

## City of Franklin, Ohio

### Council Meeting Notice

The City of Franklin, Ohio will conduct its Council Meeting on July 6, 2020 at 6:00 PM. This meeting will be conducted in compliance with Ohio's newly passed Public Meeting Law in response to COVID-19. It is being held virtually. All participants, including the Commission and Franklin Staff, members of the press, and the public, will participate via a video and audio link. All documents to be referenced in the meeting will be posted to the City of Franklin website at [www.franklinohio.org](http://www.franklinohio.org) before the meeting is called to order. The public will be heard just as it would be heard in a traditional, in person, meeting.

DATE: July 6, 2020  
TIME: 6:00 PM.  
WHERE: Virtual Meeting - Joining Information

Join from PC, Mac, Linux, iOS or Android:

<https://meetings.ringcentral.com/j/1480575385>

Join by PHONE (Audio only)

US: +1 (470) 8692200

Meeting ID: 148 057 5385

This **MEETING NOTICE** has been published at [www.franklinohio.org](http://www.franklinohio.org) and provided directly to the press via email at [Ed.Richter@coxinc.com](mailto:Ed.Richter@coxinc.com). This meeting notice is posted at the City Building, which is currently open to the public under the COVID-19 declared state of Emergency on a restricted basis.

**FRANKLIN CITY COUNCIL  
AGENDA – JULY 6, 2020**

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**CITY COUNCIL REGULAR MEETING - VIRTUAL MEETING  
MONDAY, JULY 6 2020  
6:00 PM**

- 1. Roll Call.**
- 2. Pledge of Allegiance.**
- 3. Approve the Clerk’s Journal and Accept the Tapes as the Official Minutes of the June 15, 2020 Meeting.**
- 4. Reception of Visitors.**
- 5. Presentation.**
- 6. Public Hearing.**
- 7. New Business.**
  - A. RESOLUTION 2020-32 AFFIRMING THAT FUNDS FROM THE WARREN COUNTY CORONAVIRUS RELIEF DISTRIBUTION FUND WILL BE EXPENDED ONLY TO COVER COSTS OF THE CITY OF FRANKLIN, OHIO CONSISTENT WITH THE REQUIREMENTS OF SECTION 5001 OF THE CARES ACT AS DESCRIBED IN 42 U.S.C. 801(D), AND ANY APPLICABLE REGULATIONS AS IS NECESSARY PURSUANT TO H.B. 481 BEFORE RECEIVING SAID FUNDS
  - B. RESOLUTION 2020-33 AFFIRMING THE CREATION OF NEW FUND FOR RECEIPT OF FUNDS FROM THE WARREN COUNTY CORONAVIRUS RELIEF DISTRIBUTION FUND TO BE EXPENDED ONLY TO COVER COSTS OF THE CITY OF FRANKLIN, OHIO CONSISTENT WITH THE REQUIREMENTS OF SECTION 5001 OF THE CARES ACT AS DESCRIBED IN 42 U.S.C. 801(D)
  - C. RESOLUTION 2020-34 AUTHORIZING THE CITY MANAGER TO EXECUTE MEMORANDUM OF UNDERSTANDING BETWEEN THE FRANKLIN CITY SCHOOLS BOARD OF EDUCATION AND THE CITY OF FRANKLIN, OHIO FOR SCHOOL RESOURCE OFFICER PROGRAM
    - a. Exhibit A - Memorandum of Understanding

**FRANKLIN CITY COUNCIL**  
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D. RESOLUTION 2020-35 AUTHORIZING THE CITY MANAGER TO EXECUTE MEMORANDUM OF UNDERSTANDING BETWEEN THE WARREN COUNTY EDUCATION SERVICE CENTER AND THE CITY OF FRANKLIN, OHIO FOR SCHOOL RESOURCE OFFICER PROGRAM

a. Exhibit A - Memorandum of Understanding

**8. Introduction of New Legislation.**

A. ORDINANCE 2020-10 LEVYING ASSESSMENTS FOR THE IMPROVEMENT OF CITY STREETS AND PUBLIC WAYS BY THE LIGHTING THEREOF FOR THE YEAR 2021

**9. City Manager's Report.**

**10. Council Comments.**

**11. Adjournment.**

**FRANKLIN CITY COUNCIL  
MEETING MINUTES - JUNE 15, 2020**

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**CITY COUNCIL REGULAR MEETING - VIRTUAL MEETING  
MONDAY, JUNE 15, 2020  
6:00 PM**

**CITY COUNCIL**

**Brent Centers, Mayor  
Todd Hall, Vice Mayor  
Michael Aldridge  
Denny Centers  
Deborah Fouts  
Paul Ruppert  
Mathew Wilcher**

**CITY STAFF**

**Sonny Lewis, City Manager  
Karisa Steed, Assistant to the City Manager  
Amber Copenhaver, Secretary to the City Manager  
Lynnette Dinkler, Law Director  
Cindy Ryan, Finance Director  
Steve Inman, Public Works Director  
Barry Conway, City Engineer  
Ross Coulton, Assistant Safety Director  
Russ Whitman, Police Chief  
Jonathan Westendorf, Fire and EMS Chief  
Khristi Dunn, Clerk of Council**

Members of the City Council met in regular session on Monday, June 15, 2020, 6:00 PM via Virtual Meeting held in compliance with amended Substitute House Bill 197 under the declared state of emergency by the State of Ohio and City of Franklin, Warren County, Ohio with Mayor Brent Centers presiding.

**1. Roll Call.** Mayor B. Centers called the regularly scheduled meeting of the Franklin City Council on Monday, June 15, 2020 to order at 6:00 PM. Roll call showed:

MR. MICHAEL ALDRIDGE	present
MAYOR BRENT CENTERS	present
MR. DENNY CENTERS	present
MRS. DEBBIE FOUTS	present
VICE MAYOR TODD HALL	present
MR. PAUL RUPPERT	present
MR. MATHEW WILCHER	present

Mr. Conway, Ms. Copenhaver, Captain Coulton, Ms. Dinkler, Ms. Dunn, Mr. Inman, Mr. Lewis, Ms. Ryan, Ms. Steed, Chief Westendorf, and Chief Whitman were also present.

**2. Pledge of Allegiance.** The pledge of allegiance was led by Mayor Brent Centers.

**FRANKLIN CITY COUNCIL  
MEETING MINUTES - JUNE 15, 2020**

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**3. Approve the Clerk's Journal and Accept the Tapes as the Official Minutes of the June 1, 2020 Meeting.** Vice Mayor Hall made the motion to approve the Clerk's Journal and accept the tapes as of the Official Minutes of the June 1, 2020 general meeting; seconded by Mrs. Fouts.

The vote:

MR. DENNY CENTERS	yes
MR. PAUL RUPPERT	yes
VICE MAYOR TODD HALL	yes
MAYOR BRENT CENTERS	yes
MR. MICHAEL ALDRIDGE	yes
MRS. DEBBIE FOUTS	yes
MR. MATHEW WILCHER	yes

Motion passed.

**4. Reception of Visitors.** The Mayor opened and closed the Reception of Visitors at 6:02 PM as none asked to be heard.

**5. Presentation.** None.

**6. Public Hearing.**

A. ORDINANCE 2020-09 AMENDING ORDINANCE 2020-04 TO PROVIDE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE CITY OF FRANKLIN, OHIO, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2020, AND DECLARING AN EMERGENCY

Ms. Ryan explained that the appropriations resolution is considered quarterly. There are three line items that need adjusted. The first item is the Law Enforcement Trust fund. There was large property seizure and 30% of the seizure is required to be dispersed to the county. There are two items in the general fund; the first is in the Police Division. This adjustment is related to the new phone and CAD system, as well as other unanticipated expenses. The \$30,00 in Other Government is for an increase in cybersecurity due to increased online activity from the State of Emergency. This is labeled as Other Government to consolidate the costs into one line item as this is a City-wide cost, instead of breaking out the cost by department. The cost will reduce the fund at the same rate as budgeted but will be more concise by using the Other Government line item.

The Mayor opened and closed the floor at 6:05 PM as none asked to be heard. He then opened the floor to council deliberation. There were no questions from council.

**FRANKLIN CITY COUNCIL**  
**MEETING MINUTES - JUNE 15, 2020**

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With no further council discussion, Vice Mayor Hall made the motion to adopt **ORDINANCE 2020-09** as submitted; seconded by Mr. Aldridge. The vote:

MR. PAUL RUPPERT	yes
VICE MAYOR TODD HALL	yes
MAYOR BRENT CENTERS	yes
MR. MICHAEL ALDRIDGE	yes
MRS. DEBBIE FOUTS	yes
MR. MATHEW WILCHER	yes
MR. DENNY CENTERS	yes

Motion passed.

**B. RESOLUTION 2020-31 ADOPTING THE TAX BUDGET FOR THE CITY OF FRANKLIN, OHIO,  
FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2021, AND AUTHORIZING THE FINANCE  
DIRECTOR TO SUBMIT IT TO THE WARREN COUNTY AUDITOR**

Ms. Ryan explained that the City is required by the Revised Code to submit an annual tax budget to the County Auditor. Normally the budget is prepared by inputting the actuals from the prior two years, estimating for the current year and for the following year. Ms. Ryan made some changes to the Income Tax projections based on the information available for 2020. For 2021, she used the 2020 number as the estimate going forward with a modest increase of 1%. She lowered the Local Government income based on projections and the Motel Tax based on the understanding that there were approximately four months of inactivity due to the State of Emergency. Expenses were lowered slightly due to transfers that will not be done this year. Aside from these changes, the budget is standard for any year. Ms. Ryan is prepared to answer questions from the County Budget Commission that may arise about the projections.

The Mayor opened and closed the floor at 6:09 PM as none asked to be heard. He then opened the floor to council deliberation. He asked if the Finance Committee had any comments to add as this had been presented to them.

Mr. Aldridge commented that there were no questions from the Finance Committee. He learned that some Municipalities do not have to do a Tax Budget as it is county mandated.

Vice Mayor Hall acknowledged the difficulty in projecting a budget in the State of Emergency and complimented and thanked Ms. Ryan for her work.

