AMENDING RESOLUTION NO. 1975-66 AND
APPROVING FORMS OF CONTRACT FOR
PROTECTIVE SECURITY SERVICE.

WHEREAS, Resolution No. 1975-66 adopted September 23, 1975, required the signatures of both the President and Vice-President of the Board of Trustees on contracts; and

WHEREAS, that resolution related to contracts with individual police officers only; and

WHEREAS, some municipal governments contract for the services of their police officers;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority:

Section 1. That Section 1 of Resolution No. 1975-66 be and it is hereby amended to allow the President or the Vice-President to enter into contracts and it is further amended to allow a contract a governmental entity acting on behalf of police officers.
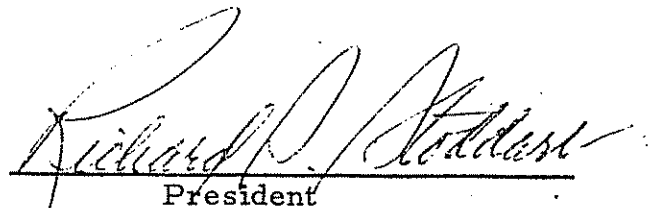
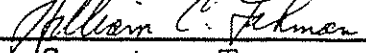Section 2. That amended Section 1 shall read as follows:

That the President or the Vice-President of the Greater Cleveland Regional Transit Authority Board of Trustees be and they are hereby authorized to enter into contracts, the form of which shall be subject to the approval of the Board, with individual police officers employed by public law enforcement agencies within Cuyahoga County after said officers have received permission of the appropriate Safety Directors, Police Chiefs, or other Supervisors of such public law enforcement agencies, or with the governmental entity acting on behalf of police officers, all to provide a protective service security system for the riding public and transit employees.

Section 3. That the form of the two agreements marked Exhibits 1 and 2 and attached hereto be and are hereby approved.

Section 4. That this resolution shall become effective immediately upon adoption.

Adopted: _____October 3_____, 1975   _____
                                                        President

Attest: _____
              Secretary-Treasurer

AGREEMENT

This agreement entered into this _____ day of _____,
19_____, by and between the City of East Cleveland and the __Regional Transit__
__Authority_____.

WITNESSETH:

WHEREAS, by Codified Ordinance 6010, Chapter 129.03, the City Manager of the City of East Cleveland is authorized and empowered to enter into written agreements with public or private organizations to assign police officers to special duties with such organizations, when , in the opinion of the City Manager and the Chief of Police, such duty serves the purpose of public safety, traffic control and public welfare.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. The Chief of Police of the City of East Cleveland shall assign police officers to duty at the __Rapid Transit System Property_____, and that such police officers shall at all times be under the control of said Chief of Police.

2. The uniform of the police officers so assigned shall be determined by the Chief of Police.

3. Said police officers shall be paid by the City of East Cleveland at the police overtime rate effective at the time of assignment.

4. The City of East Cleveland agrees to furnish police officers under the terms of this agreement, if and only if, police officers are available for such duty in the opinion of the Chief of Police of the City of East Cleveland.

5. Duties of any officers assigned shall be limited to the boundaries of the City of East Cleveland.

6. The __Regional Transit Authority_____ hereby promises and agrees to pay to the City of East Cleveland monies sufficient to cover the services performed by the police at the police overtime rate in effect at the time of such assignment, together with a fee for overhead in the sum of twenty percent (20%) per hour for each hour or part thereof of each police officer's service performed for the __Rapid Transit System Property_____. Bills for said services shall be submitted monthly and shall be due and payable within ten (10) days.

7. It is understood and agreed that police officers assigned under the terms of this agreement will be covered by Workmen's Compensation, paid on the officer's behalf by the City of East Cleveland.

8. It is understood and agreed that this agreement may be cancelled by either party by giving thirty (30) days' notice.

IN WITNESS WHEREOF the parties hereto have set their hands at East Cleveland, Ohio, this _____ day of _____, 19_____.

THE CITY OF EAST CLEVELAND

BY _____
.City Manager

BY _____

Approved as to form:

_____
Director of Law

EXHIBIT 1

AGREEMENT

THIS AGREEMENT, made by and between _____

_____, hereinafter referred to as a "Security Officer",

and the Greater Cleveland Regional Transit Authority, by and through its

President or Vice President and pursuant to Resolution No. 1975-66,

adopted September 23, 1975 and amended October 3, 1975.

WITNESSETH THAT:

The security officer agrees to serve as a guard for the Authority's

passengers and property, and perform duties similar in nature to those of

a municipal police officer on all of the property, vehicles, premises and

buildings owned by or under the jurisdiction and control of the Authority. The

officer agrees to render these services at the time and place directed by the

Authority's _____. Further, the officer warrants that he has

successfully completed all necessary training required by state law to serve

as a police officer, and further that he has obtained permission from his

Safety Director, Chief of Police, or other Supervisor as appropriate.

The officer shall provide his own clothing and equipment, including

firearm, if required.

The term of this contract shall be subject to the satisfactory perform-

ance by the security officer as determined by the Authority and is subject

to immediate cancellation by the Authority. The security officer shall have

the power to terminate this agreement upon the transmission of written

notice to RTA of intention to cancel ten (10) days prior to the effective date

of such cancellation.

The Authority agrees to pay the rate of_____per hour

for security services.

IN WITNESS THEREOF, the parties hereto have placed their

hands, this _____ day of _____, 1975.

Attest:

_____
Officer

GREATER CLEVELAND
REGIONAL TRANSIT AUTHORITY

_____

By_____

Its_____