

SECOND AMENDED ORDINANCE NO. 18 - 19

By: Monique Lampke

AN ORDINANCE TO APPROVE THE SCHOOL RESOURCE OFFICER AGREEMENT WITH THE CATHOLIC DIOCESE OF COLUMBUS.

WHEREAS, School Resource Officers provide a valuable service to educational institutions and to the students that attend them, by enhancing the safety of the school environment and creating opportunities for positive relationships with law enforcement; and

WHEREAS, According to the National Association of School Resource Officers, research has shown that School Resource Officers prevent or minimize property damage on school campuses; prevent student injury and even death due to violence, drug activity, etc.; reduce the need for school calls to 911; reduce the likelihood that a student will get a criminal record; increase the likelihood that students (particularly those with mental health issues) will get needed help from social service and health care systems; and increase the feeling of safety among students and staff; and

WHEREAS, School Resource Officers provide a valuable amenity to the City of Bexley and the Bexley Police Department, by enhancing the safety profile of the City in general, and providing additional staffing resources and expertise; and

WHEREAS, The City has been approached by St. Charles Preparatory School to consider a partnership in which a School Resource Officer would be assigned to the school; and

WHEREAS, The Mayor and Chief of Police have worked cooperatively with St. Charles and negotiated a proposed contract to provide the service of a School Resource Officer; and

WHEREAS, The agreement specifies that the Catholic Diocese of Columbus will pay 100% of the complete personnel costs associated with the officer assigned to St. Charles; and

WHEREAS, In instances involving public school districts in central Ohio, cities commonly bear 50% of the expense of a School Resource Officer, but this agreement was negotiated at a lower cost to the City on the basis of it being a partnership with a private educational institution;

NOW THEREFORE BE IT ORDAINED by the Council of the City of Bexley, County of Franklin, and State of Ohio:

Section 1.

That the City Council hereby approves the School Resource Officer agreement attached hereto as Exhibit A and authorizes the Mayor to execute the agreement.

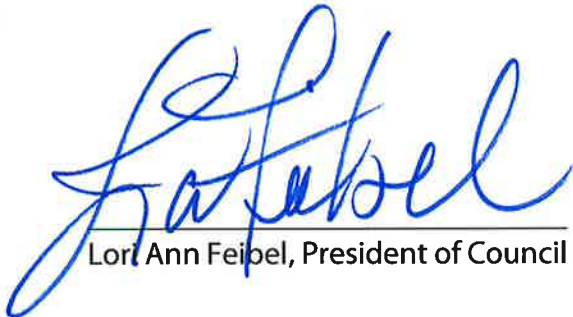
Section 2.

That this Ordinance shall go into effect and be in force from and after the earliest period allowed by law.

Passed this 15th day of October, 2019.




Wm. Harvey Clerk of Council



Lori Ann Feibel, President of Council

Approved:



Ben Kessler, Mayor

First Reading: 5-28-19
Second Reading: 6-11-19
Third Reading: 6-25-19
Amended: 6-25-19
Tabled: 6-25-19
Amended: 10-15-19
Passed: 10-15-19

**2019 AGREEMENT FOR THE PROVISION OF A SCHOOL RESOURCE OFFICER TO
ST. CHARLES PREPARTORY SCHOOL AND THE CITY OF BEXLEY**

This Agreement (the "Agreement") is made and entered into as of this _____ day of _____, 2019 by and between St. Charles Preparatory School (hereafter referred to as the "School") and the City of Bexley (hereafter referred to as the "City"), an Ohio Municipal Corporation. The School and City are collectively referred to herein as the "Parties."

ARTICLE I – SCOPE OF SERVICES

The City agrees to provide services of one (1) law enforcement officer by assignment to St. Charles Preparatory as School Resource Officer ("SRO"). The Principal or designee and the Mayor or designee may approve jointly developed regulations for the implementation of this Agreement so long as such regulations are not inconsistent with this Agreement. The service of the SRO shall be subject to such regulations, including any and all addendums as agreed upon by the Principal or designee and the Mayor or designee. The parties agree and acknowledge that at all times the SRO on School property or at school events shall be law enforcement officers of the City and not employees, agents or representatives of the School, Principal or Diocese.

The primary function of the SRO will be to provide a safe and secure learning environment, reduce crime, serve as an educational resource and serve as a liaison between St. Charles Preparatory School and the Police Department.

ARTICLE II – TERM

This Agreement shall become effective December 1, 2019 and shall be in effect until July 31, 2020. This Agreement may be extended upon mutual written agreement between the City and the School.

ARTICLE III – SCHOOL RESPONSIBILITIES

The School shall accomplish the following:

1. Give prompt notice to the City whenever the School observes, or otherwise becomes aware of any fault or deficit in the service or any non-conformance with this Agreement.
2. The School shall designate the Principal or designee as a point of contact to represent the School on a day-to-day basis and notify the City as to who shall serve as this point of contact. The point of contact:
 - a. Shall have the ability to authorize the City to begin and terminate services.
 - b. Shall coordinate services with the City.
3. Monitor the Agreement to ensure full compliance with this contractual agreement.
4. Provide for reasonable costs associated with the specialized training of a School Resource Officer and any changes in curriculum or programming initiated by the schools, which require materials to be purchased. The Principal or designee shall have the right to approve any such specialized training in advance, which approval shall not be unreasonably denied.
5. Provide the SRO with an office that is furnished with a desk and seating for four (4) additional persons.
6. Work with the Administrative Sergeant or designee regarding any special duty assignments related to school functions.

