



City of Gahanna

200 South Hamilton Road
Gahanna, Ohio 43230

Signature

Ordinance: ORD-0030-2022

File Number: ORD-0030-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SCHOOL RESOURCE OFFICER (SRO) CONTRACT WITH THE GAHANNA-JEFFERSON PUBLIC SCHOOLS (GJPS) FOR THE 2022-2023 SCHOOL YEAR, WAIVING SECOND READING, AND DECLARING AN EMERGENCY

WHEREAS, each year, the Division of Police enters into a contract with the Gahanna-Jefferson Public Schools (GJPS) to provide the services of School Resource Officers (SROs); and

WHEREAS, under the proposed contract with GJPS, the District will pay 50% of the total costs associated with one officer and 75% of the costs of the second officer providing SRO services to Gahanna Lincoln High School; and

WHEREAS, the amount for the 2022-2023 school year, which will be billed to the District, is \$208,584; and

WHEREAS, the City covers all costs associated with the third officer that services all other GJPS buildings (excluding Blacklick Elementary) and the private schools located within Gahanna; and

WHEREAS, the Mayor recommends waiver of second reading and passage of the Ordinance as an emergency measure immediately necessary to the preservation of public peace, safety, health, and welfare of the City to allow for sufficient time for review and approval of the contract by the GJPS Board of Education and to ensure safety services are in place for the 2022-2023 school year.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GAHANNA, COUNTY OF FRANKLIN, STATE OF OHIO:

Section 1. That the Mayor is hereby authorized to enter into a School Resource Officer contract with Gahanna-Jefferson Public Schools, 160 S. Hamilton Road, Gahanna, Ohio, 43230, for the 2022-2023 school year in accordance with the terms described in EXHIBIT A, attached hereto, and made part herein.

Section 2. That the cost breakdown associated with this contract are detailed in EXHIBIT B, attached hereto, and made part herein.

Section 3. That, for the reasons set forth in the preamble, the second reading is waived, and the Ordinance is declared an emergency measure, which shall be in full force and effect immediately upon passage by this Council and on date of the signature of approval by the Mayor.

At a meeting of the City Council on June 21, 2022, a motion was made by Bowers, seconded by Weaver, that this Ordinance be Adopted on the Consent Agenda. The vote was as follows:

Ms. Angelou, Absent; Ms. Bowers, yes; Ms. McGregor, yes; Ms. Padova, yes; Mr. Renner, yes; Mr. Schnetzer, yes; Mr. Weaver, yes.

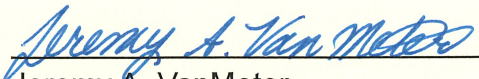
President


Stephen A. Renner

Date

06/21/2022

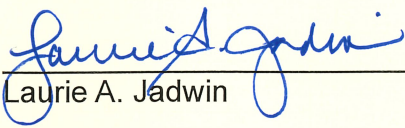
Attest by


Jeremy A. VanMeter
Clerk of Council

Date

6/21/2022

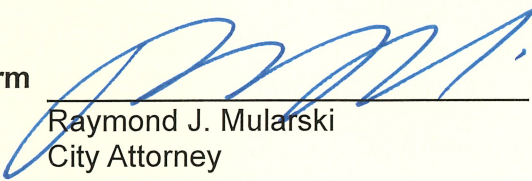
Approved by the Mayor


Laurie A. Jadwin

Date

6.21.22

Approved as to Form


Raymond J. Mularski
City Attorney

Date

6-21-2022

2022-2023 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 19th day of August, 2022 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, 2022 and shall be in effect until June 30, 2023. 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 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. 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 Field Services Subdivision Commander 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. provides 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 on days when school is in session during the school year.
 - 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 semi-annually for 50% of services rendered by one (1) School Resource Officer and 75% of services rendered by a second (2nd) School Resource Officer during the period of the Agreement, with the total invoiced for the 2022-2023 school year shall not exceed \$208,584. 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 a prescribed form or within the City's specified electronic system of requesting overtime compensation. Any overtime ordered by the City shall be the City's responsibility. The City shall bear in full all costs associated with services rendered to the District's middle and elementary 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:
Dr. Tracey Deagle, Superintendent
160 South Hamilton Road
Gahanna, Ohio 43230

If to City of Gahanna:
Laurie Jadwin, 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

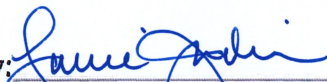
such invalidity, and the remainder of this Agreement shall remain in full force and effect; provided, however, that if such term or provision constitutes the essence of this Agreement then this Agreement shall be deemed terminated without such termination constituting a breach hereof.

