

First Reading: June 5, 2012
Second Reading: Dispensed

RESOLUTION NO. 2012 - 49

A RESOLUTION AUTHORIZING 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 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 contract with the Hamilton County Sheriff's Office is hereby approved and the President of the Board, or Township Administrator are hereby authorized and directed to execute the contract on behalf of the Board.

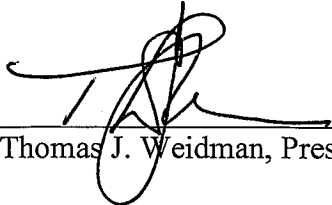
SECTION 2. The Trustees of Sycamore Township upon at least a majority vote do hereby dispense with the requirement that this resolution be read on two separate days, and hereby authorize the adoption of this resolution upon its first reading.


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 AYE Mr. Connor AYE Mr. Weidman AYE

Passed at a meeting of the Board of Township Trustees of Sycamore Township this 5th day of June, 2012.



Thomas J. Weidman, President


Cliff W. Bishop, Vice President

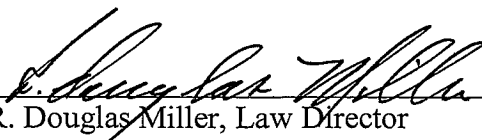

Dennis W. Connor Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed and filed with the Township Fiscal Officer of Sycamore Township this 5th day of June, 2012.


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

APPROVED AS TO FORM:


R. Douglas Miller, Law Director

AGREEMENT FOR POLICE PROTECTION SERVICES

This Agreement for Police Protection Services (“Agreement”) is made this _____ day of April, 2012, pursuant to the laws of the State of Ohio, by and between the Sheriff of Hamilton County, Ohio (“Sheriff”), the Board of County Commissioners of Hamilton County, Ohio (“Board”), and the Board of the Township Trustees of Sycamore Township, Hamilton County, Ohio (“Township”).

RECITALS

WHEREAS, the Township shall pursuant to Section 504.16 of the Ohio Revised Code, provide police protection services for the Township; and

WHEREAS, the Township may pursuant to Section 505.50 of the Ohio Revised Code, contract with the Sheriff and the Board for police protection services; and

WHEREAS, the Sheriff may pursuant to Section 311.29 of the Ohio Revised Code, enter into a contract with the Township to render police protection services and the Township shall reimburse Hamilton County, Ohio, for the costs incurred by the Sheriff for such police protection services; and

WHEREAS, the Sheriff, the Board and the Township, pursuant to Section 311.29 and Section 505.50 of the Ohio Revised Code, desire to enter into such an agreement for police protection services.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I. Responsibilities of the Hamilton County Sheriff’s Office

- 1.1 The Sheriff will provide the number of patrol officers specified on Exhibit A of the Agreement (the “Township Patrol Officers”) which is incorporated by reference to Sycamore Township in Hamilton County, Ohio. These patrol officers will provide patrol service to Sycamore Township in a Sheriff’s vehicle, to keep the peace, protect property, and perform other necessary police functions in Sycamore Township as coordinated by the Sheriff and Sycamore Township.
- 1.2 The Township Patrol Officers, the scheduling of the Township Patrol Officers, and equipment provided, herein, will, at all times, be under direct supervision of the Sheriff, and subject to the rules, regulations and policies of the Sheriff, and the laws of the State of Ohio and the United States.
- 1.3 The Sheriff and the Township may agree to additional Township Patrol Officers and the hours of service to meet the needs of the Township. The

Township will be required to reimburse Hamilton County for any additional Township Patrol Officers as set forth in Paragraph 2.1.4.

- 1.4 The Sheriff is responsible for expenses incurred by the Township Patrol Officers for firearm range programs, uniforms (new and replacements), training and education courses, pursuant to Section 311.29(D) of the Ohio Revised Code, and miscellaneous expenses associated with the Township Patrol Officers.
- 1.5 The Sheriff will continue to provide at no cost to the Township, Administrative / Support Services to include but not limited to Criminal Investigation Section, Organized Crime / RENU, Auto Accident Investigation, Bomb Squad and Helicopter assistance.
- 1.6 The Sheriff and County will be responsible for the acts and omissions of the Township Patrol Officers provided for herein as well as any patrol officers provided by the Sheriff or County to Sycamore township that are not provided under the terms of the Agreement (the "County Patrol Officers") including any damages or other relief awarded to any third party pursuant to a claim filed against the Sheriff, the County, or one of its officers. The Sheriff and the County shall not be responsible for any damages or other relief, including the costs of any defense, awarded to any third party pursuant to a claim filed against the Township for any acts or omissions of the Township or any Township official, employee, or agent.
- 1.7 The Township will be responsible for dispatch charges incurred by Township Patrol Officers. The Sheriff or the County will be responsible for dispatch charges incurred by any County Patrol Officers provided by the Sheriff or the County to Sycamore Township .

