

ORDINANCE NO. 29 - 23

By: Sam Marcellino

An ordinance authorizing the Mayor to enter into an agreement with St. Charles Preparatory Academy to provide a Bexley police officer to work as a school resource officer to St. Charles for the 2023-2024 school year

WHEREAS, a City of Bexley police officer has been assigned as a school resource officer to St. Charles Preparatory Academy for the past several school years; and

WHEREAS, St. Charles is desirous of continuing to use a Bexley police officer as a school resource officer; and

WHEREAS, St. Charles has agreed to pay the entire cost for the school resource officer.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY

Section 1.

That the Mayor is authorized to enter into an agreement with St. Charles for the City to continue providing a school resource officer for St. Charles during the 2023-2024 school year.

Section 2.

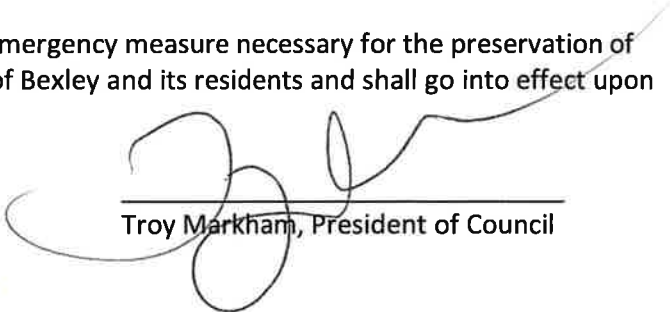
That the Mayor is additionally authorized to enter into subsequent agreements with St. Charles provided such agreements are on substantially the same terms as the 2023-2024 agreement and St. Charles continues to pay the full cost of the school resources officer.

Section 2.


That this Ordinance is declared to be an emergency measure necessary for the preservation of the public health and welfare of the City of Bexley and its residents and shall go into effect upon approval by the Mayor.

Passed: Aug 22, 2023

Attest: 
Matt McPeek, Clerk of Council


Troy Markham, President of Council

Approved: Aug 22, 2023


Mayor Ben Kessler

First Reading: August 22, 2023

Second Reading: Suspended

Third Reading: Suspended

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

This Agreement (the "Agreement") is made and entered into as of this ___ day of August, 2023 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 August ___, 2023 and shall be in effect until July 31, 2024. 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.
 - 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

ranging between \$ 142,508 and \$ 163,809 on an annualized basis. This amount does not include any overtime authorized by the school, 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

written receipt, addressed to the respective Parties as follows:

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

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

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

Mayor Ben Kessler

Date

Date

APPROVED AS TO FORM

Marc A. Fishel, City Law Director