The Mayor asked for any further discussion. With no further council discussion, the Mayor called for a motion. Mr. Ruppert made the motion to adopt **Resolution 2020-31** as submitted; seconded by Mr. Wilcher. The vote:

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VICE MAYOR TODD HALL	yes
MAYOR BRENT CENTERS	yes
MR. MICHAEL ALDRIDGE	yes
MRS. DEBBIE FOUTS	yes
MR. MATHEW WILCHER	yes
MR. DENNY CENTERS	yes
MR. PAUL RUPPERT	yes

Motion passed.

**7. New Business.**

- A. RESOLUTION 2020-30 AUTHORIZING THE CITY MANAGER TO PREPARE AND SUBMIT AN APPLICATION FOR THE OHIO PUBLIC WORKS COMMISSION'S STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAMS AND TO EXECUTE CONTRACTS, AS REQUIRED, FOR PROGRAM YEAR 2022 (PY 36) FOR THE STATE ROUTE 123 AT SHOTWELL/BEAL ROAD INTERSECTION IMPROVEMENT PROJECT.

Mr. Conway explained that the OPWC's Issue II process operates on a two-year cycle. Projects submitted this year are considered for funding two years from now. A pre-application is due for any projects requesting funding in Program Year 2022. City staff recommends submitting the State Route 123 at Shotwell/Beal Road Intersection Improvement Project for funding. The State Route 123 at Shotwell/Beal Road Intersection Improvement Project includes the reconstruction of the intersection to eliminate the skewed angle intersection at Beal Road with Shotwell Drive and State Route 123. The existing bridge on Beal Road will be replaced to accommodate the road alignment and widening. A traffic signal will be installed to improve traffic movement at the intersection. Mr. Conway stated that the City applied for CMAQ funding four years ago and the City was awarded that funding. The project cost is estimated at \$2,407,250 with the City's share being \$613,333. With two years before the project is due to be constructed, the City would like to apply for OPWC funds in the amount of \$363,333. If approved this would reduce the City's share to \$250,000. Mr. Conway is asking for approval to prepare and submit the applications and execute any contracts as required to participate in the program. He then asked if Council had any questions.

Mr. D. Centers asked if a traffic study had been done for this project. Mr. Conway answered that it had.

The Mayor asked for clarification if the bridge on Beal Road was separate from this project. Mr. Conway answered that this project included the bridge.

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The Mayor asked for any further discussion. With no further council discussion, the Mayor called for a motion. Mr. D. Centers made the motion to adopt **RESOLUTION 2020-30** as submitted; seconded by Mr. Aldridge. The vote:

MAYOR BRENT CENTERS	yes
MR. MICHAEL ALDRIDGE	yes
MRS. DEBBIE FOUTS	yes
MR. MATHEW WILCHER	yes
MR. DENNY CENTERS	yes
MR. PAUL RUPPERT	yes
VICE MAYOR TODD HALL	yes

Motion passed.

- B. RESOLUTION 2020-32 AFFIRMING THAT FUNDS FROM THE WARREN COUNTY CORONAVIRUS RELIEF DISTRIBUTION FUND WILL BE EXPENDED ONLY TO COVER COSTS OF THE CITY OF FRANKLIN, OHIO CONSISTENT WITH THE REQUIREMENTS OF SECTION 5001 OF THE CARES ACT AS DESCRIBED IN 42 U.S.C. 601(D), AND ANY APPLICABLE REGULATIONS AS IS NECESSARY PURSUANT TO H.B. 481 BEFORE RECEIVING SAID FUNDS

The Mayor explained that as of 5:30 PM Governor DeWine had not signed the CARES Act. He requested **RESOLUTION 2020-32** be tabled until the next meeting per the counsel of Ms. Dinkler. He asked if Ms. Dinkler had any further updates, she did not.

With no further council discussion, the Mayor called for a motion. Mr. Aldridge made the motion to table **RESOLUTION 2020-32**; seconded by Vice Mayor Hall. The vote:

MR. MICHAEL ALDRIDGE	yes
MRS. DEBBIE FOUTS	yes
MR. MATHEW WILCHER	yes
MR. DENNY CENTERS	yes
MR. PAUL RUPPERT	yes
VICE MAYOR TODD HALL	yes
MAYOR BRENT CENTERS	yes

Motion tabled.

**8. Introduction of New Legislation.**

A. None.



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**9. City Manager's Report.** Mr. Lewis commented that it was good to see the parks being used again this past weekend. The Mayor agreed and added that the parks looked great as well.

**10. Council Comments.**

Mr. Wilcher commented that the banners downtown look nice and complimented the staff on their work. The banners are a small improvement, but they look great and he would like to do more downtown improvements when possible. He stated that Farmers Market looks like it is doing very well. Mr. Wilcher seconded Mr. Lewis' comment about parks being used, stating it was uplifting to see the parks being used again.

Mrs. Fouts echoed Mr. Wilcher's comments and noted that she was glad the caution tape had been removed from the parks. She stated that it is nice to see the school sports beginning again. She offered kudos to everyone involved with the Farmers market as she has seen excitement from many people regarding the market. Mrs. Fouts said the City looks good right now, business is good and Main Street looks alive again.

Mr. Aldridge thanked Mr. Inman and the Public Works Department for work on Harpwood Drive. The residents appreciate the nice job that was done.

He informed Council that Larry Dalton had passed this week. Larry was an avid Franklin Wildcat fan. He and Big James were often seen together cheering on the athletes. He sends his condolences to Larry's family and said that Larry will be greatly missed.

Mr. D. Centers had no comments.

Mr. Ruppert reiterated comments that the City looks great, looks alive again, and that the park looks good and it is nice to see it being used again. He heard that the drop box that was installed for taxes has been well received. He mentioned a comment from Facebook where someone wished that a neighboring city had a similar drop box and complimented Mr. Inman. Vice Mayor Hall said that the banners downtown look awesome. He also noted that the roads in Franklin Woods look fantastic and he complimented Ms. Dinkler's microphone.

Mayor B. Centers agreed with Councils' comments. He missed Jane McGee's retirement party and stated that once Council resumes meeting in person, he would like to ask her to a meeting to recognize her service. He informed Council that the first meeting in July will be virtual. He asked Council to discuss how meetings will be conducted thereafter. The Mayor told Council that he has military training during the following meeting in July. He could attend a virtual

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MEETING MINUTES - JUNE 15, 2020**

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meeting or if Council would like to meet in person, Vice Mayor Hall could preside. The Mayor asked for Councils' opinion. Mrs. Fouts stated that she did not have a preference and that meeting virtually is fine with her. Vice Mayor Hall, Mr. Ruppert, Mr. Wilcher and Mr. D. Centers agreed. The Mayor confirmed with Mr. Aldridge and he commented that he was good to meet virtually and confirmed with City staff. Mr. Lewis confirmed that August 1 would be ideal to meet in person. The Mayor thanked everyone.

**11. Adjournment.** The Mayor called for a motion to adjourn the meeting. Vice Mayor Hall made the motion; seconded by Mr. Aldridge. The vote:

MR. MATHEW WILCHER	yes
MR. PAUL RUPPERT	yes
VICE MAYOR TODD HALL	yes
MRS. DEBBIE FOUTS	yes
MR. DENNY CENTERS	yes
MAYOR BRENT CENTERS	yes
MR. MICHAEL ALDRIGE	yes

Motion passed.

Mayor Brent Centers adjourned the meeting at 6:23 PM.

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Brent Centers, Mayor

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Khristi Dunn, Clerk of Council

## LEGISLATIVE COVER MEMORANDUM

**Meeting Date:** July 6, 2020

**Agenda Item:** **RESOLUTION 2020-32**  
AFFIRMING THAT FUNDS FROM THE WARREN COUNTY CORONAVIRUS RELIEF DISTRIBUTION FUND WILL BE EXPENDED ONLY TO COVER COSTS OF THE CITY OF FRANKLIN, OHIO CONSISTENT WITH THE REQUIREMENTS OF SECTION 5001 OF THE CARES ACT AS DESCRIBED IN 42 U.S.C. 801(D), AND ANY APPLICABLE REGULATIONS AS IS NECESSARY PURSUANT TO H.B. 481 BEFORE RECEIVING SAID FUNDS

**Submitted by:** Lynnette Dinkler, Law Director

**Scope/Description:** This Resolution is required for the City to receive Federal CARES Act funds through the State of Ohio. This Resolution was tabled at the June 15, 2020 Council Meeting as Governor DeWine had not yet signed H.B. 481 into law (signed June 19). The Resolution text has been corrected to address a widely made state and federal guidance scrivener's error recently discovered (citing 42 U.S.C. 601(d) instead of 42 U.S.C. 801(d)). A companion Resolution is also being presented to create a dedicated fund for the City's intake of CARES Act funds.

**Budget Impact:** Will off-set a currently unknown amount of COVID-19 related expenditures.

**Exhibits:** None.

**Recommendations:** Approval

CITY OF FRANKLIN, OHIO  
RESOLUTION 2020-32

**A RESOLUTION PASSED BY THE CITY OF FRANKLIN, OHIO AFFIRMING THAT FUNDS FROM THE WARREN COUNTY CORONAVIRUS RELIEF DISTRIBUTION FUND WILL BE EXPENDED ONLY TO COVER COSTS OF THE CITY OF FRANKLIN, OHIO CONSISTENT WITH THE REQUIREMENTS OF SECTION 5001 OF THE CARES ACT AS DESCRIBED IN 42 U.S.C. 801(D), AND ANY APPLICABLE REGULATIONS AS IS NECESSARY PURSUANT TO H.B. 481 BEFORE RECEIVING SAID FUNDS**

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act, 116 Public Law 136, (the CARES Act) was signed into law by the President of the United States on March 27, 2020; and

WHEREAS, the Ohio General Assembly established a process for distributing funds provided by the “Coronavirus Aid, Relief, and Economic Security Act” in Senate Bill 310, now H.B. 481 of the 133<sup>rd</sup> General Assembly (S.B. 310); and

WHEREAS, S.B. 310, now H.B. 481 requires subdivisions receiving funds under Section 1 of the Act, to pass a Resolution affirming that funds from the County Coronavirus Relief Distribution Fund may be expended only to cover costs of the subdivision consistent with the requirements of Section 5001 of the CARES Act as described in 42 U.S.C. 801(d), and any applicable regulations before receiving said funds; and

WHEREAS, the City of Franklin, Ohio is requesting its share of funds from the Warren County Coronavirus Relief Distribution Fund.

