

**MEMORANDUM OF UNDERSTANDING**  
**Campus Security Expansion**

This Memorandum of Understanding ("MOU") is entered into by and between the City of Mason, Ohio ("City") and Mason City Schools ("Schools") on this 27th day of September 2018.

WHEREAS, the City implemented a Campus Security initiative designed to ensure a safe and inviting environment for over 12,000 daily visitors, students and employees at various City of Mason and Schools facilities; and

WHEREAS, in an effort to increase safety in the community, Mason City Council authorized the development of a Campus Security Team consisting of full-time and part-time Police Officers, DARE and School Resource Officers, Firefighters and security personnel; and

WHEREAS, the City has undertaken initiatives to remodel the City's Emergency Operations Center, re-evaluate camera and access systems, as well as providing support and increased security at the Community Center and Municipal Campus; and

WHEREAS, the Campus Security vision continues to evolve, the intent is to build on the already strong partnership that exists between the City and the Schools to enhance safety and security throughout the schools, business partners and community; and

WHEREAS, the City and the Schools have been working to generate a conceptual outline for expanded School participation in the City's Campus Security program; and

WHEREAS, the City and the Schools are interested in enhancing security of the Municipal Campus by creating a policing "district" that emphasizes direct communication, observation, information assessment, ongoing threat assessment, and dynamic staffing to meet situational needs; and

WHEREAS, this concept brings with it the advantages of a variety of specialized skills, resources, training, information sharing, access and organization; and

WHEREAS, in order to enhance school safety, provide a police presence routinely within the Schools, and to strengthen this unique policing district, the parties are committed to cooperation in all aspects of this partnership, including but not limited to items such as access, communication, equipment and office needs; and

WHEREAS, over \$850,000 has been invested by the City to the Campus Security program directly translating into staffing infrastructure, peak staffing, and on-site staffing available to provide gap coverage, back-up, or massing for immediate critical incident response.

NOW, THEREFORE, the parties mutually understand and agree as follows:

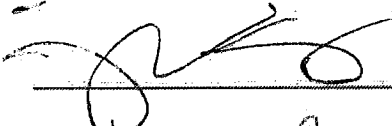
1. The City Campus Security Unit anticipates two classifications of staffing: Police Officers and Campus Security Officers.
2. Police Officers are full-time, sworn, uniformed and armed personnel that can make arrests and are obligated to enforce the law. They fall under collective bargaining agreement with the City, General Orders of the Police Department and other City policies.
3. Campus Security officers are generally part-time, non-sworn, non-uniformed personnel that are not able to make arrests. These positions may be filled by qualified individuals with training in security, counseling, mentoring and threat assessment. Depending on training, they may carry a firearm and/or other weapons – but only with permission of the Chief of Police or Safety Director.
4. The Campus Security program is best understood in terms of hours of added time to be generally focused during the school day at a particular location as further outlined herein:
  - Mason High School – 40 hours/week of Police Officer assigned to Campus Security (Full-time, sworn, and armed police officer) = Estimated Cost \$120,000
  - Mason Middle School – 40 hours/week of Police Officer assigned to Campus Security (Full-time, sworn, and armed police officer)= Estimated Cost \$120,000
  - Mason Intermediate School & MECC – 40 hours/week of Police Officer assigned to Campus Security (Full-time, sworn, and armed police officer) = Estimated Cost \$120,000
5. The Schools will be responsible for the estimated costs of \$120,000 per year for each of these three full-time positions, for an initial term of three (3) years. The term of this Agreement shall be three (3) years commencing on August 1, 2018, and ending on July 31, 2021. In the event this agreement is terminated by the schools prior to the expiration of the initial term, compensation will be made to the City for all services agreed to for the 3 (three) year period.
6. This Agreement shall automatically renew at the conclusion of the initial term on a year-to-year basis unless either party provides written notice of its intent to non-renew as provided below in section 7.
7. Either party may choose to non-renew this MOU by providing a minimum of six months (180) days written notice prior to the expiration of the then current term.
8. This Agreement may be modified and/or revised only by formal amendment in writing approved by the City and the Schools.
9. All records generated by officers working in the Campus Security Division shall be maintained by the Mason Police Department and are subject to applicable General Orders.
10. Each party shall maintain public liability insurance, or its equivalent, to cover their respective liability in regard to the officer's duties and responsibilities and the duties and responsibilities of each institutions personnel.
11. The City reserves the right to determine which officers will be assigned to work in the capacity of Campus Security. Officers assigned to work in Campus Security under the terms of this agreement are subject to the supervision, scheduling, hours of work and

