

Agreement

This agreement, entered into this _____ by and between the Village of North Baltimore, Wood County, Ohio, (hereafter referred to as "Village"), and the Board of Education of the North Baltimore Schools, Wood County, Ohio, (hereafter referred to as "Board"); **WITNESSETH:**

WHEREAS, the Board regularly schedules athletic contests and other events on school premises within the Village, with such events attracting large numbers of persons and which require security or police protection for crowd control, the safety of persons attending said events, and the protection of property owned by said Board; and

WHEREAS, in the past the Board has hired off-duty police officers to work as security officers at said events, but that said Board, having no expertise on matters of crowd control and police protective services, has determined that it would be in the best interest of the Board, to enter into a contract with the Village for police services at said events held within the Village, granting exclusive authority to the Chief of Police of the Village (the "Chief") to assign and station officers at said events.

NOW THEREFORE, it is mutually agreed and understood by and between the parties as follows:

Schedule of Events:

1. That the Board shall, as soon as possible, at or prior to the commencement of each school year, provide the Chief a complete schedule of an athletic contests and other events to be held within the Village at which police protection is desired, which schedule shall also include the location of said events, and the desired number of officers.
2. Should it be necessary or desirable on the part of the Board to schedule events not included in the list provided to the Chief, the Village and its Police Department shall be entitled to a minimum of twenty-one (21) calendar days' notice of the scheduling of said special events, the location of same, and the number of officers desired.

Notice to Police Chief:

3. From time to time the Superintendent of Schools (the "Superintendent") shall consult with the Chief in order that the Chief may be informed of any special problems that might be anticipated at any particular scheduled events, based on the Board's past experience, including, but not limited to those problems that may result from those unique or special rivalries that exist or may exist

between the North Baltimore Schools and certain other schools that regularly compete with the village.

Authority over Assignments:

4. The Chief or his authorized delegate shall have the exclusive authority to assign the officers of said scheduled events, and the exclusive authority to determine where said officers shall be stationed at said events and how said officers shall work said events, including, but not limited to a determination of whether said officers shall remain in a stationary location, patrol said event on foot, or operate from a motor vehicle at said events.

Authority to Enforce Laws:

5. An officer stationed at any of the events contemplated by the within agreement shall not have his/her statutory authority to enforce the laws of the State of Ohio and the Ordinances of the Village, including their right to make arrests and /or issue citations as appropriate as a result of assignments at said events. The ultimate authority to determine whether a violation has occurred and whether an arrest should be made or a citation should be issued rests with the officer on duty, their immediate supervisor, or the Chief.

Compensation:

6. The Board shall pay the officer \$100.00 per event for each officer working such event(s) as payment for services pursuant to the terms and provisions of the within agreement. The Board shall have no additional responsibility whatsoever for the payment of workmen's compensation, unemployment benefits, and retirement benefits, or any taxes required to be withheld by any taxing authority. The Village shall be responsible for payment of wages for work performed by each Officer.

Police Chiefs Authority:

7. That the Chief or the senior officer on duty shall have the exclusive right and authority or reassign any officers assigned to or stationed at any school should any emergency arise which, in the opinion of the Chief or the senior officer on duty requires the immediate response, assistance, or reassignment of any such officer. Should the scheduling of school events conflict with the scheduling of other events within the Village requiring the services of the Village police officers, the Chief shall have exclusive authority to determine how and by whom said events shall be covered and where said officers shall be assigned or stationed. If there are not sufficient numbers of officers available to cover a scheduled school event because of a conflict requiring police officers to be present elsewhere in the Village, the Chief shall notify the Board as soon as possible after said conflict in scheduling is

determined to exist. Further, in no event shall the Village, its police department, or any officer therein, be liable in damages to the Board or any of its employees, for failure to assign or a failure to answer any requests for service pursuant to this written agreement.

Insurance:

- 8. The Village, acknowledging that it has exclusive control over the assignment, stationing, and work performed by officers at said Board events, agrees to maintain adequate liability coverage on said officers.

Term:

- 9. This agreement shall be effective from August 1, 2026 to July 31, 2030. The agreement shall automatically renew for four (4) additional one year terms unless either party notifies the other in writing of their intent not to renew at least thirty (30) days prior to the beginning of the next one year renewal. Automatic renewal shall terminate on July 31, 2030.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES IN DUPLICATION ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

Signatures:

Chief of Police

Mayor

North Baltimore Schools Board President

North Baltimore Schools Superintendent

North Baltimore Schools Treasurer

Witness