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.

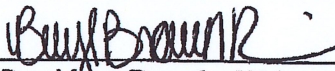
FOR THE CITY OF GAHANNA

By: 
Laurie Jadwin, Mayor

Date: 8.22.22


FOR THE GAHANNA-JEFFERSON
SCHOOL DISTRICT

By: 
Dr. Tracey Deagle, Superintendent

By: 
President, Board of Education

Date: 8/18/22

APPROVED AS TO FORM

By: 
Raymond Mularski, City Attorney

Date: 8-22-22

ORD-0030-2022 EXHIBIT B

SRO Cost Analysis July 1, 2022 - June 30, 2023

	Rate/hr.		Annual hrs.		
SRO #1 (Step 4) July 1, 2022 - December 31, 2022 (3% increase) 50%	\$ 49.36	x	520 hours	=	\$ 25,667.20
SRO #1 (Step 4) January 1, 2022 - June 30, 2023 (3.25% increase) 50%	\$ 50.96	x	520 hours	=	\$ 26,499.20
Holiday Pay 22 (3% increase) 50%	\$ 49.36	x	32 hours	=	\$ 1,579.52
Holiday Pay 23 (3.25% increase) 50%	\$ 50.96	x	32 hours	=	\$ 1,630.72
					\$ 55,376.64

	Rate/hr.		Annual hrs.		
SRO #2 (Step 4) July 1, 2022 - December 31, 2023 (3% increase) 75%	\$ 49.36	x	780 hours	=	\$ 38,500.80
SRO #2 (Step 4) January 1, 2023 - June 30, 2023 (3.25% increase) 75%	\$ 50.96	x	780 hours	=	\$ 39,748.80
Holiday Pay 22 (3% increase) 75%	\$ 49.36	x	48 hours	=	\$ 2,369.28
Holiday Pay 23 (3.25% increase) 75%	\$ 50.96	x	48 hours	=	\$ 2,446.08
					\$ 83,064.96

	2022 Rates	Plus 8% 2023	Total Benefit Amount for 2022-2023 Contract
Police Pension	General Fund = 19.50%	= \$ -	\$ 26,996.11
Workers Comp	= 1.50%	= \$ -	\$ 2,076.62
Medicare	= 1.45%	= \$ -	\$ 2,007.40
Health Insurance 50% (assumes family coverage)	= \$ 14,073.96 *	8% = \$ 562.96	\$ 14,636.92
Dental Insurance 50%	= \$ 584.46 *	8% = \$ 23.38	\$ 607.84
Vision Insurance 50%	= \$ 166.80 *	8% = \$ 6.67	\$ 173.47
Life Insurance & EAP 50%	= \$ 203.10	3% = \$ 3.30	\$ 206.40
Health Insurance 75% (assumes family coverage)	= \$ 21,110.94 *	8% = \$ 844.44	\$ 21,955.38
Dental Insurance 75%	= \$ 876.69 *	8% = \$ 35.07	\$ 911.76
Vision Insurance 75%	= \$ 250.20 *	8% = \$ 10.01	\$ 260.21
Life Insurance & EAP 75%	= \$ 304.65	3% = \$ 4.95	\$ 309.60
		TOTAL	\$ 208,583.31

Uniform & Equipment

** NEVER INCLUDED IN INVOICING EXCLUD

SRO Specific Training and Required Updates

- Solo Engagement Tactics Course for School-Based Officers
- Annual SRO Conference

NEVER INCLUDED IN INVOICING EXCLUD

TOTAL COST

\$ 208,583.31

Salary and benefits do not include vacation, sick or overtime.

**Uniform & Equipment Notes: \$6,000 is the total cost to outfit a new police officer. Costs incurred after initial purchase vary depending on many factors: damage to equipment and uniforms, weight gain/loss, etc. Uniform & Equipment total does not include any vehicles that SRO may use.