**NOW THEREFORE**, be it resolved by the Council of the City of Franklin, Ohio, that:

Section 1: That the Council of the City of Franklin affirms that all funds received from the Warren County Coronavirus Relief Distribution Fund pursuant to S.B. 310, now H.B. 481 be expended only to cover costs of the City of Franklin consistent with the requirements of Section 5001 of the CARES Act as described in 42 U.S.C. 801(d), and any applicable regulations and guidance only to cover expenses that:

- (1) Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- (2) Were not accounted for in the City of Franklin’s most recently approved budget as of March 27, 2020; and
- (3) Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Section 2: That the Council of the City of Franklin, in compliance with S.B. 310, now H.B. 481, be it resolved that the Finance Director take all necessary action to:

- (1) On or before October 15, 2020, pay any unencumbered balance of money in the City of Franklin’s local Coronavirus Relief Fund to the Warren County Treasurer;

- (2) On or before December 28, 2020, pay the balance of any money in the City of Franklin's local Coronavirus Relief Fund to the State Treasury in the manner prescribed by the Director of the Ohio Office of Budget and Management; and
- (3) Provide any information related to any payments received under S.B. 310, now H.B. 481 to the Director of the Ohio Office of Budget and Management as requested.

Section 3: The Clerk of Council is directed to file a certified copy of this Resolution with the Ohio Office of Budget and Management's (OBM) and the Warren County Auditor.

Section 4: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council, and any of its committees, that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of the Ohio Revised Code.

Section 5: This Resolution shall become effective immediately upon adoption.

ADOPTED: July 6, 2020

ATTEST: \_\_\_\_\_  
Khristi Dunn, Clerk of Council

APPROVED: \_\_\_\_\_  
Brent Centers, Mayor

Approved as to legal form:

\_\_\_\_\_  
Lynnette Dinkler, Law Director

CERTIFICATE OF COPY  
STATE OF OHIO

City of Franklin of Warren County, Ohio  
(LPA)

I, Khristi Dunn, as Clerk of Council of the City of Franklin, Ohio, do hereby certify that the foregoing is a true and correct copy of Resolution 2020-32, adopted by the Council of the said City of Franklin on the 15th day of June, 2020; and that publication of such Resolution is not required pursuant to the Franklin City Charter; and that Resolutions are not subject to referendum per the Franklin City Charter.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this  
\_\_\_\_\_ day of June, 2020.

(Seal)

\_\_\_\_\_  
Khristi Dunn, Clerk of Council

## LEGISLATIVE COVER MEMORANDUM

**Meeting Date:** July 6, 2020

**Agenda Item:** **RESOLUTION 2020-33**  
AFFIRMING THE CREATION OF NEW FUND FOR RECEIPT OF FUNDS FROM THE WARREN COUNTY CORONAVIRUS RELIEF DISTRIBUTION FUND TO BE EXPENDED ONLY TO COVER COSTS OF THE CITY OF FRANKLIN, OHIO CONSISTENT WITH THE REQUIREMENTS OF SECTION 5001 OF THE CARES ACT AS DESCRIBED IN 42 U.S.C. 801(D)

**Submitted by:** Lynnette Dinkler, Law Director

**Scope/Description:** This Resolution documents through legislation the creation of a dedicated fund for the CARES Act funds consistent with City of Franklin Ordinance 141.03(b)(6)(A) Establishment of City Funds, *Other Special Funds* by the Finance Director

**Budget Impact:** None.

**Exhibits:** None.

**Recommendations:** Approval

CITY OF FRANKLIN, OHIO  
RESOLUTION 2020-33

**A RESOLUTION PASSED BY THE CITY OF FRANKLIN, OHIO AFFIRMING THE  
CREATION OF NEW FUND FOR RECEIPT OF FUNDS FROM THE WARREN  
COUNTY CORONAVIRUS RELIEF DISTRIBUTION FUND TO BE EXPENDED ONLY  
TO COVER COSTS OF THE CITY OF FRANKLIN, OHIO CONSISTENT WITH THE  
REQUIREMENTS OF SECTION 5001 OF THE CARES ACT AS DESCRIBED IN 42  
U.S.C. 801(D)**

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act, 116 Public Law 136, (the CARES Act) was signed into law by the President of the United States on March 27, 2020; and

WHEREAS, the Ohio General Assembly established a process for distributing funds provided by the “Coronavirus Aid, Relief, and Economic Security Act” in Senate Bill 310, now H.B. 481 of the 133<sup>rd</sup> General Assembly (S.B. 310); and

WHEREAS, S.B. 310, now H.B. 481 requires subdivisions receiving funds under Section 1 of the Act, to create a new fund as money received under HB 481 must be deposited into a new fund in the City’s treasury to be named the City of Franklin local coronavirus relief fund, which the City Finance Director shall create for this purpose.

WHEREAS, City of Franklin Ordinance 141.03(b)(6)(A) Establishment of City Funds, *Other Special Funds* – provides:

The Finance Director is hereby authorized to create other special funds which are established or required by law, either specifically or in general.

WHEREAS, the Finance Director has, consistent with the authority bestowed upon her under City of Franklin Ordinance 141.03(b)(6)(A), created the “City of Franklin local coronavirus relief fund” which will be exclusively used to deposit and pay out City of Franklin local coronavirus relief funds in compliance with 42 U.S.C. 801(d).

**NOW THEREFORE**, be it resolved by the Council of the City of Franklin, Ohio, that:

Section 1: That the Council of the City of Franklin affirms that the Finance Director, consistent with the authority bestowed upon her under City of Franklin Ordinance 141.03(b)(6)(A), created the “City of Franklin local coronavirus relief fund” which will be exclusively used to deposit and pay out City of Franklin local coronavirus relief funds in compliance with 42 U.S.C. 801(d).

Section 2: The Clerk of Council is directed to file a certified copy of this Resolution with the Ohio Office of Budget and Management's (OBM) and the Warren County Auditor.

Section 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council, and any of its committees, that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of the Ohio Revised Code.



Section 5: This Resolution shall become effective immediately upon adoption.

ADOPTED: July 6, 2020

ATTEST: \_\_\_\_\_  
Khristi Dunn, Clerk of Council

APPROVED: \_\_\_\_\_  
Brent Centers, Mayor

Approved as to legal form:

\_\_\_\_\_  
Lynnette Dinkler, Law Director

CERTIFICATE OF COPY  
STATE OF OHIO

City of Franklin of Warren County, Ohio  
(LPA)

I, Khristi Dunn, as Clerk of Council of the City of Franklin, Ohio, do hereby certify that the foregoing is a true and correct copy of Resolution 2020-33, adopted by the Council of the said City of Franklin on the 6th day of July, 2020; and that publication of such Resolution is not required pursuant to the Franklin City Charter; and that Resolutions are not subject to referendum per the Franklin City Charter.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this  
\_\_\_\_\_ day of July, 2020.

(Seal)

\_\_\_\_\_  
Khristi Dunn, Clerk of Council

## LEGISLATIVE COVER MEMORANDUM

**Meeting Date:** July 06, 2020

**Agenda Item:** **Resolution 2020-34**  
AUTHORIZING THE CITY MANAGER TO EXECUTE MEMORANDUM  
OF UNDERSTANDING BETWEEN THE FRANKLIN CITY SCHOOLS  
BOARD OF EDUCATION AND THE CITY OF FRANKLIN, OHIO FOR  
SCHOOL RESOURCE OFFICER PROGRAM

**Submitted by:** Chief Russ Whitman

**Scope/Description:** This is the first renewal of the School Resource Officer MOU with the Franklin City Schools Board of Education. The terms and conditions are the same as last two-year contract with the exception of the elimination of the one-time costs that were incurred to launch the program.

**Budget Impact:** The Franklin City Schools Board of Education offsets expense for service provided.

**Exhibits:** A. Memorandum of Understanding

**Recommendation:** Approval

CITY OF FRANKLIN, OHIO  
RESOLUTION 2020-34

**AUTHORIZING THE CITY MANAGER TO EXECUTE MEMORANDUM OF  
UNDERSTANDING BETWEEN THE FRANKLIN CITY SCHOOLS BOARD OF EDUCATION  
AND THE CITY OF FRANKLIN, OHIO FOR SCHOOL RESOURCE OFFICER PROGRAM**

WHEREAS, the Franklin City Schools Board of Education and the City of Franklin entered into a Memorandum of Understanding (MOU) in 2018 for a two-year term for the provision of School Resource Officer services; and

WHEREAS, the initial MOU term is set to expire and the Franklin City Schools Board of Education desires to enter into another two-year agreement to continue the provision of School Resource Officer Program; and

WHEREAS, the MOU is attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, a majority of the members present concurring, that:

Section 1. The City Manager is hereby authorized to execute the MOU and any related documents, and the finance director authorized to collect payments thereunder, for the 2020-2021 and 2021-2022 school years, or through June 30, 2022.

Section 2. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 3. This Resolution shall become effective immediately upon its passage.

ADOPTED: July 06, 2020

ATTEST: \_\_\_\_\_  
Khristi Dunn, Clerk of Council

APPROVED: \_\_\_\_\_  
Brent Centers, Mayor

# Memorandum of Understanding

This Memorandum of Understanding (MOU) is being executed on the \_\_\_\_ day of \_\_\_\_\_, 2020 by the below listed entities:

Franklin City Schools Board of Education

City of Franklin

This document will serve as the written Agreement between the Franklin City Schools Board of Education (“Board of Education”) and the City of Franklin, Division of Police. This agreement establishes the needed commitment and support from both institutions. This document also provides a series of guidelines and policies relevant to the performance of the School Resource Officer, and will be the guiding document for the officers, school administrations, city administration, and students and their caregivers look to for structure and accountability. This document shall be reviewed, updated, and endorsed every year if updates are made and will take into account input from all community stakeholders, including caregivers, students, and teachers. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation, which exists between the participating entities listed above and all community stakeholders.

