

First Reading: June 18, 2009
Second Reading: Dispensed

RESOLUTION NO. 2009 - 78

A RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH THE HAMILTON COUNTY SHERIFF'S OFFICE FOR ADDITIONAL POLICE SERVICES, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY

WHEREAS, the Board of Township Trustees of Sycamore Township desires to amend its contract with the Hamilton County Sheriff for the provision of additional police services in Sycamore Township;

NOW THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Sycamore Township, State of Ohio:

SECTION 1. The attached Amendment #1 to the contract with the Hamilton County Sheriff's Office is hereby approved and the President of the Board, Fiscal Officer and Township Administrator are hereby authorized and directed to execute the contract on behalf of the Board.

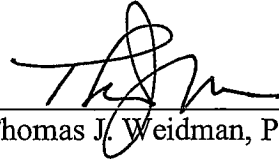
SECTION 2. The Trustees of Sycamore Township upon at least a majority vote do hereby dispense with the requirement that this resolution be read on two separate days, and hereby authorize the adoption of this resolution upon its first reading.

SECTION 3. Upon the unanimous vote of the Sycamore Township Trustees, this Resolution is hereby declared to be an emergency measure necessary for immediate preservation of the public peace, health, safety and welfare of Sycamore Township. The reason for the emergency is to provide for the immediate implementation of additional police services in Sycamore Township.

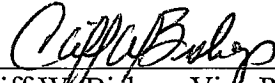
VOTE RECORD:

Mr. Bishop YES Mr. Kent YES Mr. Weidman YES

Passed at a meeting of the Board of Township Trustees of Sycamore Township this 18th day of June, 2009.



Thomas J. Weidman, President



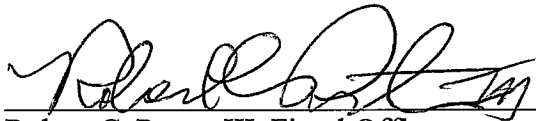
Cliff W. Bishop, Vice President



Richard C. Kent, Trustee

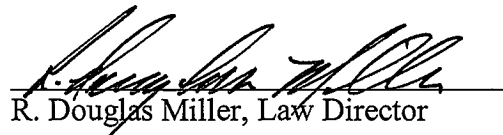
AUTHENTICATION

This is to certify that this resolution was duly passed and filed with the Township Fiscal Officer of Sycamore Township this 18th day of June, 2009.



Robert C. Porter III, Fiscal Officer
Sycamore Township, Ohio

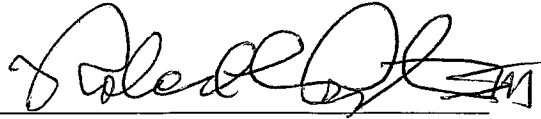
APPROVED AS TO FORM:



R. Douglas Miller, Law Director

PROOF OF PUBLICATION

I hereby certify that I have published this Resolution on June 22, 2009 by
posting in five public places as established by the Board of Township Trustees.

A handwritten signature in black ink, appearing to read "Robert C. Porter III", written over a horizontal line.

Robert C. Porter III, Fiscal Officer

ADDENDUM #1

**CONTRACT FOR POLICING SERVICES
FOR SYCAMORE TOWNSHIP, HAMILTON COUNTY, OHIO**

As evidenced by signatures of Sheriff Simon L. Leis, Jr., Hamilton County Sheriff's Office, and Sycamore Township Trustees Richard Kent, Thomas Weidman and Clifford Bishop and Sycamore Township Law Director R. Douglas Miller, the Hamilton County Sheriff's Office, hereinafter referred to as "SHERIFF", and the Board of Township Trustees of Sycamore Township, Hamilton County, Ohio, hereinafter referred to as "TOWNSHIP", entered into a contract (the Initial 2008 Contract) for the four-year term from January 1, 2008 through December 31, 2011.

WITNESSETH:

WHEREAS, the Initial 2008 Contract, at Section 1, entitled "Scope of Services", sets forth the Sheriff's Office manpower staffing levels as agreed upon by the parties; and

WHEREAS, the SHERIFF and the TOWNSHIP now wish to amend the Initial 2008 Contract, as evidenced by the signatures affixed hereto, by adding the additional provisions, designated as Addendum #1, to Section 1 and to Exhibit A of the Initial 2008 Contract, and as fully described below; and,

WHEREAS, Addendum #1 is hereby added to and made a part of the Initial 2008 Contract,

NOW THEREFORE, BE IT AGREED by and between SHERIFF and TOWNSHIP as follows:

1. Section 1.2 of the Initial 2008 Contract provided that the SHERIFF would provide one (1), eight (8) hour per day, forty (40) hours per week, Crime Prevention/Drug

Abuse Resistance Education (D.A.R.E.) Officer to the unincorporated area of Sycamore Township, Hamilton County, Ohio to keep the peace, protect property, and perform other necessary police functions in the Township as coordinated by the Sheriff and the Township, and that when this officer, with the rank of Corporal, is on vacation, sick leave, leave of absence, training days and /or off days, this position would not be filled. SHERIFF and TOWNSHIP now agree that this position as described in the Initial 2008 Contract shall be eliminated and replaced by one (1), eight (8) hour per day, forty (40) hours per week Liaison Officer, with the rank of Lieutenant, to serve as liaison between the SHERIFF and all Township entities, to keep the peace, protect property, and perform other necessary police functions in the Township as coordinated by the Sheriff and the Township, and that when this Liaison Officer was on vacation, sick leave, leave of absence, training days and/or off days, this position shall not be filled, except the position will be filled by other personnel if such absence exceeds thirty days.

