



BIG WALNUT LOCAL SCHOOLS

Delaware County Sheriff's Office

School Resource Officer Agreement

Effective Start Date: July, 1st, 2022

Effective End Date: June, 30th, 2025

Intergovernmental Agreement: Assignment of Delaware County Sheriff's Deputies to the School as a School Resource Officer

Section 1: Parties to the Agreement

This Agreement is made and entered into this _____ day of _____, 2022 by and between the Delaware County Board of Commissioners, 91 North Sandusky Street, Delaware, Ohio 43015 and Delaware County Sheriff, 149 North Sandusky Street, Delaware, Ohio 43015 (collectively the "County") and the Big Walnut Local Schools, 110 Tippet Court, Sunbury, OH 43074 (the "School"), (hereinafter referred to individually as "Party" or collectively as the "Parties").

Section 2: Purpose

This Agreement is authorized by sections 9.482, 311.29(B), 3313.951, et seq., of the Revised Code. The School desires to enter into an agreement with the County that allows Delaware County Sheriff to assign a deputy as a School Resource Officer for the school district.

Section 3: Division of Responsibilities

The County will provide a school resource officer to the School during school days, for eight hours a day. The hours of work will be such that the SRO will be on campus prior to the arrival of students for the building(s) the SRO is assigned to cover. The School Resource Officer shall provide law enforcement services to the school and shall respond to critical incidents on school premises. The School shall maintain responsibility for discipline and supervision of the students, shall be responsible for the ordinary security of the premises, and shall be responsible for securing the routine safety of staff and students. The Parties agree to execute the MOU attached hereto as Exhibit A, which further defines the responsibility of the Parties.

Section 4: Compensation

- 4.1. **Base Wages and Benefits:** The school agrees to pay the Delaware County Sheriff's Office fifty percent (50%) of the wage and benefit cost of each School Resource Officer covered under this agreement calculated as follows:

Base Wages and Benefits - 2022-2023 School Year

	Rate	Hours	Sub-Total	Longevity	TOTAL
Wages	\$39.98	2080	\$83,158.40	\$2,100.00	\$85,258.40

	Insurance	OPERS	Workers Comp	Medicare	TOTAL
Benefits	\$27,211.80	\$15,431.77	\$852.58	\$1,236.25	\$44,732.40

Total Base Wages and Benefits - \$129,990.80

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Number of School Resource Officers	1
Total Wages and Benefits	<u>\$129,990.80</u>
Total Annual Base Compensation	\$129,990.80

Total to be paid by School: $\$129,990.80 \times 50\% = \$64,995.40$

Total to be paid by County: $\$129,990.80 \times 50\% = \$64,995.40$

The above wage figure is for a top-step deputy with twenty (20) plus years of service with the Delaware County Sheriff's Office based on 2022 wage rates per the labor contract. Benefit amounts are based on current health insurance, pension, Medicare, and Worker's Comp costs.

- 4.2. **Overtime Rate:** The School agrees to pay 100% of any overtime the deputy works for a school related function at the request of the School. Overtime will be billed monthly at the Total OT Rate/Hr. times the number of overtime hours in one-quarter (1/4) hour increments.

Overtime Rate - 2022-2023 School Year

Wage Rate x 1.5	OPERS	Workers Comp	Medicare	Total OT Rate/Hr.
\$59.97	\$10.85	\$0.60	\$0.87	\$72.29

- 4.3. **Invoicing:** The total Base Compensation amount to be paid by the School will be invoiced monthly at one-twelfth (1/12) of the annual amount beginning with July 2022. Any overtime charges for a given month will be listed on the monthly invoice.

- 4.4. **Adjustments:** The above wage and benefit amounts will be adjusted for School Years 2023-2024 and 2024-2025 based on the negotiated wage rates and benefit costs in effect at the end of each school year. The updated rates will take effect in July of 2023 and 2024.

Section 5: Records

The Parties agree that each shall maintain their respective public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

Section 6: Term

This Agreement shall take effect July 1, 2022 and shall continue in full force and effect for three (3) years, whereupon the Parties mutually agree to review this Agreement for

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consideration of renewal. This Agreement may only be amended in writing with the mutual consent and agreement of the Parties. Either party may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other.

Section 7: Legal Contingencies

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

Section 8: Personnel

The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor. In no event shall County's employees be considered employees of the School, nor shall the School's employees be considered employees of the County, within the meaning or application of any federal, state or local laws or regulations and vice versa.

Section 9: Equipment and Facilities

Each Party to this Agreement shall be responsible for providing any additional equipment and facilities required as a result of this agreement. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

Section 10: Insurance and Liability

The Parties lack the authority to indemnify. Each Party shall be responsible for its own actions, errors, and omissions, and those of its respective officials, employees, contractors, agents, and volunteers, arising under this Agreement, and each Party shall bear its own costs and expenses in the event of a claim arising under this Agreement.

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

Section 11: Miscellaneous Terms & Conditions

- 11.1. **Entire Agreement:** This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings

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and agreements relating to the subject matter hereof. This Agreement shall not be assigned.

- 11.2. **Governing Law and Disputes:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the Courts of Delaware County, Ohio.
- 11.3. **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 11.4. **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.5. **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

Delaware County Sheriff's Office

Russell L. Martin
Russell L. Martin, Sheriff

5-3-22
Date

**Delaware County Board of
Commissioners**

Barb Lewis
✓ Barb Lewis
Jeff Benton
Gary Merrell
By Resolution 22- 393

5/16/22
Date

Big Walnut Local Schools

Authorized Representative

Date

Approved as to form:

Melissa A. Schiffel
Melissa Schiffel
Delaware County Prosecuting Attorney

5-5-2022
Date

AUDITOR'S CERTIFICATION (RC 5705.41(D)):

The Delaware County Auditor hereby certifies that the funds required to meet the obligation set forth in this Contract have been lawfully appropriated for such purpose and are in the county treasury or in the process of collection, free from any other encumbrances. The Delaware County Auditor also certifies that he has confirmed with the State of Ohio Auditor that the Big Walnut Local School District has no outstanding findings for recovery pending or issued against them by the State of Ohio.



George Kaitsa
Delaware County Auditor

contract #: 2022-0267



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,

Organization: **BIG WALNUT LOCAL SCHOOLS**

Date: **5/6/2022 11:27:42 AM**

This search produced the following list of **0** possible matches:

Name/Organization	Address
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The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.