Exhibit A, attached to this MOU, provides the salary chart for the SRO to be shared between the Board of Education and City of Franklin. This portion of the Agreement will be reviewed, updated and endorsed every four years between the Board of Education and the City of Franklin.

## **I. Purpose**

This MOU establishes and delineates the mission of the School Resource Officer Program, herein referred to as the SRO Program, as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between police officers, school staff, and the students, promote a safe and positive learning environment and decrease the number of youth formally referred to the juvenile justice system.

## **II. Mission**

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers and staff. SROs will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. SROs will serve as positive role models to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs will provide information on community resources available to students and parents. Goals and objectives are

designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

### **III. Goals of the SRO Program SRO program goals include:**

1. To ensure a safe learning environment for all children and adults who enter the building.
2. To prevent and reduce potential harm related to incidents of school violence.
3. To foster a positive school climate based on respect for all children and adults in the school.
4. To create partnerships with behavioral health and other care providers in the community for student and family referral.

This SRO program is unique to the community, based on input from the school administration, teachers, faculty, students, families and community members. The program is designed to fulfill three overall roles:

1. Law Enforcement
2. Fostering Positive School Climate /Crime Prevention
3. Education

**Law Enforcement Role** – SROs are responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. A determination of whether an activity raises to the level of a law enforcement activity shall be made in consultation with a school administrator. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO.

While the enforcement is the role of SROs, alternatives to arrest should be used whenever possible, and arrest of students should be a measure of last resort. The SROs discretion to act remains the same as that of any other police officer/sheriff's deputy.

**Fostering Positive School Climate /Crime Prevention** – One of the primary roles SROs fulfill is fostering a positive school climate through relationship-building and crime prevention. Officers will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing

possible crime patterns, investigating crimes, and patrolling the parking lots. Officers may also complete security surveys analyzing the physical safety of school property and facilities.

**Education** –SROs should participate in the school community by becoming a member of the educational team where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, SROs are embedded in the education fabric within the school. SROs are expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

#### **IV. Organizational Structure**

##### **A. Composition**

The SRO Program will consist of full time Police Department Personnel that are certified Peace Officers for the State of Ohio and meet all requirements as set forth by the Board of Education and City of Franklin Police Department Rules and Regulations.

##### **B. Officer Recruitment & Selection**

School officials and the police department shall agree on guidelines for the selection of officers to serve as SROs. The ultimate selection process and appointment of the SRO is completed by the law enforcement agency.

Notwithstanding the foregoing, the Board of Education may request that an SRO be removed from providing services to the Board of Education under the terms of this Agreement for reasonable cause. The City shall consider the input of the Board of Education and its staff in determining removal or reassignment of any SRO.

SROs should meet three general criteria:

1. **College or degree coursework** - SROs are in an educational atmosphere and will be instructing in elementary/ middle/ high school classes. To increase credibility in this area a college education would be beneficial and preferred.
2. **Experience as a police officer and commitment to student well-being** – SROs must have a minimum of two years' experience as a patrol officer, be at least 21 years of age and have extensive experience with juvenile assignments. Experience working with youth and an interest in student success, juvenile justice, child and adolescent development and psychology, and creating a positive school climate are essential.
3. **Successful performance** – All candidates should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action.

## **C. Training Requirements**

Prior to entering service as an SRO, officers shall complete a minimum of 40 hours of initial training that covers responsibilities or and limitations of SROs, Ohio school laws, MOUs, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SROs into a positive school environment. In addition, it is recommended that SROs receive additional training each year on topics such as trending school based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, juvenile and education law and policy, PBIS, and cultural competence.

## **V. Operational Procedures**

**Chain of Command for SRO's:** The SRO will be ultimately accountable to the City of Franklin Police Department chain of command. However, while at the school, the SRO will be additionally accountable to the principal or his/her designee. The SRO is expected to cooperate with the school officials, including administrators and faculty. The SRO will abide by school policy and respond to the requests of school officials. The SRO is not responsible to enforce written Board of Education Policies, as the SRO is a member of law enforcement, not a school employee or agent.

The SRO's activity in the school shall be supervised and evaluated by principal or his/her designee to effectively support SRO's efforts and monitor his/her progress.

## **A. Duties**

The primary functions of the SRO are to help provide a safe and secure learning environment, foster a positive school climate, reduce/ prevent crime, serve as an educational resource, and serve as a liaison between the school and the police department. Specific daily assignments to accomplish this function will vary by school. The SRO and school principal or designee will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. As required by law, SROs should never be assigned to duties within schools in place of or in lieu of a certified teacher.

Basic responsibilities of the SRO will include but will not be limited to:

1. To enforce criminal law and protect the students, staff, and public at large against criminal activity.
2. Foster mutually respectful relationships with students and staff to support a positive school climate.
3. Provide information concerning questions about law enforcement topics to students and staff.



4. Provide classroom instruction on a variety of topics including, but not limited to, safety, public relations, occupational training, leadership, and life skills.
5. Coordinate investigative procedures between police and school administrators.
6. Handle initial police reports of violent crimes committed on campus.
7. Take enforcement action on criminal matters when appropriate and after consultation with school administrators.
8. Attend school special events as needed.
9. Prepare lesson plans as necessary for the instruction provided.
10. Collect data on SRO activities (arrests, citations, etc.)

#### **B. Uniform**

Normally, the SRO is in uniform.

#### **C. Daily Schedule**

To be determined by the commanding officer and the school administrators consistent with the MOU.

#### **D. Absence/ Substitution**

The school district and police department shall develop and agree on a protocol for assigning and using substitute SROs when regular SROs are unavailable. Substitute SROs should, at a minimum, have the same requisite experience as regular SROs and, ideally, should have had some training in child development, trauma, and conflict resolution in the school environment.

#### **E. Special Events**

To be determined by the commanding officer and the school administrators consistent with this Agreement.

#### **F. Summer Activity**

SROs should accomplish as much of the required training as possible during the summer months when school is not in session. SROs may still be involved in some summer projects with the school district, however, they will spend the majority of this time on City of Franklin Police Department assignments.

## **G. Role in Responding to Criminal Activity**

One of the roles of SROs, as law enforcement officers, is to engage in traditional criminal investigation and report taking. As a police officer, SROs have the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. SROs, however, perform their duties mindful of the parties' common goal of supporting student success. The following procedures will help SROs be as effective as possible in this role:

1. School staff will contact SROs to inform them of all violent or other criminal activity that creates a safety risk that occurs on the school campus. **SROs and school officials shall discuss and agree in writing on what levels of violent activity would prompt school officials to notify the SROs.**

**This information will be conveyed to all school staff. In turn, SROs will inform school administration of all criminal activity they observe on the school campus.**

2. For any offense on school property, the SRO, working cooperatively with the school administration, will endeavor to avoid arrest and criminal involvement for misdemeanor activity. Certain offenses (felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with school officials, but should be evaluated on a case-by-case basis. The SROs powers to arrest will be governed by the Ohio Revised Code.
3. **The SRO and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, to serve as an alternative to arrest, which will be distributed to school staff.**

## **H. Role in School Policy Violations**

SROs are not school disciplinarians and violations of the student code of conduct or the school's rules that are not criminal matters should always be handled by school faculty and staff, not SROs. SROs should not directly intervene unless the situation directly affects an imminent threat to the health, safety, and security of the student or another person in the school and will employ de-escalation techniques as appropriate. **School discipline is the responsibility of the appropriate school administrator and clear guidelines on SRO involvement should be developed and distributed to school staff.** The SRO will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

While the SRO works in conjunction with the school, because the school campus is the SRO's patrol area and the population there has special needs which are being addressed through this MOU, the terms and conditions stated in this MOU does not cause the SRO to become an employee of the Board of Education. The SRO is exclusively an employee of the City of Franklin at all times when acting in the course and scope of employment as an SRO under this MOU.

## **I. Data Collection**

SROs should submit a monthly activity report to the Superintendent of Schools, building principals, and his/her Chief of Police. The report should include descriptions of all activities engaged in by the SRO, including incidents or calls for service, names of students and/or staff involved, student searches, arrests, citations and/or summons issued, and other referrals to the juvenile justice system (contact the Ohio School Resource Officers Association for sample reports). See J. 1. below.

## **J. Sharing of Information**

Communication and information sharing is essential to the success of the SRO program.

1. Sharing of information will be governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, and relevant City of Franklin PD and the Board of Education policies.
2. The sharing of arrest related information by the SRO with school administration upon request or at the direction of the SRO will involve the dissemination of arrest reports and calls for service filed with the Franklin PD or from other Police agencies coming into contact with students from the Board of Education.
3. Juvenile fingerprints and photos as part of the arrest record will not be shared by the SRO.
4. If the SRO is aware of information on a student that is officially obtained by the Franklin PD, which reflects that the student is in violation of school policies (Student Handbook or Athletic Code), the SRO may forward that information to school administration.
5. If a Juvenile is an uncharged suspect in a crime, his/her information will not be released unless authorized by the City of Franklin Chief of Police.
6. Information which the SRO obtains from school personnel which deals with criminal or possible criminal intelligence will be maintained by the SRO as a criminal justice file. This file may be shared with other Division personnel and Criminal Justice Agencies but will not be part of the student's school record.
7. Hearsay information or rumors will alone, not be the basis for any formal action by the City of Franklin PD. It can be used in an intelligence capacity or to validate the need for further investigation.
8. Any information that is obtained by the SRO that pertains to criminal activity occurring outside the City of Franklin limits shall be relayed to the police department of jurisdiction or Warren County Sheriff's Office.

9. When any felony occurs or any crime that prompts a Public Information Officer response from the schools or the City or if a school building is evacuated the SRO shall contact his immediate supervisor as soon as possible.
10. The SRO shall have access to any public records maintained by the school to the extent allowed by law. Law enforcement officials may need confidential information in emergency situations based on the seriousness of the threat to someone's health or safety, time sensitivity, and the direct relationship of the information to the emergency.

The following procedures should be followed to facilitate a free flow of information between school officials and the SRO:

#### **K. Role in Locker, Vehicle, Personal, and Other Searches**

SROs may participate in a search of a student's person, possessions, locker, or vehicle only where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense. SROs will not ask a school employee to conduct a search for law enforcement purposes.

