

RECORD OF RESOLUTIONS

Resolution No. 2022-R-19

June 27, 2022

City of Bellbrook State of Ohio

Resolution No. 2022-R-19

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE BELLBROOK-SUGARCREEK LOCAL SCHOOL DISTRICT FOR POLICE OFFICER EXTRA DUTY SECURITY AT HOME FOOTBALL GAMES

WHEREAS, the Bellbrook-Sugarcreek Local School District has requested the Bellbrook Police Department continue to provide police officers in an extra duty capacity at home football games; and

WHEREAS, the school district has agreed to compensate the City for assignment of the police officers; and

WHEREAS, the City and School District both have reviewed and agreed to the terms of an Extra Duty Agreement.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. The City Manager is hereby authorized to execute the Agreement as substantially set forth in Exhibit A.

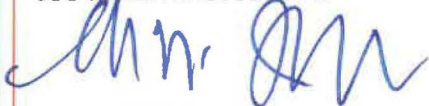
Section 2. That it is found and determined that all formal actions of the City Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including §121.22 of the Revised Code of the State of Ohio.

Section 3. That this resolution shall take effect and be in force forthwith.

PASSED BY City Council this 27th day of June, 2022.

7 Yeas; 0 Nays.

AUTHENTICATION:



Michael W. Schweller, Mayor



Robert Schommer, Clerk of Council

Extra Duty Employment Agreement For Bellbrook Police Officers

This agreement is made this 30th day of June, 2022 by and between the City of Bellbrook, hereafter referred to as the "City," and the Bellbrook-Sugarcreek Local School District, hereafter referred to as the "District".

WHEREAS, the District wishes to utilize the services of City police officers in a security assignment, specifically, security for the 2022 Fall Bellbrook High School (home game) football season.

Now, therefore, in consideration of the mutual promises contained herein:

1. Scope of the Agreement

This agreement covers the 2022 Fall Bellbrook High School (Home game) football season from the first home football game in August 2022 until December 2022. Hours of the assignment will be from 1830 to 2130. (Additional time may be spent after the event, in crowd and traffic control). Additional services may be at the request of the District or at the discretion of the City. Three officers will be assigned to each game, if available. The District may request additional officers, if necessary.

2. Enforcement

Officers employed in an extra-duty police-related capacity shall be responsible for the enforcement of City Ordinances, as well as State and Federal Statutes. The District may provide general instructions and direction to City law enforcement personnel as to the performance of the agreed to police services, however, City law enforcement personnel shall at all times be bound by the Rules, Regulations and Policies of the City of Bellbrook Police Department.

3. Uniform

Officers shall wear the complete uniform of the Bellbrook Police Department and be responsible for completing the appropriate reports and forms necessary to conclude an incident when engaging in extra duty police-related employment unless directed to the contrary by a police supervisor.

4. Supervision

The Bellbrook Police Department on-duty supervisor has the responsibility to oversee the activities of officers engaged in extra duty police-related employment during their respective tour of duty. Whenever more than four (4) officers are required for the same

time at the same extra duty place of employment, a supervising officer, if available, will be assigned for supervision purposes and compensated as provided in paragraph six (6).

5. Release from Service

In the event of a city emergency requiring the services of any extra duty police officer employed by the District, the District agrees that such officer will be released immediately from the extra duty employment.

6. Cost of Services

The District agrees to pay the City of Bellbrook a flat rate of \$128.00 per officer per night.

7. Hold harmless

The District shall indemnify, hold harmless and defend the City, its officers, employees, agents and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the City, its officers or employees may hereafter sustain, incur or be required to pay, arising wholly or in part due to any act or omission of the District, its agents, servants or employees, in the execution of performance of this contract.

The Bellbrook Police Department of the City of Bellbrook will not be held liable in the event officers cannot be scheduled or provided for the work/event(s) requested.

The District shall secure and maintain, during the period of the agreement, commercial general liability insurance which will protect it and the City from claims for bodily injury, death, property damage or personal injury which may arise from any act or omission of the District, its agents, servants, or employees in the performance of this agreement. The District shall provide the City a Certificate of Insurance showing evidence of such coverage.

8. Invoice

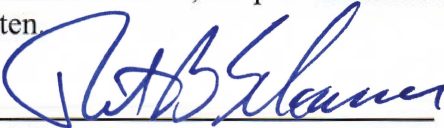
The City shall deliver to the District a monthly invoice for the cost of City law enforcement personnel provided under this Agreement. The District shall make payment to the City in the full amount of such invoice no later than thirty (30) days from the date of invoice.

9. Workers' Compensation

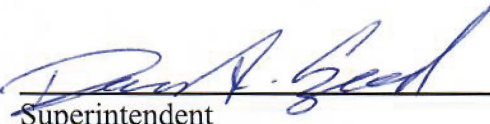
While any City of Bellbrook police officer is working for the District as set forth in this Agreement, the City of Bellbrook will provide the officer with insurance coverage through the State of Ohio Bureau of Workers' Compensation.

10. This Agreement shall terminate on December 31, 2022 or as otherwise provided herein. This Agreement may be terminated by the City at any time and for any reason whatsoever by the City providing the District with written notice of such termination at least 20 days prior to the date of termination. This Agreement may be terminated at any time by mutual agreement of the City and the District.

In witness whereof, the parties hereto have set their hands the day and year first about written.



City Manager
City of Bellbrook



Superintendent
Bellbrook Sugarcreek Local School District

Chief of Police
City of Bellbrook