ARTICLE IV – CITY RESPONSIBILITIES

The City shall accomplish the following:

1. Execute the services as defined in Article I and within the designated time frame. Pursuant to this obligation, the City shall take specific actions including, but not limited to:
 - a. schedule the SRO to normally work at the High School from 7:30 a.m. until 3:30 p.m. Monday through Friday during the course of the normal school year December 1, 2019 – July 31 2020.
 - b. provide a substitute officer if an SRO is absent, unless unforeseen emergencies prevent doing so.
2. Give prompt notice to the School whenever the City observes, or otherwise becomes aware of any fault or deficit in the service or any non-conformance with this Agreement.
3. Provide the School, on a mutually agreeable schedule, an assessment of the program and recommendations of any modifications.
4. Provide all labor, tools, vehicles and materials required to perform the services as identified in this Agreement, except for those instances described above in Article III. Notwithstanding, these provisions, the Parties agree that the City directs, controls and supervises the daily tasks, duties, assignments and services that SRO provides under this Agreement, and the City agrees to be responsible for any bodily or personal injury, death, property damage or loss caused by the actions of the SRO arising out of or related to this Agreement and any or all services covered by or incidental to this Agreement, including those arising in whole or in part from any alleged act, omission or negligence of the SRO.

ARTICLE V – COMPENSATION AND PAYMENT

The City shall invoice the School monthly for 100% of the personnel cost of one (1) School Resource Officer, including salary and benefits, with the total invoiced for 2019-2020 school year ranging between \$119,882 and \$134,855. This amount does not include any overtime authorized by the schools, for the High School SRO Program. Any overtime ordered by the school shall be the responsibility of the school to pay, and the school shall be billed for such. These hours must be documented on the Request for Officer Overtime Form as shown in Exhibit A. Any overtime ordered by the City will be the City's responsibility. This amount does not include the cost of training approved under Article III section 4.

ARTICLE VI – TERMINATION

Either party may, by giving a sixty (60) day written notice to the other party, terminate this Agreement prior to the end of the Agreement term. Provided such termination occurs prior to completion of the Scope of Services herein, any monies due to the City are still payable through the date of termination.

ARTICLE VII – INSURANCE

The City shall secure and maintain at its own expense insurance for protection from claims under Worker's Compensation Acts for damages because of bodily injury including personal injury, sickness or disease or death of any and all City employees including, but not limited to, SRO.

The City shall secure and maintain, at its own expense, general liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence.

The City shall secure and maintain, at its own expense, automobile insurance, including coverage for non-owned and hired autos, with a combined single limit of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence.

Each general liability and auto liability coverage obtained by the City under this Agreement shall name St. Charles Preparatory School and the Catholic Diocese of Columbus as Additional Insureds.

The above-referenced insurance shall be maintained in full force and effect during the life of this Agreement. Certificates showing that the City is carrying the above referenced insurance in at least the above specified amounts shall, upon request, be furnished to and approved by the City prior to the start of work on the project and before the School is obligated to make any payment to the City for the work performed under the provisions of this Agreement. The School shall be immediately notified if any of the foregoing insurance is canceled, not renewed, reduced, or otherwise materially altered during the term of this Agreement.

ARTICLE VIII – ASSIGNMENT/TRANSFER

Unless otherwise specified herein, there shall not be any assignment and/or transfer of all or part of this Agreement without obtaining the prior written consent of the other Party.

ARTICLE IX – NOTICE

Any notices permitted or required by this Agreement shall be in writing and shall be given or made by hand delivery, certified mail, return receipt requested or by overnight express with written receipt, addressed to the respective Parties as follows:

If to the School:
Principal
2010 E. Broad Street
Bexley, Ohio 43209

If to City of Bexley:
Benjamin Kessler, Mayor
2242 E. Main Street
Bexley, Ohio 43209

SECTION X – CAPTIONS

The subject headings of the various sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

SECTION XI – COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart.

SECTION XII – THIRD PARTY BENEFICIARIES

Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person other than the Parties hereto, and their permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

SECTION XIII – ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement and understanding of the Parties and supersedes all prior discussions and agreements relating to the subject matter hereof. This Agreement may be amended or modified only in writing signed by the Parties.

ARTICLE XIV – NO WAIVER

Nothing in this Agreement including without limitation, the insurance provisions herein before provided, shall in any way serve to supersede, waive, limit and/or otherwise affect any rights, privileges and/or immunities afforded to either party under applicable law, including but not limited to, those contained in Chapter 2744 of the Revised Code of the State of Ohio.

SECTION XV – GOVERNING LAW

This Agreement is subject to applicable federal and state laws, federal or state tariffs, if any, and will be governed by the laws of the State of Ohio. Any inconsistency between this Agreement and those laws or regulations, this Agreement shall be deemed amended as necessary to conform to such regulations.

SECTION XVI – VENUE

The Parties hereto hereby consent to the exclusive jurisdiction of the courts of the State of Ohio in Franklin County, and the United States District Court for the Southern District of Ohio and waive any contention that any such court is an improper venue for enforcement of this Agreement.

SECTION XVII – SEVERABILITY

If any term or provision of this Agreement operates or would prospectively operate to invalidate this Agreement in whole or in part, then such term or provision only will be void to the extent of such invalidity, and the remainder of this Agreement shall remain in full force and effect; provided, however, that if such term or provision constitutes the essence of this Agreement then this Agreement shall be deemed terminated without such termination constituting a breach hereof.

SECTION XVIII – BINDING EFFECT

This Agreement will be binding upon and inure to the benefit of each party and their respective successors and assignees.

IN WITNESS THEREOF, the parties hereto have executed this Agreement in triplicate originals.

FOR THE CITY OF BEXLEY


FOR ST. CHARLES PREPARATORY SCHOOL

By: 
Benjamin Kessler, Mayor

By: _____
Principal

Date: _____

Date: _____


Marc Fishel, Law Director