Unless there is a serious and immediate threat to student, teacher, or school safety, the Superintendent of Schools in concert with the building principals shall have final authority in the building.

The SRO may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.

- i. Strip searches of students by SROs are prohibited.
- ii. Unless there is a serious and immediate threat to a student, a teacher, or public safety, SROs shall not initiate or participate in other physically invasive searches of a student.

#### **L. Limits on Interrogations and Arrests & Mandatory Reporting of Abuse and Neglect**

1. **Interrogations** - SROs may participate in the questioning of a student about conduct that could result in criminal charges only after informing the student of his or her Miranda rights in age-appropriate language and informing the student's parent(s) or guardian(s). Parents/guardians should be allowed sufficient time to arrive at school to be present for interrogation.

Additionally, before questioning a student about conduct that could result in criminal charges, the SRO must contact the building administrator and state the nature of the investigation and state the desire to question a student or students. In order to avoid disruption of the learning environment and the student's class schedule, such interviews should take place during a student's study hall period or when determined by the principal, if at all possible.

Exceptions to the above are as follows:

**a. Investigation of Child Abuse/Neglect by the SRO and Franklin Police Department**

**i. Abuse/Neglect Reports to SRO Must Be in Writing**

Every Board official and employee who, in connection with his/her position, knows or suspects child abuse or neglect must immediately report that knowledge or suspicion to a public children's services or law enforcement agency. It is preferred that all Child Abuse/Neglect be reported directly to the Franklin Police Department as the SRO may not be the lead investigator on the incident. If an abuse or neglect report is made to the SRO, the initial report must be made in writing by the Board official or employee to the SRO. The purpose of this written initial report mandate to the SRO serves to avoid any potential for confusion on whether a mandatory abuse or neglect report is being made to the SRO, as required under Ohio law and under Board of Education Policy 5540 – Interrogation of Students.

**ii. When, Where and Who Present**

At the request of a Board of Education building administrator, the SRO or other Franklin Law Enforcement Officer may interview a student on school property during school hours in order to investigate a claim of child abuse/neglect involving such student or a member of the student's family.

If neither the student nor a member of his/her family is the subject of the child abuse/neglect investigation, a Franklin Law Enforcement Officer, with or without the assistance of the SRO, should contact the student during non-school hours and investigate the matter off school property, if at all possible, unless the alleged child abuse took place on school property and/or involves an emergency situation.

If the student (or a member of his/her family) is the subject of a child abuse/neglect investigation, or the student is being interviewed regarding alleged child abuse that took place on school property or involves an emergency, the building administrator shall attempt to contact the parent prior to questioning, and s/he will remain in the room during questioning unless compelling reasons for exclusion are provided by the law enforcement agency or public children's services agency.

If an agency investigating child abuse/neglect indicates that the parent is believed to be the perpetrator, the building administrator will not contact either parent prior to the interview. The building administrator will remain in the room during questioning unless compelling reasons for exclusion are provided by the law enforcement agency or public children's services agency.

## **b. Investigations of Violations of Law by Franklin Police Department**

The SRO and/or the Franklin Police Department should contact a student during non-school hours and investigate alleged violations of the law off school property if at all possible. An investigation can take place immediately on school property during school hours at the request of the building administrator if the alleged violation of law took place on school property or in emergency situations.

Before the student(s) is (are) questioned as a witness to or suspect in an alleged violation of law, the building administrator shall attempt to contact the parent prior to questioning and shall remain in the room during the questioning unless compelling reasons for exclusion are provided by the agency.

In those circumstances when an interrogation may expose a student to criminal charges, the building principal should also verify that the student(s) has been informed of his/her right to refuse to answer questions, to be informed that anything s/he says may be used against him/her in court, and to consult with and be advised by legal counsel.

2. **Arrests** –Incidents involving public order offenses, including disorderly conduct, profanity, and fighting that do not involve serious physical injury or a weapon, should be considered school discipline issues to be handled by school officials rather than criminal law issues warranting formal law enforcement intervention.
  - i. Building principals and the Superintendent or their appointed designee should be consulted before an arrest of a student when practical.
  - ii. The student’s parent(s) or guardian(s) shall be notified of his or her arrest immediately or as soon as practical and in a timely manner.
  - iii. Unless there is a serious and immediate threat to student, teacher, or public safety, SROs shall not use physical force or restraints on students.
3. **Board Policy** – Notwithstanding anything contained in section (L) herein, the parties agree that should the terms and conditions of this Agreement conflict with the terms and conditions of Board of Education policy with respect to the interrogation of students, Board of Education policy shall control.

## **M. Role in Critical Incidents**

The SRO will be familiar with the emergency operations manual of the Board of Education. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical.

## **N. Role in Truancy Issues**

Truancy will be handled by school personnel. The SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between the school and police personnel should police involvement become necessary due to safety concerns.

## **VI. School District Responsibilities**

The Board of Education shall provide the SRO of each campus and any SRO supervisor the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

1. Access to a properly lighted private office, which shall contain a telephone, a secure computer and printer, which may be used for general business purposes.
2. A location for files and records which can be properly locked and secured.
3. A desk with drawers, chair, work table, filing cabinet, and office supplies.
4. The opportunity for SROs to address teachers, school administrators and student families about the SRO program, goals, and objectives.
5. The opportunity to provide input regarding criminal justice problems relating to students.
6. The opportunity to address teachers and school administrators about criminal justice problems relating to students during in-service workdays.
7. The District Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.
8. School staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families.
9. SROs shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws; SRO's shall become familiar with FERPA.
10. Encourage attendance for secondary Assistant Principals at NASRO Basic SRO training.
11. Provide training to teachers, administrators, staff and SROs about when to directly involve SROs with student misconduct and about available alternatives to arrest.

## **VII. CRISIS PLANNING**

The Board of Education and the City of Franklin Police and Fire Departments will coordinate Crisis Planning and training. Each entity will be involved in updates and creation of new Crisis Plans. Consistency throughout the district should be adhered to.

Lock down drills shall be included as part of the District's preparedness plan. The Franklin Police Department shall be included in the creation of lock down procedures so that first responders are familiar with procedures. Lock down procedures should be trauma-informed and consistent throughout the district.

## **VIII. Reviewing the MOU and SRO Program**

The assigned parties shall review the MOU/SRO Program every year and make adjustments. Any revisions will be reflected in an updated MOU.

Complaints against the SRO shall follow the normal complaint process of the City of Franklin Police Department and include notice to the appropriate school administrators. This process will be made known to parents and students through by posting this MOU on the Board of Education website and by making a copy of this MOU available to every student by handout at the beginning of each school year or otherwise at time of enrolment.

## **IX. PROBLEM RESOLUTION**

Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of the Board of Education and the City of Franklin Police Department or their designees.

## **X. CONSIDERATION FOR SRO**

Exhibit A to this MOU provides the breakdown for the salary, uniforms and cruiser expenses allocated to the SRO program. The parties agree to split this expense as follows:

	<u>City of Franklin</u>	<u>Board of Education</u>
Salary (recurring yearly)	remaining expense	75% step one expense

The salary is to be paid quarterly, with the Board of Education receiving three invoices during the school year for payment 25% of the total salary expense, leaving the City to pay 25% of the total salary expense during the summer quarter. The salary expense invoices are to be paid within 30 days of invoice.

The City of Franklin agrees to pay for the SRO training.

The Board of Education will supply the SRO with all necessary office supplies.



## **XI. TERM OF THE MOU PROGRAM**

The MOU Agreement will take effect upon execution by both parties and will expire June 30, 2022.

## **XII. Early Termination of the MOU Program**

If either party desires to terminate this Agreement before June 30, 2022, the party must serve 60 written days-notice upon the other party, via hand delivery, to the City Manager for the City of Franklin and to the Superintendent for the Board of Education.

## **XIII. Severability Clause**

If any part of this MOU is challenged by any party and ruled unenforceable, the parties agree all remaining provisions of this MOU remain enforceable.

## **XV. Independent Contractor**

The City agrees to perform all services pursuant to this Agreement as an independent contractor, and further agrees that no employment-related benefits or withholdings shall be paid for or made to the City and/or the SRO by the Board of Education. In the event that any benefits or withholdings are later required by operation of law, or later determined to be required, the City agrees that the cost or amount of such benefits or withholdings may be deducted from the current amount of this contract as contract payments are made to the City, or if there is no unpaid balance on this contract or such balance is insufficient, the difference shall be reimbursed to the Board of Education by the City within ten (10) days following receipt of an invoice therefor.

## **XVI. Governing Law**

The Agreement shall be governed by, construed, interpreted, performed and enforced under the laws of the State of Ohio. In the event of any dispute arising hereunder, this Agreement shall not be interpreted for or against any party hereto on the ground that such party drafted or caused to be drafted this Agreement or any part hereof.

## **XVII. Miscellaneous**

This Agreement shall constitute the full, final and complete understanding of the parties concerning this matter. Any amendments or modifications to this Agreement shall be in writing and signed by all parties. This Agreement may be executed in counterparts, and each counterpart, when executed shall have the efficacy of a signed original. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose. No waiver shall be binding unless in writing and signed by the party providing such waiver.

