

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 18-183**

RESOLUTION AUTHORIZING CHIEF OF POLICE TO EXECUTE AGREEMENT.

WHEREAS: Fairfield Township and the Board of Education of the Butler Technical and Career Development Schools (“Butler Tech”) have negotiated an Agreement whereby the Fairfield Township Police Department, at the discretion of the Chief of Police, may detail off-duty police officers to provide security and perform duties as the school resource officer at the Butler Tech campus as set forth on the Agreement which is attached hereto as Exhibit A; and

WHEREAS: The Agreement will benefit the health, safety and welfare of the residents of Fairfield Township;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

SECTION 1: The Board hereby authorizes the Chief of Police to execute the Agreement attached hereto as Exhibit “A” on behalf of Fairfield Township.

SECTION 2: The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

SECTION 3: This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 4: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

SECTION 5: This resolution shall take effect at the earliest period allowed by law.

Adopted: November 28, 2018

Board of Trustees

Vote of Trustees

Susan Berding: <u>Susan Berding</u>	<u>YES</u>
Shannon Hartkemeyer: <u>Shannon Hartkemeyer</u>	<u>YES</u>
Joe McAbee: <u>Joe McAbee</u>	<u>YES</u>

AUTHENTICATION

This is to certify that this is a resolution which was duly passed, and filed with the Fairfield Township Fiscal Officer this 28th day of November 2018.

ATTEST:

Shelly Schultz
Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

L. E. Barbieri
Lawrence E. Barbieri, Township Law Director

AGREEMENT

THIS AGREEMENT is made this 14th day of November 2018, between Fairfield Township and the Board of Education of the Butler Technical and Career Development Schools (the "Board").

WITNESSETH THAT:

WHEREAS, Fairfield Township Police Department, upon request by a private person, firm, corporation or institution, may detail off-duty police officers to perform police-related functions within the scope of allowable duties as set forth by the Fairfield Township Police Department Policy and Procedure, the State of Ohio and as defined in the Ohio Revised Code; and

WHEREAS, it is at the discretion of the Chief of Police and or designee (i.e. detail coordinator) within the scope of the F.O.P. Lodge 38 to provide off-duty police personnel and the Board agrees to remit payment no later than 30 days to the officer(s) whom worked the detail; and

WHEREAS, the Board needs a security detail at its campus at certain times and desires to engage an off-duty officer for that purpose.

NOW THEREFORE, be it agreed by Fairfield Township and the Board as follows:

The Board understands and agrees that any addition to or modification of this agreement such as additional officers and or vehicles must be made in writing and signed by either the Chief of Police or designee (i.e. detail coordinator).

- A. As per Fairfield Township's contract through the F.O.P. Lodge 38 the set price for a detail officer is 1.5 of their hourly rate per officer per hour. If the detail is to occur on a contracted holiday as per the F.O.P. Lodge 38; the pay rate is 2.5 of their hourly rate per officer per hour.
- B. The officers and equipment hereby under contract will, at all times, be under the direct supervision and control of the Fairfield Township Police Department and of the Chief of Police of the Fairfield Township Police Department, and subject to the rules, regulations, and policies of the Fairfield Township Police Department, and the laws of the State of Ohio and the United States Government. It is mutually agreed the officer will be assigned to specific duties at the assigned school that most benefit the mission of the Police Department and School District, while not being contradictory to police procedure or policies of the Fairfield Township Police Department.

The officers shall also be supervised by the school Superintendent, or a designee, when serving in the capacity and performing duties as the school resource officer and Investigator; however, the officers' primary supervisor shall at all times be the Chief of Police of Fairfield Township.

- C. In the event that the detail requires a marked Fairfield Township Police Cruiser such as traffic control or paving details, the pay rate is \$10.00 per hour per unit to be paid regardless of holiday to Fairfield Township on a separate check or money order so that both the Board and Fairfield Township can verify the Cruiser was paid for.

- D. When requesting an off-duty detail, the Board agrees to discuss the off-duty detail and any special needs that may require a Fairfield Township Police Cruiser, or more than one officer to work the off-duty detail as to minimize risk to the public and officers. If the Chief of Police or designee (i.e. detail coordinator) feels that an abnormal level of risk is present, and the Board refuses to add the necessary officers or equipment to safely perform the off-duty detail, Fairfield Township has the right to refuse service without penalty.
- E. Notice of cancelation of the detail must be given within 8 hours of the scheduled off-duty detail date and time.
- F. The Board also agrees to carry the necessary insurance to provide for an injured officer (i.e. workman's compensation) as well as liability insurance with minimum limits of \$1 million. Board shall defend, indemnify and hold / save harmless Fairfield Township and its officers, employees, and representatives from and against any and all liability and expenses (including attorney's fees), damages, claims suits or liabilities of every kind, including, but not limited to: false arrest, detention, malicious prosecution; libel, slander, or defamation of character; violation of an individual's right of privacy; assault and or battery; discrimination; violation of civil rights; and any other liability arising out of or in any way related to the provision and performance of the police services to be provided. The Board shall have no obligation to defend, hold harmless or otherwise indemnify Fairfield Township that arise from negligent, reckless or willful acts or omissions by an officer that are outside of the scope of employment of the officer. In doing so Fairfield Township will not allow personnel that are newly appointed officers still in their field training to work off-duty details.
- G. The Township shall provide an invoice for the cost of the officer monthly to the Board. The Board will make such payment to the Township within thirty days of receipt of an invoice.

IN WITNESS WHEREOF, Fairfield Township and the Board, each by a duly authorized representative, have executed this agreement as of the day and date as set forth above.

FAIRFIELD TOWNSHIP

**BUTLER TECHNOLOGY AND CAREER
DEVELOPMENT SCHOOLS BOARD OF
EDUCATION**

Fairfield Township Chief of Police / Designee

President

Date

Date

Treasurer

Date