

2018 AGREEMENT FOR THE PROVISION OF SCHOOL RESOURCE OFFICERS TO THE GAHANNA-JEFFERSON SCHOOL DISTRICT AND THE CITY OF GAHANNA

This Agreement (the “Agreement”) is made and entered into as of this _____ day of _____, 2018 by and between the Gahanna-Jefferson School District (hereafter referred to as the “District”) and the City of Gahanna (hereafter referred to as the “City”), an Ohio Municipal Corporation. The District and City are collectively referred to herein as the “Parties.”

ARTICLE I – SCOPE OF SERVICES

The City agrees to provide services of two (2) law enforcement officers by assignment to Gahanna Lincoln High School as School Resource Officers (“SRO’s”). The Superintendent 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 SROs shall be subject to such regulations, including any and all addendums as agreed upon by the Superintendent or designee and the Mayor or designee. The parties agree and acknowledge that at all times the SROs on District property or at school events shall be law enforcement officers of the City and not employees, agents or representatives of the District, Superintendent or Board of Education.

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 Gahanna Lincoln High School and the Division of Police.

ARTICLE II – TERM

This Agreement shall become effective July 1, 2018 and shall be in effect until June 30, 2019. This Agreement may be extended upon mutual written agreement between the City and the District.

ARTICLE III – DISTRICT RESPONSIBILITIES

The District shall accomplish the following:

1. Give prompt notice to the City whenever the District observes, or otherwise becomes aware of any fault or deficit in the service or any non-conformance with this Agreement.
2. The District shall designate the High School Principal or designee as a point of contact to represent the District on a day-to-day basis and notify the City as to who shall serve at 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. Shall monitor the Agreement to ensure full compliance with this contractual agreement.
4. The District will provide for reasonable costs associated with the specialized training of School Resource Officers and any changes in curriculum or programming initiated by the

schools, which require materials to be purchased. The Superintendent or designee shall have the right to approve any such specialized training in advance, which approval shall not be unreasonably denied.

5. The District will provide the SROs with an office that is furnished with a desk and seating for four (4) additional persons.
6. The District will work with the Operations Bureau Lieutenant 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. provide the High School Principal a copy of the relevant FOP collective bargaining agreement.
 - b. schedule the SROs to normally work at the High School from 7:15 a.m. until 3:15 p.m. Monday through Friday during the course of the normal school year August 15th to May 29th.
 - c. provide a substitute officer if an SRO is absent, unless unforeseen emergencies prevent doing so.
2. Give prompt notice to the District whenever the City observes, or otherwise becomes aware of any fault or deficit in the service or any non-conformance with this Agreement.
3. The City will provide the District, on a mutually agreeable schedule, an assessment of the program and recommendations of any modifications.
4. The City will 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.

ARTICLE V – COMPENSATION AND PAYMENT

The City shall invoice the District monthly for 50% of services rendered during the period of the Agreement by two (2) School Resource Officers, with the total invoiced for 2018-2019 school year \$138,092.88. 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. The City shall bear in full all costs associated with services rendered to the District's Middle Schools.

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 cancellation.

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.

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.

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 District is obligated to make any payment to the City for the work performed under the provisions of this Agreement. The District 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 District:
Superintendent
160 South Hamilton Road
Gahanna, Ohio 43230

If to City of Gahanna:
Thomas R. Kneeland, Mayor
200 South Hamilton Road
Gahanna, Ohio 43230

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 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 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 GAHANNA

FOR THE GAHANNA-JEFFERSON
SCHOOL DISTRICT

By: _____
Thomas R. Kneeland, Mayor

By: _____
Superintendent

Date: _____

By: _____
President, Board of Education

Date: _____