SIGNED:

\_\_\_\_\_  
Sonny Lewis, City Manager  
City of Franklin, Ohio

\_\_\_\_\_, 2020

\_\_\_\_\_  
Michael Sander, Superintendent  
Franklin City Schools Board of Education

\_\_\_\_\_, 2020

Approved as to form:

\_\_\_\_\_  
Lynnette Dinkler  
Law Director  
City of Franklin, Ohio

\_\_\_\_\_, 2020

**FRANKLIN POLICE DEPARTMENT**  
**SCHOOL RESOURCE OFFICER BUDGET**

STEP 1 PAY	POSITION TITLE	Hourly RATE	YEARLY WAGE	REGULAR OVERTIME	HOLIDAYS 12	PAY IN LIEU VAC	LONGEVITY PAY	TOTAL PAY
2018	PATROL	\$ 23.04	\$ 47,923.20	\$ 8,000.00	\$ 1,658.88	\$ 921.60	\$ -	\$ 58,503.68
2019	PATROL	\$ 23.50	\$ 48,880.00	\$ 8,000.00	\$ 1,692.00	\$ 940.00	\$ -	\$ 59,512.00
2020	PATROL	\$ 23.97	\$ 49,857.60	\$ 8,000.00	\$ 1,725.84	\$ 958.80	\$ -	\$ 60,542.24

STEP 1 PAY	RETIREMENT EXPENSE	RETIREMENT PICK UP	HEALTH/LIFE INSURANCE	WORKERS COMP	MEDICARE	Benefit COST	Total Cost	COST 75%=
2018	\$ 11,408.22	\$ 5,850.37	\$ 17,950.00	\$ 2,486.41	\$ 848.30	\$ 38,543.30	\$ 97,046.98	\$ 72,785.23
2019	\$ 11,604.84	\$ 5,951.20	\$ 17,950.00	\$ 2,529.26	\$ 862.92	\$ 38,898.22	\$ 98,410.22	\$ 73,807.67
2020	\$ 11,805.74	\$ 6,054.22	\$ 17,950.00	\$ 2,573.05	\$ 877.86	\$ 39,260.87	\$ 99,803.11	\$ 74,852.33

PAY RAISE PTL STEP 1 PER CONTRACT YEAR EXPIRING June 30, 2020

RETIREMENT EXPENSE	19.50%
RETIREMENT PICK UP	10.00%
HEALTH AND LIFE-FAM	17,950
HEALTH AND LIFE-SIN	6,500
WORKER'S COMP	4.25%
MEDICARE	1.45%

## Uniform and Equipment Cost 2018

Uniform Item	Quantity	embrodery	Each	Total Cost
5-Star Hat	1			\$55.00
L/S Shirt	3	\$ 8.00	\$58.00	\$ 174.00
S/S Shirt	5	\$ 8.00	\$58.00	\$ 290.00
Trousers	4		\$58.00	\$ 232.00
Black Ties	2		\$5.95	\$ 11.90
Gun Belt	1			\$78.00
Level III Holster	1		\$142.00	
Cuff Case	1		\$36.00	
Portable Radio Case	1		\$55.00	
Pepper Spray Case	1		\$34.95	
Mag Pouch	1		\$45.95	
Level IIIA Vest	1			\$850.00
Raincoat 26990	1		\$135.00	
Winter 5.11 Jacket	1		\$239.00	

*TOTAL*      \$2,378.80

**75%=      \$1,784.10**

## *Cruiser Cost 2018*

STATE BID	L3 CAMERA	MOBILCOM	PHOENIX	Total Cost
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2018 Dodge Charger	\$ 23,611.00	\$ 4,557.40	\$ 600.00	\$ 8,193.00	\$ 36,961.40
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75%= \$ 27,721.05

Life expectancy for a Cruiser is ten years or 100,000 miles.

## LEGISLATIVE COVER MEMORANDUM

**Meeting Date:** July 06, 2020

**Agenda Item:** **Resolution 2020-35**  
AUTHORIZING THE CITY MANAGER TO EXECUTE MEMORANDUM  
OF UNDERSTANDING BETWEEN THE WARREN COUNTY  
EDUCATION SERVICE CENTER AND THE CITY OF FRANKLIN, OHIO  
FOR SCHOOL RESOURCE OFFICER PROGRAM

**Submitted by:** Chief Russ Whitman

**Scope/Description:** This is the first renewal of the School Resource Officer MOU with the Warren County Education Service Center. The terms and conditions are the same as last two-year contract with the exception of the elimination of the one-time costs that were incurred to launch the program.

**Budget Impact:** The Warren County ESC offsets expense for service provided.

**Exhibits:** A. Memorandum of Understanding

**Recommendation:** Approval

CITY OF FRANKLIN, OHIO  
RESOLUTION 2020-35

**AUTHORIZING THE CITY MANAGER TO EXECUTE MEMORANDUM OF  
UNDERSTANDING BETWEEN THE WARREN COUNTY EDUCATION SERVICE CENTER  
AND THE CITY OF FRANKLIN, OHIO FOR SCHOOL RESOURCE OFFICER PROGRAM**

WHEREAS, the Warren County Educational Service Center and the City of Franklin entered into a Memorandum of Understanding (MOU) in 2018 for a two-year term for the provision of School Resource Officer services; and

WHEREAS, the initial MOU term is set to expire and the Warren County Educational Service Center desires to enter into another two-year agreement to continue the provision of School Resource Officer Program; and

WHEREAS, the MOU is attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, a majority of the members present concurring, that:

Section 1. The City Manager is hereby authorized to execute the MOU and any related documents, and the finance director authorized to collect payments thereunder, for the 2020-2021 and 2021-2022 school years, or through June 30, 2022.

Section 2. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 3. This Resolution shall become effective immediately upon its passage.

ADOPTED: July 06, 2020

ATTEST: \_\_\_\_\_  
Khristi Dunn, Clerk of Council

APPROVED: \_\_\_\_\_  
Brent Centers, Mayor

# Memorandum of Understanding

This Memorandum of Understanding (MOU) is being executed on this \_\_\_\_ day of \_\_\_\_\_, 2020 by the below listed entities:

Warren County Educational Service Center

City of Franklin

This document will serve as the written agreement between the Warren County Educational Service Center (“ESC”) and the City of Franklin, Division of Police. This agreement establishes the needed commitment and support from both institutions. This document also provides a series of guidelines and policies relevant to the performance of the School Resource Officer, and will be the guiding document for the officers, school administrations, city administration, and students and their caregivers look to for structure and accountability. This document shall be reviewed, updated, and endorsed every year if updates are made and will take into account input from all community stakeholders, including caregivers, students, and teachers. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation, which exists between the participating entities listed above and all community stakeholders.

The SRO will be assigned to the Warren County Learning Center’s two locations: Laura Ferrell School and St. Mary School.

Exhibit A, attached to this MOU, provides the salary chart for the SRO to be shared between the ESC and City of Franklin. This portion of the agreement will be reviewed, updated and endorsed every four years between the ESC and the City of Franklin.

## **I. Purpose**

This MOU establishes and delineates the mission of the School Resource Officer Program, herein referred to as the SRO Program, as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between police officers, school staff, and the students, promote a safe and positive learning environment and decrease the number of youth formally referred to the juvenile justice system.

## **II. Mission**

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers and staff. SROs will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. SROs will serve as positive role models to instill in students good moral standards, good judgment and discretion, respect for other students,



and a sincere concern for the school community. SROs will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

### **III. Goals of the SRO Program SRO program goals include:**

1. To ensure a safe learning environment for all children and adults who enter the building.
2. To prevent and reduce potential harm related to incidents of school violence.
3. To foster a positive school climate based on respect for all children and adults in the school.
4. To create partnerships with behavioral health and other care providers in the community for student and family referral.

This SRO program is unique to the community, based on input from the school administration, teachers, faculty, students, families and community members. The program is designed to fulfill three overall roles:

1. Law Enforcement
2. Fostering Positive School Climate /Crime Prevention
3. Education

**Law Enforcement Role** – SROs are responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. A determination of whether an activity raises to the level of a law enforcement activity shall be made in consultation with a school administrator. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the school supervisor and/or designee, rather than the SRO.

While the enforcement is the role of SROs, alternatives to arrest should be used whenever possible, and arrest of students should be a measure of last resort. The SROs discretion to act remains the same as that of any other police officer/sheriff's deputy.

**Fostering Positive School Climate /Crime Prevention** – One of the primary roles SROs fulfill is fostering a positive school climate through relationship-building and crime prevention. Officers will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating

crimes, and patrolling the parking lots. Officers may also complete security surveys analyzing the physical safety of school property and facilities.

**Education** –SROs should participate in the school community by becoming a member of the educational team where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, SROs are embedded in the education fabric within the school. SROs are expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

## **IV. Organizational Structure**

### **A. Composition**

The SRO Program will consist of full time Police Department Personnel that are certified Peace Officers for the State of Ohio and meet all requirements as set forth by the ESC and City of Franklin Police Department Rules and Regulations.

### **B. Officer Recruitment & Selection**

School officials and the police department shall agree on guidelines for the selection of officers to serve as SROs. The ultimate selection process and appointment of the SRO is completed by the law enforcement agency.

SROs should meet three general criteria:

1. **College or degree coursework** - SROs are in an educational atmosphere and will be instructing in elementary/ middle/ high school classes. To increase credibility in this area a college education would be beneficial and preferred.
2. **Experience as a police officer and commitment to student well-being** – SROs must have a minimum of two years' experience as a patrol officer, be at least 21 years of age and have extensive experience with juvenile assignments. Experience working with youth and an interest in student success, juvenile justice, child and adolescent development and psychology, and creating a positive school climate are essential.
3. **Successful performance** – All candidates should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action.

### **C. Training Requirements**

Prior to entering service as an SRO, officers shall complete a minimum of 40 hours of initial training that covers responsibilities or and limitations of SROs, Ohio school laws, MOUs, child development, conflict resolution, developmentally informed de-escalation and crisis intervention

techniques, working with youth in a school setting and integrating SROs into a positive school environment. In addition, it is recommended that SROs receive additional training each year on topics such as trending school based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, juvenile and education law and policy, PBIS, and cultural competence.

## **V. Operational Procedures**

**Chain of Command for S.R.O's:** The S.R.O. will be ultimately accountable to the City of Franklin Police Department chain of command. However, while at the school, the S.R.O. will be additionally accountable to the supervisor or his/her designee. The S.R.O. is expected to cooperate with the school officials, including administrators and faculty. The S.R.O. will abide by school policy and respond to the requests of school officials.

The SRO's activity in the school shall be supervised and evaluated by assistant or his/her designee to effectively support SRO's efforts and monitor his/her progress.

### **A. Duties**

The primary functions of the SRO are to help provide a safe and secure learning environment, foster a positive school climate, reduce/ prevent crime, serve as an educational resource, and serve as a liaison between the school and the police department. Specific daily assignments to accomplish this function will vary by school. The SRO and school supervisor or designee will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. As required by law, SROs should never be assigned to duties within schools in place of or in lieu of a certified teacher.

