

**CONTRACT FOR THE PROVISION OF A SCHOOL RESOURCE OFFICER TO THE WAPAKONETA
CITY SCHOOLS BY THE CITY OF WAPAKONETA POLICE DEPARTMENT**

THIS CONTRACT is entered into as of the ____ day of _____, 2021, by and between the Wapakoneta City Schools (hereinafter referred to as the "Wapakoneta Schools") and the City of Wapakoneta Police Department (hereinafter referred to as the "City").

ARTICLE I – SCOPE OF SERVICES

The City agrees to provide a School Resource Officer to include any and all addendums as agreed to by the City and the Wapakoneta Schools.

ARTICLE II – TERM OF CONTRACT

This contract shall become effective August 1st, 2021 and shall be in effect until June 1, 2022 (or the last day of the school year). This contract may be extended upon mutual written agreement between the City and the Wapakoneta Schools.

ARTICLE III – WAPAKONETA SCHOOLS RESPONSIBILITIES

The Wapakoneta Schools shall accomplish the following:

1. Give prompt notice to the City whenever the Wapakoneta Schools observes or otherwise becomes aware of any fault or deficit in the service or any non-conformance with this contract.
2. The Wapakoneta Schools shall designate a point of contact to represent the Wapakoneta Schools 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.
 - c. Work in cooperation with the identified School Resource Officer to develop a job description to include oversight, communication and coordination of the school safety program including professional development of students and staff.
3. Shall monitor the contract to ensure full compliance with this contractual agreement.
4. The Wapakoneta Schools will provide the City, on a mutually agreeable schedule, an assessment of the program and recommendations of any modifications.
5. Wapakoneta Schools will provide for any costs associated with changes in curriculum or programming initiated by the schools, which require materials to be purchased.

ARTICLE IV – CITY RESPONSIBILITIES

The City shall accomplish the following:

1. Execute the services of a school resource officer within the designated time frame.
2. Give prompt notice to the Wapakoneta Schools, whenever the City observes, or otherwise becomes aware of any fault or deficit in the service or any non-conformance with this contract.
3. The City will provide the Wapakoneta Schools, 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 contract, except for those instances described in Article III, section 4 above.

ARTICLE V – COMPENSATION AND PAYMENT

Total Invoice for 2021-2022 School Year

The City shall invoice the Wapakoneta Schools for services rendered by one (1) School Resource Officer for the Wapakoneta City School District SRO Program during the period of the contract. The total invoiced for the 2021-2022 school year will be \$51,937.48 (70% of officer's total salary and benefits).

The total will be paid by the Wapakoneta Schools in two installments. For 2021-2022, the City will invoice the Wapakoneta Schools on September 1, 2021 for \$25,968.74 and on January 1, 2022 for \$25,968.74. Payment will be due 30 days after receipt of invoice.

ARTICLE VI – TERMINATION

The Wapakoneta Schools may, by written notice to the City, terminate this contract prior to its expiration, if the City fails to perform any of its material obligations hereunder, and does not cure such failures immediately upon notification from the Wapakoneta Schools specifying in detail such failures. Provided such termination occurs prior to completion of the Scope of Services herein, the Wapakoneta Schools agree to pay the City for work actually performed in accordance with the terms of this contract through the cancellation date.

ARTICLE VII

This contract shall be governed by the laws of the State of Ohio.

ARTICLE VIII – 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 that would cover any and all occurrences.

The City shall secure and maintain, at its own expense, Automobile Insurance, including coverage of all City owned vehicles used for the purpose of the School Resource Officer Program. This will cover any and all occurrences.

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 shall, upon request, be furnished to and approved by the Wapakoneta City Schools prior to the start of work on the project and before the Wapakoneta Schools is obligated to make any payment to the City for the work performed under the provisions of this contract. The Wapakoneta Schools shall be immediately notified if any of the foregoing insurance is canceled, not renewed, reduced, or otherwise materially altered during the term of this contract.

ARTICLE IX – NON-WAIVER

Nothing in this contract 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.

IN WITNESS THEREOF, the parties have executed this Agreement in triplicate originals.

THE CITY OF WAPAKONETA

WAPAKONETA CITY SCHOOLS

BY: _____

BY: _____

Floyd Gregg
Director of Safety Services

Aaron Rex - Superintendent

Date: _____

Date: _____

APPROVED AS TO FORM:

City of Wapakoneta Law Director

BY: _____
Treasurer – Wapakoneta City Schools

Date: _____

Date: _____

CERTIFICATIONS OF FUNDS

I HEREBY CERTIFY THAT FUNDS REQUIRED TO MEET Wapakoneta City School's obligation, payment, or expenditure under this Contract have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding.

Treasurer, Wapakoneta City Schools