

# RECORD OF RESOLUTIONS

Resolution No. 2015-U

July 13, 2015

## CITY OF BELLBROOK, OHIO

### RESOLUTION NO. 2015-U

#### **A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE BELLBROOK-SUGARCREEK LOCAL SCHOOL DISTRICT FOR SCHOOL SECURITY.**

WHEREAS, the Bellbrook-Sugarcreek Local School District has requested that the Bellbrook Police Department continue its increased presence at schools within the City limits beyond its normal patrol; and

WHEREAS, the School District agreed to compensate the City for this increased presence; and

WHEREAS, the agreement will be effective for the 2015-2016 and the 2016-2017 school years.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. That the City Manager is hereby authorized to execute the attached agreement with the Bellbrook-Sugarcreek Local School District.

Section 2. That this resolution shall take effect and be in force forthwith.

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Robert L. Baird, Mayor

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Carrie C. Smith, Clerk of Council

## **School Security Agreement For Bellbrook Police Officers**

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Bellbrook and the Bellbrook - Sugarcreek Local School District, Bellbrook, Ohio, hereafter referred to as the "District".

**WHEREAS**, the District wishes to utilize the services of Bellbrook police officers in a security assignment.

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

1. Security and Enforcement

A. Officers assigned to this detail will focus on providing visible security for the students, staff and visitors of the District's school buildings. The security assignment will include the following;

1. Vehicle patrol of parking areas and the grounds of any building.
2. Foot patrol of parking areas and grounds of any building.
3. Foot patrol of the interior of any building.

B. Buildings to be patrolled

1. Sugarcreek Education Center / School Administrative Building
2. Bell Creek Intermediate School
3. Bellbrook-Sugarcreek Transportation office (on request).
4. Sugarcreek Elementary School
5. Stephen Bell Elementary School
6. Other school buildings on an as needed basis.

C. Assignment Times

This assignment will be based on the preceding schools' regular school day hours. The City of Bellbrook Police Department will strive to provide a minimum of 4 hours of security on site at any one or more of the buildings set forth in Item (1)(B), each school day. Other time necessary for the assignment, or requested by the District, will be provided as officers are available.

D. Documentation

Each school day, an on-duty officer will be assigned the school security detail, in addition to the officer's normal patrol duties. The on-duty dispatcher will log the time the officer signs off at a school for this assignment, and will log the time the officer returns to regular patrol service. The minimum amount of time counted for this assignment will be 30 minutes. As the officer returns to service, he/she will indicate to the dispatcher what activity was performed during the time period (A 1-3).

The records for this assignment will be retained by the Bellbrook Police Department; however copies will be available for the District, if requested.

- E. Officers assigned to this security detail will be responsible for the enforcement of the Municipal Code, as well as State and Federal Statutes. The District may provide general instructions and direction to City law enforcement personnel so engaged 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.
2. 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 the security assignment, unless directed to the contrary by a police supervisor.
3. Supervision  
The Bellbrook Police Department on-duty supervisor has the responsibility to oversee the activities of officers assigned school security during their respective tour of duty.
4. Release from Service  
In the event of a city emergency requiring the services of a police officer assigned to security for the District, the District agrees that such officer will be released immediately from the security assignment.
5. Cost of Services  
This agreement covers the 2015--2016 and the 2016-2017 school years. Hours of the assignment will be based on the school days in each of the school buildings in the City of Bellbrook. The District agrees to pay the City of Bellbrook a flat rate of \$15,500 for the 2015-2016 school year and \$15,750 for the 2016-2017 school year. The District may request additional officers, or assignment times, if necessary.
6. 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, nor have breached this contract, 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.

- 7. Invoice  
The City shall invoice the District for the amount 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.
- 8. 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.
- 9. This Agreement shall terminate on July 1, 2017 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

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Superintendent  
Bellbrook-Sugarcreek Local School District

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Chief of Police  
City of Bellbrook