Basic responsibilities of the SRO will include but will not be limited to:

1. To enforce criminal law and protect the students, staff, and public at large against criminal activity.
2. Foster mutually respectful relationships with students and staff to support a positive school climate.
3. Provide information concerning questions about law enforcement topics to students and staff.
4. Provide classroom instruction on a variety of topics including, but not limited to, safety, public relations, occupational training, leadership, and life skills.
5. Coordinate investigative procedures between police and school administrators.
6. Handle initial police reports of violent crimes committed on campus.

7. Take enforcement action on criminal matters when appropriate and after consultation with school administrators.
8. Attend school special events as needed.
9. Prepare lesson plans as necessary for the instruction provided.
10. Collect data on SRO activities (arrests, citations, etc.)

## **B. Uniform**

Normally, the SRO is in uniform.

## **C. Daily Schedule**

To be determined by the commanding officer and the school administrators consistent with the MOU.

## **D. Absence/ Substitution**

The school district and police department shall develop and agree on a protocol for assigning and using substitute SROs when regular SROs are unavailable. Substitute SROs should, at a minimum, have the same requisite experience as regular SROs and, ideally, should have had some training in child development, trauma, and conflict resolution in the school environment.

## **E. Special Events**

To be determined by the commanding officer and the school administrators consistent with this Agreement.

## **F. Summer Activity**

SROs should accomplish as much of the required training as possible during the summer months when school is not in session. SROs may still be involved in some summer projects with the school district, however, they will spend the majority of this time on City of Franklin Police Department assignments.

## **G. Role in Responding to Criminal Activity**

One of the roles of SROs, as law enforcement officers, is to engage in traditional criminal investigation and report taking. As a police officer, SROs have the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. SROs, however, perform their duties mindful of the parties' common goal of supporting student success. The following procedures will help SROs be as effective as possible in this role:

1. School staff will contact SROs to inform them of all violent or other criminal activity that creates a safety risk that occurs on the school campus. **SROs and school officials shall discuss and agree in writing on what levels of violent activity would prompt school officials to notify the SROs.**

**This information will be conveyed to all school staff. In turn, SROs will inform school administration of all criminal activity they observe on the school campus.**

2. For any offense on school property, the SRO, working cooperatively with the school administration, will endeavor to avoid arrest and criminal involvement for misdemeanor activity. Certain offenses (felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with school officials, but should be evaluated on a case-by-case basis. The SROs powers to arrest will be governed by the Ohio Revised Code.
3. **The SRO and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, to serve as an alternative to arrest, which will be distributed to school staff.**

## **H. Role in School Policy Violations**

SROs are not school disciplinarians and violations of the student code of conduct or the school's rules that are not criminal matters should always be handled by school faculty and staff, not SROs. SROs should not directly intervene unless the situation directly affects an imminent threat to the health, safety, and security of the student or another person in the school and will employ de-escalation techniques as appropriate. **School discipline is the responsibility of the appropriate school administrator and clear guidelines on SRO involvement should be developed and distributed to school staff.** The SRO will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

While the SRO works in conjunction with the school, because the school campus is the SRO's patrol area and the population there has special needs which are being addressed through this MOU, the terms and conditions stated in this MOU does not cause the SRO to become an employee of the ESC. The SRO is exclusively an employee of the City of Franklin at all times when acting in the course and scope of employment as an SRO under this MOU.

## **I. Data Collection**

SROs should submit a monthly activity report to the Superintendent of Schools, building supervisors, and his/her Chief of Police. The report should include descriptions of all activities engaged in by the SRO, including incidents or calls for service, names of students and/or staff involved, student searches, arrests, citations and/or summons issued, and other referrals to the juvenile justice system (contact the Ohio School Resource Officers Association for sample reports). See J. 1. below.

## **J. Sharing of Information**

Communication and information sharing is essential to the success of the SRO program.

1. Sharing of information will be governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, and relevant City of Franklin PD and the ESC policies.
2. The sharing of arrest related information by the SRO with school administration upon request or at the direction of the SRO will involve the dissemination of arrest reports and calls for service filed with the Franklin PD or from other Police agencies coming into contact with students from the ESC.
3. Juvenile fingerprints and photos as part of the arrest record will not be shared by the SRO.
4. If the SRO is aware of information on a student that is officially obtained by the Franklin PD, which reflects that the student is in violation of school policies (Student Handbook or Athletic Code), the SRO may forward that information to school administration.
5. If a Juvenile is an uncharged suspect in a crime, his/her information will not be released unless authorized by the City of Franklin Chief of Police.
6. Information which the SRO obtains from school personnel which deals with criminal or possible criminal intelligence will be maintained by the SRO as a criminal justice file. This file may be shared with other Division personnel and Criminal Justice Agencies but will not be part of the student's school record.
7. Hearsay information or rumors will alone, not be the basis for any formal action by the City of Franklin PD. It can be used in an intelligence capacity or to validate the need for further investigation.
8. Any information that is obtained by the SRO that pertains to criminal activity occurring outside the City of Franklin limits shall be relayed to the police department of jurisdiction or Warren County Sheriff's Office.
9. When any felony occurs or any crime that prompts a Public Information Officer response from the schools or the City or if a school building is evacuated the SRO shall contact his immediate supervisor as soon as possible.
10. The SRO shall have access to any public records maintained by the school to the extent allowed by law. Law enforcement officials may need confidential information in emergency situations based on the seriousness of the threat to someone's health or safety, time sensitivity, and the direct relationship of the information to the emergency.

The following procedures should be followed to facilitate a free flow of information between school officials and the SRO:

## **K. Role in Locker, Vehicle, Personal, and Other Searches**

SROs may participate in a search of a student's person, possessions, locker, or vehicle only where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense. SROs will not ask a school employee to conduct a search for law enforcement purposes.

Unless there is a serious and immediate threat to student, teacher, or school safety, the Superintendent of Schools in concert with the building supervisors shall have final authority in the building.

The SRO may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.

- i. Strip searches of students by SROs are prohibited.
- ii. Unless there is a serious and immediate threat to a student, a teacher, or public safety, SROs shall not initiate or participate in other physically invasive searches of a student. The SRO will be conducting non-invasive and unannounced security checks with a metal detector wand provided by the ESC.

## **L. Limits on Interrogations and Arrests**

1. **Interrogations** - SROs may participate in the questioning of a student about conduct that could result in criminal charges only after informing the student of his or her Miranda rights in age-appropriate language and after calling the student's parent(s) or guardian(s) at provided contact numbers. Parents/guardians should be allowed sufficient time to arrive at school to be present for interrogation when they state they will be immediately reporting to the school to be present for the interrogation.
2. **Arrests** –Incidents involving public order offenses, including disorderly conduct, profanity, and fighting that do not involve serious physical injury or a weapon, should be considered school discipline issues to be handled by school officials rather than criminal law issues warranting formal law enforcement intervention.
  - i. Building supervisors and the Superintendent or their appointed designee should be consulted before an arrest of a student when practical.
  - ii. The student's parent(s) or guardian(s) shall be notified of his or her arrest immediately or as soon as practical and in a timely manner. Notification will be made by calling the student's parent(s) or guardian(s) at provided contact numbers. Where parent(s) and guardian(s) cannot be reached, messages will be left asking for an immediate return call where possible.
  - iii. Unless there is a serious and immediate threat to student, teacher, or public safety, SROs shall not use physical force or restraints on students.

## **M. Role in Critical Incidents**

The SRO will be familiar with the emergency operations manual of the ESC. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical. The School will make available to the SRO resources it uses to monitor and respond to threats.

## **N. Role in Truancy Issues**

Truancy will be handled by school personnel. The SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between the school and police personnel should police involvement become necessary due to safety concerns.

## **VI. School District Responsibilities**

The ESC shall provide the SRO of each campus and any SRO supervisor the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

1. Access to a properly lighted private office, which shall contain a telephone, a secure computer and printer, which may be used for general business purposes.
2. A location for files and records which can be properly locked and secured, as space constraints allow.
3. A desk with drawers, chair, work table, filing cabinet, and office supplies, as space constraints allow.
4. The opportunity for SROs to address teachers, school administrators and student families about the SRO program, goals, and objectives.
5. The opportunity to provide input regarding criminal justice problems relating to students.
6. The opportunity to address teachers and school administrators about criminal justice problems relating to students during in-service workdays.
7. The District Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.
8. School staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families.
9. SROs shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws; SRO's shall become familiar with FERPA.
10. Encourage attendance for supervisors at NASRO Basic SRO training.



11. Provide training to teachers, administrators, staff and SROs about when to directly involve SROs with student misconduct and about available alternatives to arrest.

## **VII. CRISIS PLANNING**

The ESC and the City of Franklin Police and Fire Departments will coordinate Crisis Planning and training. Each entity will be involved in updates and creation of new Crisis Plans. Consistency throughout the district should be adhered to.

Lock down drills shall be included as part of the District's preparedness plan. The Franklin Police Department shall be included in the creation of lock down procedures so that first responders are familiar with procedures. Lock down procedures should be trauma-informed and consistent throughout the district.

## **VIII. Reviewing the MOU and SRO Program**

The assigned parties shall review the MOU/SRO Program every year and make adjustments. Any revisions will be reflected in an updated MOU.

Complaints against the SRO shall follow the normal complaint process of the City of Franklin Police Department and include notice to the appropriate school administrators. This process will be made known to parents and students through by posting this MOU on the school website and by making a copy of this MOU available to every student by handout at the beginning of each school year or otherwise at the time of enrollment.

## **IX. PROBLEM RESOLUTION**

Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of the ESC and the City of Franklin Police Department or their designees.

## **X. CONSIDERATION FOR SRO**

Exhibit A to this MOU provides the breakdown for the salary, uniforms and cruiser expenses allocated to the SRO program. The parties agree to split this expense as follows:

	<u>City of Franklin</u>	<u>ESC</u>
Salary (recurring yearly)	remaining expense	75% step one expense

The salary is to be paid quarterly, with the ESC receiving three invoices during the school year for payment 25% of the total salary expense, leaving the City to pay 25% of the total salary expense during the summer quarter. The salary expense invoices are to be paid within 30 days of invoice.

The City of Franklin agrees to pay for the SRO training.

The ESC will supply the SRO with all necessary office supplies.

#### **XI. TERM OF THE MOU PROGRAM**

The MOU agreement will take effect upon execution by both parties and will expire June 30, 2022.