chain-of-command set forth by the City of Mason Police Department. Officers are subject to the City of Mason personnel policies, procedures and practices. The City shall have the power and authority to discipline officers assigned to Campus Security. In the performance of their duties, officers shall coordinate and communicate with designated Schools personnel but shall remain under the ultimate supervision of the City. Notwithstanding the foregoing, the Schools may request that an officer be reassigned to a different district that does not include Mason City Schools under the terms of the MOU. The City shall consider the input of the Schools and its staff in determining reassignment of any officer.

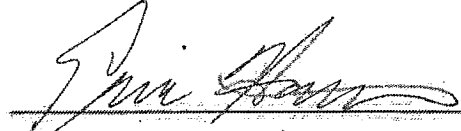
12. The City shall be responsible for managing all uniforms and equipment necessary for officer's to perform his/her duties as a Campus Security Officer.
13. In addition to the above, the Schools shall be responsible for \$120,000 per year payment to the City. This is intended to compensate for additional staffing by either Campus Security officers, possible over-time by Police Officers, or supplemental coverage that may be needed to fill gaps, support officer safety, peak activity coverage, or special situations. This could also provide flexibility for extracurricular or after hours assistance.
14. In addition to the above amounts, the Schools shall make a \$50,000 annual payment to the City to offset the cost of equipment and uniform purchases for the Campus Security program. This may include K-9s, cruisers, magnetometers or other mobile screening devices.
15. The two payments set forth in Paragraphs 13 and 14 above shall be reviewed annually and adjusted either up or down based on actual costs for the services and equipment attributed to those payments.
16. Amounts will be billed by the City and paid by the Schools quarterly in the last month of each quarter (March, June, September and December).
17. In addition to the above, the Schools shall continue to compensate the City \$100,000 per year for staffing the existing School Resource Officer role, which will be included in the Campus Security Program.
18. As part of the ongoing Campus Security program, the City is committed to providing the following:
  - \$120,000 – DARE Officer
  - \$200,000 – FT Police Officers assigned to Campus Security
  - \$135,000 – Police Supervisors assigned to Campus Security
  - \$200,000 – PT Campus Security officers
  - \$100,000 – FT Firefighter/Paramedic assigned on campus – may provide classroom assistance, support in CPR training, etc.
  - \$100,000 – additional seasonal staffing by Police Officers due to Kings Island Partnership
19. The parties recognize that additional detailed agreements may be necessary to achieve the purposes of this MOU, and each party will make all reasonable efforts to negotiate and execute said agreements as they become necessary.

20. The City agrees to perform all services pursuant to this MOU as an independent contractor, and further agrees that no employment-related benefits or withholdings shall be paid for or made to the City and/or the individuals providing services hereunder by the Schools. In the event that any benefits or withholdings are later required by operation of law, or later determined to be required, the City agrees that the cost or amount of such benefits or withholdings may be deducted from the current amount of this contract as payments are made to the City, or if there is no unpaid balance on this MOU or such balance is insufficient, the difference shall be reimbursed to the Schools by the City within ten (10) days following receipt of an invoice therefor.
21. The MOU shall be governed by, construed, interpreted, performed and enforced under the laws of the State of Ohio. In the event of any dispute arising hereunder, this MOU shall not be interpreted for or against any party hereto on the ground that such party drafted or caused to be drafted this MOU or any part hereof.
22. This MOU shall constitute the full, final and complete understanding of the parties concerning this matter. Any amendments or modifications to this MOU shall be in writing and signed by all parties. This MOU may be executed in counterparts, and each counterpart, when executed shall have the efficacy of a signed original. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose. No waiver shall be binding unless in writing and signed by the party providing such waiver.

FOR MASON CITY SCHOOLS:

  
By: Jonathan Cooper  
Its: Superintendent/CEO  
Date: 9/28/18

FOR THE CITY OF MASON:

  
By: Eric Hansen  
Its: City Manager  
Date: 9/27/18

Ord 2018-94  
passed 8/20/18