

**ORDINANCE NO. 23-225**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR POLICE SERVICES WITH SANDUSKY CITY SCHOOLS TO PROVIDE TWO (2) POLICE OFFICERS TO WORK AS SCHOOL RESOURCE OFFICERS AT SANDUSKY CITY SCHOOLS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, for many years, the City has provided Police Officers to work as School Resource Officers for the Sandusky City Schools and the City has been reimbursed for these services in accordance with the previous agreements; and

**WHEREAS**, in 2022 there was a transition in leadership at the Sandusky City Schools and upon review of the previous contract, it was recommended to modify the contract which included language to automatically renew each academic school year, unless terminated by either party; and

**WHEREAS**, this City Commission approved the contract for police services with Sandusky City Schools to provide two (2) police officers to work as School Resource Officers at Sandusky City Schools by Ordinance No. 22-232, passed on November 28, 2022; and

**WHEREAS**, there has been a wage increase for the School Resource Officers for this school year and therefore it is necessary to execute a new agreement reflecting the new wages; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules and in accordance with Section 14 of the City Charter in order to approve the modification and immediately execute the agreement as the Police Officers are currently working at Sandusky City Schools; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments, including the Police Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to enter into a Contract for Police Services with the Sandusky City schools to provide two (2) Police Officers to work as School Resource Officers at Sandusky City Schools,

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substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.



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RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION



ATTEST:

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CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: November 27, 2023

## CONTRACT FOR POLICE SERVICES

This Contract between Sandusky City Schools (SCS) and the City of Sandusky Police Department (SPD) is to establish the parameters of service to be provided to SCS by the SPD.

### A. DUTIES OF THE POLICE DEPARTMENT

1. The SPD will provide two (2) full-time officers, schedule to be determined by mutual agreement of the parties, to work primarily as school resource officers at SCS.
2. The personnel and equipment, including but not limited to vehicle(s) used under this Contract, shall, at all times, be under the direct supervision of the Chief of Police, and shall comply with the rules and regulation of the SPD, the laws of the State of Ohio and applicable federal laws; and,
3. The duties of the SPD personnel shall include the provision of law enforcement services at, and patrolling the grounds of SCS. SCS understands and agrees that law enforcement emergencies in the area may occasionally require the response of the officer(s) assigned to SCS, and SCS agrees that the officer(s) may respond as required to address the emergency.

### B. DUTIES OF SCS

1. SCS agrees to pay the amounts stipulated in this Contract under Exhibit A for the period of the 2023-2024 academic year with the potential to extend this Contract for an additional period of one year; and,
2. SCS may request the Chief of Police to attend a Board of Education meeting for a report of activity performed by SPD pursuant to this Contract.

### C. SALARIES AND BENEFITS

1. SCS will be invoiced every four (4) weeks for total wages, benefits costs for two (2) police officers for the preceding four-week period which represents two (2) pay periods. SCS will make payment within thirty (30) days after the receipt of each invoice; and,
2. SCS's payment shall be made payable to Account 110-1010-49108, and shall be paid to SPD; and,
3. The Parties agree this Contract will automatically renew each subsequent academic year unless terminated by either Party as provided herein; and,
4. The cost of wages and benefits will be recalculated and agreed upon each subsequent year by the Parties herein.

D. COMMENCEMENT, MODIFICATION AND TERMINATION

1. This Contract shall be in full force and effect for the 2023-2024 academic year and subsequent academic years, unless terminated; and,
2. SCS and SPD reserve the right to meet and mutually agree on a change in the days and/or hours of service under this Contract and such change will be reduced to writing and added to this Contract as an Addendum; and,
3. Any change shall be reduced to writing , signed by SCS and SPD, and attached to this Contract as an Exhibit; and,
4. This Contract may be terminated by either party upon sixty (60 days) written notice by U.S. Certified Mail, or hand delivery, to the other party at the address shown below:

Sandusky City Schools Administration Building  
407 Decatur St.  
Sandusky, OH 44870

Sandusky Police Department  
222 Meigs St.  
Sandusky, OH 44870

E. POWERS OF SCS AND SPD

1. The powers, functions and services authorized herein shall not suspend the authority of SCS or any of its police powers nor limit the authority of the SPD; and,
2. This Contract does not affect the sovereign immunity granted by the Ohio General Assembly in R.C. Chapter 2744 as to either Party. Each Party understands and agrees that it is responsible for its own personnel and therefore there is no indemnification by either Party for the acts of the other Party; and,
3. This constitutes the entire Agreement between the Parties and shall be interpreted in accordance with the laws of the State of Ohio.

**SIGNATURE PAGE TO FOLLOW TO FOLLOW**

FOR SANDUSKY CITY SCHOOLS

FOR SANDUSKY POLICE DEPARTMENT

\_\_\_\_\_  
Mr. Daniel Rambler  
CEO & Superintendent

\_\_\_\_\_  
Chief Jared Oliver

\_\_\_\_\_  
John Orzech, City Manager

APPROVAL AS TO FORM

APPROVAL OF CITY OF SANDUSKY LAW  
DEPARTMENT

\_\_\_\_\_

\_\_\_\_\_  
Stewart Hastings, Law Director

**CERTIFICATE OF AVAILABILITY OF FUNDS**

I hereby certify that the sums needed to meet the obligations of this Contract are in the Sandusky City School Treasury to the credit of the appropriate fund or in the process of collection, duly appropriated for this purpose and not otherwise encumbered.

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Mrs. Yvonne Anderson  
SCS CFO & Treasurer

\_\_\_\_\_  
Date

**EXHIBIT A**

**SRO # 1 – JACOB ISCMAN**

<b>Hourly Rate</b> 33.6392	<b>Pension Rate</b> 6.5596	<b>Workers Comp</b> 1.0092	<b>Sick</b> 2.1025	<b>Vacation</b> 1.9407
<b>Holiday</b> 1.8113	<b>Insurance Cost</b> 10.8808	<b>Life Insurance</b> 0.0646	<b>Medicare</b> 0.4878	<b>Longevity</b> 0.1346

**TOTAL – 58.6303**

**SRO # 2 – JASON MARTIN**

<b>Hourly Rate</b> 33.6392	<b>Pension Rate</b> 6.5596	<b>Workers Comp</b> 1.0092	<b>Sick</b> 2.1025	<b>Vacation</b> 1.9407
<b>Holiday</b> 1.8113	<b>Insurance Cost</b> 10.8808	<b>Life Insurance</b> 0.0646	<b>Medicare</b> 0.4878	<b>Longevity</b> 0.1851

**TOTAL – 58.6808**

The above hourly rates of pay are representative of the total wages and benefits costs for each officer that is being assigned to SCS for the 2023-2024 academic year.