#### **XII. Early Termination of the MOU Program**

If either party desires to terminate this agreement before June 30, 2022, the party must serve 60 written days-notice upon the other party, via hand delivery, to the City Manager for the City of Franklin and to the Superintendent for the ESC.

#### **XIII. Severability Clause**

If any part of this MOU is challenged by any party and ruled unenforceable, the parties agree all remaining provisions of this MOU remain enforceable.

#### **XV. Independent Contractor**

The City agrees to perform all services pursuant to this Agreement as an independent contractor, and further agrees that no employment-related benefits or withholdings shall be paid for or made to the City and/or the SRO by the ESC. In the event that any benefits or withholdings are later required by operation of law, or later determined to be required, the City agrees that the cost or amount of such benefits or withholdings may be deducted from the current amount of this contract as contract payments are made to the City, or if there is no unpaid balance on this contract or such balance is insufficient, the difference shall be reimbursed to the ESC by the City within ten (10) days following receipt of an invoice therefor.

#### **XVI. Governing Law**

The Agreement shall be governed by, construed, interpreted, performed and enforced under the laws of the State of Ohio. In the event of any dispute arising hereunder, this Agreement shall not be interpreted for or against any party hereto on the ground that such party drafted or caused to be drafted this Agreement or any part hereof.

#### **XVII. Miscellaneous**

This Agreement shall constitute the full, final and complete understanding of the parties concerning this matter. Any amendments or modifications to this Agreement shall be in writing and signed by all parties. This Agreement may be executed in counterparts, and each counterpart, when executed shall have the efficacy of a signed original. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose. No waiver shall be binding unless in writing and signed by the party providing such waiver.

SIGNED:

\_\_\_\_\_  
Sonny Lewis, City Manager  
City of Franklin, Ohio

\_\_\_\_\_  
Tom Isaacs, Superintendent  
Warren County Educational Services Center

\_\_\_\_\_, 2020  
Date

\_\_\_\_\_, 2020  
Date

Approved as to form:

\_\_\_\_\_  
Lynnette Dinkler  
Law Director  
City of Franklin, Ohio

\_\_\_\_\_, 2020  
Date

***FRANKLIN POLICE DEPARTMENT***  
***SCHOOL RESOURCE OFFICER BUDGET***

STEP 1 PAY	POSITION TITLE	Hourly RATE	YEARLY WAGE	REGULAR OVERTIME	HOLIDAYS 12	PAY IN LIEU VAC	LONGEVITY PAY	TOTAL PAY
2018	PATROL	\$ 23.04	\$ 47,923.20	\$ 8,000.00	\$ 1,658.88	\$ 921.60	\$ -	\$ 58,503.68
2019	PATROL	\$ 23.50	\$ 48,880.00	\$ 8,000.00	\$ 1,692.00	\$ 940.00	\$ -	\$ 59,512.00
2020	PATROL	\$ 23.97	\$ 49,857.60	\$ 8,000.00	\$ 1,725.84	\$ 958.80	\$ -	\$ 60,542.24

STEP 1 PAY	RETIREMENT EXPENSE	RETIREMENT PICK UP	HEALTH/LIFE INSURANCE	WORKERS COMP	MEDICARE	Benefit COST	Total Cost	<i>COST</i> 75%=
2018	\$ 11,408.22	\$ 5,850.37	\$ 17,950.00	\$ 2,486.41	\$ 848.30	\$ 38,543.30	\$ <b>97,046.98</b>	\$ <b>72,785.23</b>
2019	\$ 11,604.84	\$ 5,951.20	\$ 17,950.00	\$ 2,529.26	\$ 862.92	\$ 38,898.22	\$ <b>98,410.22</b>	\$ <b>73,807.67</b>
2020	\$ 11,805.74	\$ 6,054.22	\$ 17,950.00	\$ 2,573.05	\$ 877.86	\$ 39,260.87	\$ <b>99,803.11</b>	\$ <b>74,852.33</b>

PAY RAISE PTL STEP 1 PER CONTRACT YEAR EXPIRING June 30, 2020

RETIREMENT EXPENSE	19.50%
RETIREMENT PICK UP	10.00%
HEALTH AND LIFE-FAM	17,950
HEALTH AND LIFE-SIN	6,500
WORKER'S COMP	4.25%
MEDICARE	1.45%

## Uniform and Equipment Cost 2018

Uniform Item	Quantity	embrodery	Each	Total Cost
5-Star Hat	1			\$55.00
L/S Shirt	3	\$ 8.00	\$58.00	\$ 174.00
S/S Shirt	5	\$ 8.00	\$58.00	\$ 290.00
Trousers	4		\$58.00	\$ 232.00
Black Ties	2		\$5.95	\$ 11.90
Gun Belt	1			\$78.00
Level III Holster	1			\$142.00
Cuff Case	1			\$36.00
Portable Radio Case	1			\$55.00
Pepper Spray Case	1			\$34.95
Mag Pouch	1			\$45.95
Level IIIA Vest	1			\$850.00
Raincoat 26990	1			\$135.00
Winter 5.11 Jacket	1			\$239.00

*TOTAL*      \$2,378.80

**75%=      \$1,784.10**

## *Cruiser Cost 2018*

STATE BID	L3 CAMERA	MOBILCOM	PHOENIX	Total Cost
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2018 Dodge Charger	\$ 23,611.00	\$ 4,557.40	\$ 600.00	\$ 8,193.00	\$ 36,961.40
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75%= \$ 27,721.05

Life expectancy for a Cruiser is ten years or 100,000 miles.

## LEGISLATIVE COVER MEMORANDUM

**Introduction:** July 6, 2020  
**Public Hearing & Vote:** July 20, 2020  
**Effective Date:** August 19, 2020

**Agenda Item:** **Ordinance 2020-10**  
LEVYING ASSESSMENTS FOR THE IMPROVEMENT OF CITY  
STREETS AND PUBLIC WAYS BY THE LIGHTING THEREOF FOR  
THE YEAR 2021

**Submitted By:** Sonny Lewis, City Manager

**Scope/Description:** This is the last step Council must act upon to implement the annual street lighting assessments for 2021.

**Exhibits:** None

**Budgetary Impact:** \$170,000 is the total project cost for 2021. The City funds 2% of the total, or \$3,400.

**Emergency Legislation:** No

**Vote Required for Passage:** Per Section 4.03 of the City Charter, the passage of this Ordinance requires the affirmative vote of a majority of Council members present at the meeting.

**RECOMMENDATION:** Approval

CITY OF FRANKLIN, OHIO  
ORDINANCE 2020-10

**LEVYING ASSESSMENTS FOR THE IMPROVEMENT OF CITY STREETS AND PUBLIC  
WAYS BY THE LIGHTING THEREOF FOR THE YEAR 2021**

WHEREAS, this Council, on April 6, 2020, duly adopted Resolution 2020-20, declaring the necessity of improving City streets and public ways within the corporate limits of the City by the lighting thereof, said lighting to be provided by electrical lighting, for the year 2021;

WHEREAS, this Council by Ordinance 2020-07, adopted on May 18, 2020, determined to proceed with said improvement;

WHEREAS, the actual cost of the improvement has been ascertained and the amount of the special assessments have been increased or decreased in the same proportion to the estimated assessments as the actual cost of the improvements bears to the estimated cost of the improvement upon which the estimated assessments were based; and

WHEREAS, Ohio Revised Code Section 727.25 requires this Council, after the actual cost of improvement has been ascertained, to assess by Ordinance, upon the lots and lands enumerated in the estimated assessment, that portion of the total costs of the improvement to be paid for by special assessments,

THE CITY OF FRANKLIN HEREBY ORDAINS, a majority of the members of Council present concurring, that:

Section 1. The adjusted assessment of the cost of improving City streets and public ways by the lighting thereof, said lighting to be provided by electrical lighting, in the City of Franklin, Ohio, for the year 2021, as reported to this Council and filed in the office of the Clerk of Council, and aggregating One Hundred Seventy Thousand Dollars and No Cents (\$170,000.00), is adopted and affirmed. The City shall pay two percent (2%) of the cost of the improvement.

Section 2. There are hereby levied and assessed upon all lots and lands lying within the corporate limits of the City of Franklin, Ohio the several amounts reported in the adjusted assessments, which assessments are in proportion to the tax value thereof. The assessments do not exceed any statutory limitations.

Section 3. The portion of the cost of the improvement to be assessed against benefited property, in the amount of One Hundred Sixty-Six Thousand Six Hundred Dollars and No Cents (\$166,600.00), shall be assessed in the amount, manner and number of installments provided in Resolution 2020-20, adopted on April 6, 2020, which declared the necessity of the improvement.

Section 4. The adjusted assessments are in the same proportion to the estimated assessments as the actual cost of the improvement bears to the estimated cost upon which such estimated assessments were based.



Section 5. The total assessment against each lot and parcel of land shall be payable, in cash, to the Finance Director of the City of Franklin within thirty (30) days after passage of this Ordinance or, at the option of the property owner assessed, in two (2) semi-annual installments. All assessments which have not been paid at the expiration of the thirty (30) day period shall be certified by the Finance Director to the County Auditor, to be placed on the tax duplicate and collected in the same as other taxes are collected, as provided by law.

Section 6. The Clerk of Council is directed to cause notice of the passage of this Ordinance to be published once in a newspaper of general circulation in the City, as required by law.

Section 7. The Finance Director is authorized and directed to keep the adjusted assessments on file in her office for as long as any of them remain unpaid.

Section 8. The Finance Director is directed to cause notice of the levy of the assessments herein to be filed with the County Auditor within thirty (30) days after the passage of this Ordinance.

Section 9. It is found that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 10. This Ordinance shall become effective on August 19, 2020.

INTRODUCED: July 6, 2020

ADOPTED: July 20, 2020

ATTEST: \_\_\_\_\_  
Khristi Dunn, Clerk of Council

APPROVED: \_\_\_\_\_  
Brent Centers, Mayor

#### CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of Ordinance 2020-10 passed by that body on July 20, 2020 and published in the Journal News on July 24, 2020.

\_\_\_\_\_  
Khristi Dunn, Clerk of Council

Approved as to form:

\_\_\_\_\_  
Lynnette Dinkler, Law Director