

CITY OF OBERLIN, OHIO

ORDINANCE No. 13- 59 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE BOARD OF EDUCATION OF THE OBERLIN CITY SCHOOL DISTRICT TO PROVIDE CROSSING GUARDS AND A SCHOOL RESOURCES OFFICER AND DECLARING AN EMERGENCY

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the City Manager is hereby authorized and directed to enter into an agreement with the Board of Education of the Oberlin City School District to provide Crossing Guards and a School Resources Officer in exchange for specified reimbursement, a copy of said agreement being attached hereto, marked **Exhibit A** and incorporated herein by reference.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of the 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. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to-wit: in order to allow for the timely approval of the agreement to enable both parties to utilize the facilities described in the agreement at the earliest possible date, and shall take effect immediately upon passage.

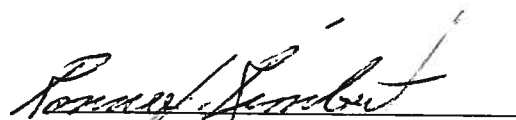
PASSED: 1st Reading: September 17, 2013 (E)

2nd Reading: \_\_\_\_\_

3rd Reading: \_\_\_\_\_

ATTEST:

  
BELINDA B. ANDERSON, CMC  
CLERK OF COUNCIL

  
RONNIE J. RIMBERT  
PRESIDENT OF COUNCIL

POSTED: 09/17/2013

EFFECTIVE DATE: 09/16/2013



## AGREEMENT

10-16-13 09:52 RCVD

This Agreement is made and entered into at Oberlin, Ohio, on this 31 day of Sept, 2013, by and between the CITY OF OBERLIN, OHIO, a Chartered Ohio municipal corporation, hereinafter called "City", and THE BOARD OF EDUCATION OF THE OBERLIN CITY SCHOOL DISTRICT, hereinafter called "District".

### WITNESSETH:

WHEREAS, the City and the District share a mutual interest in the safety and security of the District's student population both while in and enroute to and from school; and

WHEREAS, the City employs persons specifically to help ensure student safety; and

WHEREAS, the City and the District wish to enter into an agreement to share the costs of the City employees assigned to the duties relating to student safety.

NOW, THEREFORE, in consideration of the foregoing covenants, representations and other good and valuable consideration, the receipt of which is hereby specifically acknowledged by both parties, IT IS AGREED between the City and the District as follows:

#### 1. Definitions:

##### a. Affected City Employees

1) School Resource Officer (SRO) – A full-time commissioned Oberlin Police Officer whose regular and primary assignment is to the District in a visible, uniformed presence in the Schools, performing duties determined agreeable to both parties, which shall be reviewed periodically.

2) Crossing Guards – Civilian employees assigned to pre-designated locations whose responsibility is to assist students in crossing roadways in a safe and orderly manner.

#### 2. Term and Termination of the Agreement:

a. Term. The initial term of this Agreement shall be for the 2013 – 2014 school year. This Agreement shall automatically renew for subsequent school year terms, provided neither party terminates the Agreement as provided for in section 2.b. of this Agreement.

b. Termination of the Agreement. This agreement may be terminated at the end of its initial term or at the end of each subsequent term, upon sixty (60) days prior written notice by either party.

#### 3. Conditions:

##### a. School Resource Officer

1) City - The City will supply one (1) certified School Resource Officer to the District. The City is responsible for all training and equipment.

2) District – The District will supplement the expense to the City for the payroll, benefits, training and equipment of the School Resource Officer by paying \$8,000.00 per school year to the City.

**b. Crossing Guards**

1) City -The City will supply Crossing Guards for the following locations:

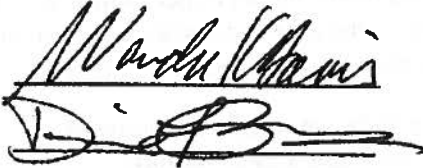
- Eastwood Crosswalk
- Intersection of Prospect and College
- Intersection of Prospect and Lorain
- Intersection of Main and Lorain (this intersection will be removed from the list after the signal upgrades and addition of crossing countdown indicators)

The City is responsible for scheduling, training and equipping Crossing Guards.

2) District – The District will supplement the expense to the City for the payroll, benefits, training and equipment of the crossing guards by paying \$10,000 per school year to the City.

IN WITNESS WHEREOF, the parties have hereunto set their hands, the City by its City Manager, and the District by its Superintendent, on the date and year first above written.

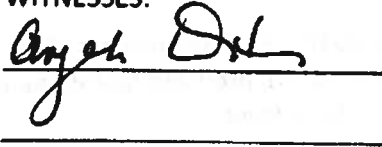
WITNESSES:



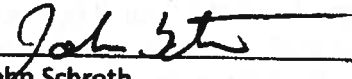
CITY OF OBERLIN, OHIO

by:   
Eric Norenberg  
City Manager

WITNESSES:



OBERLIN CITY SCHOOLS

by:   
John Schroth  
Superintendent

Approved as to form:

  
Jon Clark, Oberlin Law Director