits, or bill each party for one third of the excess cost for the program, whichever is applicable.
- E. Any local share proceeds which are received under the pending COPS Grant will be directly applied to the cost of the officer so that the financial commitment for each partner is reduced by a like amount.
- F. The Bath Police Department is currently pursuing a USDOJ COPS grant for purposes of additional funding of the SRO position. This grant, if approved, will provide for a 52.5% federal share reimbursement for salary and benefits of the proposed SRO for a three year period. In the event the Bath Police Department is successful in receiving the COPS grant, the remaining 47.5% local share balance shall be divided in an equal proportionate share between Bath, Richfield and Revere.

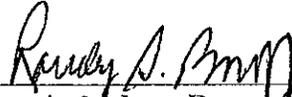
III. SRO Compensation

The SRO's wages and benefits are determined by a labor contract negotiated by the Fraternal Order of Police-Ohio Labor Council and Bath Township. Future wage and benefit increases will be negotiated through the Fraternal Order of Police-Ohio Labor Council and Bath Township.

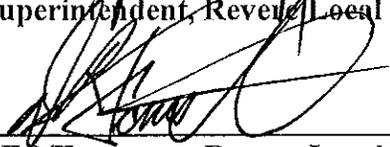
IV. Duration of Funding Document

This Funding Document shall become effective on September 1, 2013 and remain effective until August 31, 2016, whereupon it must be reviewed by all signatories or their successors before being renewed.

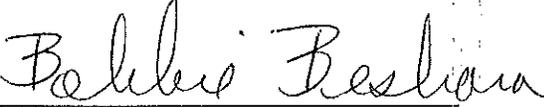
Signed on this _____ of August, 2013.



Superintendent, Revere Local Schools



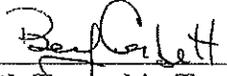
CFO/Treasurer, Revere Local Schools



Mayor of the Village of Richfield



Bath Township Trustee



Bath Township Trustee



Bath Township Trustee

CERTIFICATE OF AVAILABILITY OF FUNDS

It is hereby certified that the amount required to meet the obligations of this contract in the fiscal year in which the contract has been made has been lawfully appropriated for the purposes of the contract and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances, obligations, or certificates now outstanding.

Sandy J. [Signature]

Fiscal Officer

9/19/13

Date

ADDENDUM TO SCHOOL RESOURCE OFFICER FUNDING AGREEMENT
Between
BATH TOWNSHIP, VILLAGE OF RICHFIELD AND REVERE LOCAL SCHOOL
DISTRICT

This Addendum to the School Resource Officer Funding Agreement ("Addendum") Between Bath Township ("Bath"), the Village of Richfield ("Richfield") and the Revere Local School District ("Revere") is made and entered into on the ___ day of September, 2013 by and between Bath, Richfield and Revere.

WHEREAS, Bath, Richfield and Revere have entered into a Funding Agreement for a School Resource Officer for the term of September 1, 2013 through August 31, 2016; and

WHEREAS, Bath, Richfield and Revere hereby agree to modify the terms of the Funding Agreement in accordance with the terms of this Addendum.

It is hereby agreed by Bath, Richfield and Revere that:

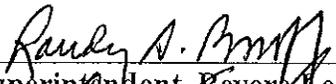
1. Section II(D) of the Funding Agreement shall be modified to read as follows: "Not less frequently than annually, the fiscal agent of the entity employing the SRO shall review the finances of the SRO program and apply payments exceeding expenses, if any, as credits equally and proportionately reducing the next annual payment, or bill each party for one-third of the excess cost for the program during the prior year, whichever is applicable and further provided that the parties shall meet and confer in the event that any annual payment increases by ten percent (10%) or more as a result of excess program costs. Such meeting shall take place prior to requirement for payment."
2. Section II(F) of the Funding Agreement shall be modified to read as follows: "The Bath Police Department is currently pursuing a USDOJ COPS grant for purposes of additional funding of the SRO position. This grant, if approved, will provide for a 52.5% federal share reimbursement for salary and benefits of the proposed SRO for a three year period. In the event the Bath Police Department is successful in receiving the COPS grant, the proceeds shall be applied to the overall SRO program costs and the annual payments of Bath, Richfield and Revere shall be reduced by equal proportionate share at the earliest possible time and in no event later than the first annual fiscal review under Section II(D)."
3. The parties acknowledge that Bath and Revere have executed a Memorandum of Understanding (MOU) (copy attached hereto as Appendix A) concerning the administration of the SRO program.
4. The parties agree that Richfield shall be entitled to copies of the monthly activity reports to be submitted by the SRO under Section I(D) of the MOU at the same time

they are provided to the Revere Superintendent of Schools building principals and Chief of Police.

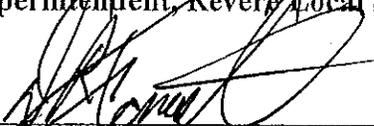
5. The parties further agree that Richfield shall be provided with a report, on an annual basis, containing the annual data to be maintained by the Bath Police Department under Section III of the MOU. Receipt of this report shall be not later than 30 days prior to billing for annual payments pursuant to the SRO Funding Agreement, as such may be modified under Section II(D) of the Funding Agreement.

In witness hereto, the following certify that all parties have agreed and have entered into this Addendum to the SRO Funding Agreement on the date first written above, effective retroactively to September 1, 2013.

Signed on this _____ of August, 2013.



Superintendent, Revere Local Schools



CFO/Treasurer, Revere Local Schools



Mayor of the Village of Richfield



Finance Director, Village of Richfield



Bath Township Trustee



Bath Township Trustee



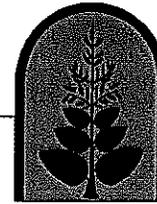
Bath Township Trustee

Copy

Village of Richfield

Crossroads of Community & Commerce

Bobbie Beshara, Mayor
Sandy Turk, Finance Director



September 20, 2013

Mr. Vito Sinopoli, Township Administrator
Bath Township
3864 W. Bath Road
Akron, OH 44333

Dear Mr. Sinopoli:

Enclosed is a fully-executed copy of the SRO Funding Agreement and Addendum authorized by Resolution No. 63-2013.

Please note that the Village's signature is contingent upon the reservation of the ability to approve, in advance, any expenditures for equipment or supplies that are purported to be the responsibility of the Village. Please contact me with any questions in this regard.

The Village will process its \$35,000 payment in January, 2014 after the passage of the 2014 budget.

Thank you for your cooperation and assistance in this matter.

Sincerely,

Sandy Turk
Finance Director

Enclosures
CC: Dave Forrest