2. Section 1.4 of the Initial 2008 Contract provided that the number of deputies required to fulfill the provisions of the Initial 2008 Contract was seventeen (17), including four (4) deputies with the rank of corporal and thirteen deputies with the rank of patrol officer. SHERIFF and TOWNSHIP now agree that the number of deputies required to fulfill the provisions of the Initial 2008 Contract and this Addendum #1 remains at seventeen (17), and will now include one (1) deputy at the rank of lieutenant, three (1) deputies at the rank of corporal and thirteen (13) deputies at the rank of patrol officer. SHERIFF and TOWNSHIP agree that Appendix A of this Addendum supplements the document designated as Exhibit A of the Initial 2008 Contract and entitled "Sheriff's Estimate of Expenses, Hamilton County Sheriff's Contract Service" which was attached to the Initial 2008 Contract and intended to reflect a current rate of pay for officer services referred to in the Contract.

3. SHERIFF and TOWNSHIP agree all other provisions of the Initial 2008 Contract, including, but not limited to, the provisions guaranteeing the patrolling of non-contract deputies in the township, remain in full force and effect, and that the provisions contained in this Addendum represent the only changes made to the Initial 2008 Contract between the parties thereto, and that any desired further changes to the Initial 2008 Contract, or to Addendum #1, must be made and specified in writing on a separate document, and signed by the parties hereto.

4. SHERIFF and TOWNSHIP agree that the provisions contained in this Addendum shall become effective as of the latest date indicated by the signatories hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date or dates set opposite their respective signatures.

 SIMON L. LEIS, JR., HAMILTON COUNTY SHERIFF DATE

BOARD OF TOWNSHIP TRUSTEES OF
 SYCAMORE TOWNSHIP

 RICHARD KENT, Trustee DATE

 THOMAS WEIDMAN, Trustee DATE

 CLIFFORD BISHOP, Trustee DATE

 R. DOUGLAS MILLER, Law Director
 (Approved as to form) DATE

**SYCAMORE TOWNSHIP
CLERK'S CERTIFICATE
R.C. 5705.41 (D) (1)**

IT IS HEREBY CERTIFIED that the amount required to meet the obligation under the attached contract or order (or, if this is a continuing contract, to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made) has been lawfully appropriated for such purpose and is in the Treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Date: _____, 2009

Fiscal Officer, Sycamore Township



SEAN D. DONOVAN
CHIEF DEPUTY

SIMON L. LEIS, JR.
SHERIFF
HAMILTON COUNTY, OHIO

JUSTICE CENTER
ROOM 110
1000 SYCAMORE STREET
CINCINNATI, OHIO 45202-1336
(513) 946-6400



ADMINISTRATIVE FAX
513-946-6402

APPENDIX A
HAMILTON COUNTY SHERIFF'S CONTRACT SERVICE
SYCAMORE TOWNSHIP, HAMILTON COUNTY, OHIO

SALARY	One (1) Lieutenant	@	\$76,855.74	\$76,855.74
HOLIDAY PAY	1 x 120 Hours Per Year	@	36.94	4,432.80
OVERTIME	1 x 50 Hours Per Year	@	55.41	<u>2,770.50</u>
				\$84,059.04
RETIREMENT (P.E.R.S.)				\$14,037.86
WORKERS COMPENSATION				134.49
SICK LEAVE RETIREMENT				546.38
UNEMPLOYMENT COMPENSATION				33.62
HOSPITAL CARE				<u>9,478.60</u>
				\$24,230.95
TOTAL PERSONNEL CHARGES				\$108,289.99

COL. RAMON HOFFBAUER
PATROL DIVISION
PHONE: 825-1500
FAX: 595-8526

MAJOR JAMES R. DATTILO
RECORDS DIVISION
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FAX: 946-6229

JOSEPH M SCHMITZ
DIRECTOR OF CORRECTIONS
PHONE: 946-6600
FAX: 946-6616

MAJOR KEITH R. GROPE
ORGANIZED CRIME DIVISION/RENU
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FAX: 352-4828

MAJOR DALE MENKHAUS
COURT SERVICES DIVISION
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FAX: 946-5321

MAJOR H. BRUCE KNOX
TECHNOLOGY / INTEGRITY DIVISION
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FAX: 946-6655

CAPTAIN LLOYD R. ZOELLNER
CRIMINAL INVESTIGATION SECTION
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CONNIE M. BERNARD
FISCAL OFFICER
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