ARTICLE II. Responsibilities of Sycamore Township

Personnel Expenses: The Township shall reimburse the Sheriff for all personnel expenses and vehicle and equipment expenses incurred in providing Township Patrol Officers, as set forth and subject to the limits set forth below:

- 2.1 Sycamore Township is responsible for costs of sixteen (16) Township Patrol Officers and vehicle costs as previously contracted for or as otherwise mutually agreed to at the rates set forth below.
 - 2.1.1 For the Initial Period of April 1, 2012 through March 31, 2013 (the "Initial Period"), and subject to changes in the collective bargaining agreement that include Township Patrol Officers, the Sheriff shall bill and the Township shall pay no more than an annual rate of \$69,187 per patrol officer employed in the Township, including salary and for all of the fringe expenses as

detailed below. This amount includes the Township share of vehicle and equipment expenses.

2.1.2 For the Second Period of April 1, 2013 through March 31, 2014 (the "Second Period"), and subject to changes in the collective bargaining agreement that include Township Patrol Officers the Sheriff shall bill and the Township shall pay no more than \$75,143 per patrol officer employed in the Township, including salary and for all of the fringe expenses as detailed below. This amount includes the Township share of vehicle and equipment expenses.

2.1.3 For the Final Period of April 1, 2014 through March 31, 2015 (the "Final Period"), and subject to changes in the collective bargaining agreement that include Township Patrol Officers the Sheriff shall bill and the Township shall pay no more than \$81,099 per patrol officer employed in the Township, including salary and for all the fringe expenses as detailed below. This amount includes the Township share of vehicle and equipment expenses.

2.1.4 The Township may reduce the number of Township Patrol Officers at any time by giving sixty (60) days written notice to the Sheriff. The Township may increase the number of Township Patrol Officers by making such a request to the Sheriff. In that event, the Sheriff shall provide such Township Patrol Officers as soon as reasonably practicable, subject to the timing request of the Township. In the event that the Township requests additional patrols, the cost to the Township for each additional Township Patrol Officer shall be fifty percent (50%) of the amount set forth in Paragraphs 2.1.1, 2.1.2, or 2.1.3 depending on the Period during which the additional Township Patrol Officers are provided by the Sheriff. By way of example only, if the Township requests an additional Township Patrol Officer during the Second Period, the cost to the Township for that additional Township Patrol Officer shall be \$40549.50. The Sheriff and the County shall be responsible for any other costs incurred with regard to the additional Township Patrol Officer.

2.1.5 The Township will be responsible for the pro-rated increased amount designated in the Second Period and Final Period. These amounts include the actual average base salary of a patrol officer as of December 26, 2011 of \$55,858.00 and the actual average fringe cost of \$31,196.69 pro-rated over the number of periods. This fringe cost includes those fringe items listed above in the initial period in addition to:

2.1.5.1 Vacation Leave

- 2.1.5.2 Sick Leave
- 2.1.5.3 Holiday Leave
- 2.1.5.4 Personal Leave.

ARTICLE III. Joint Responsibility of Parties, Hamilton County Sheriff's Office and Sycamore Township

- 3.1 Vehicles: The Sheriff will provide the number of patrol cruisers and other vehicles as set forth in Exhibit A. Subject to a change in the number of Township Patrol Officers under Section 2.1.4, there will be no change in the number of patrol cruisers and other vehicles currently provided by the respective parties to provide police protection services until April 1, 2015. Until that date, April 1, 2015, the Sheriff shall be responsible for all vehicle maintenance, repair, etc., with the exception of parts and fuel. In the event a vehicle used in the fulfillment of this contract is destroyed or otherwise must be replaced, it is the responsibility of the party who has provided that vehicle to replace it.
- 3.2 For the period of April 1, 2012 through March 31, 2015, Hamilton County will provide the following expenses for police protection services:
 - 3.2.1 Professional Liability Insurance for all patrol officers
 - 3.2.2 Automobile Liability for all patrol cruisers and other vehicles titled in the name of Hamilton County, Ohio
 - 3.2.3 Workers' Compensation coverage for all costs, expenses, compensation and medical reimbursements for all patrol officers

ARTICLE IV. Terms of Payment

- 4.1. The Sheriff shall submit to the Township, on a monthly basis, an invoice certifying the amount due to the Sheriff for police protection services provided and expenses incurred as provided in Article II and Article III of this Agreement. At least sixty (60) days prior to the onset of the Second Period and the Final Period, the Sheriff shall make a reasonable estimate and give notice to the Township of the personnel, salaries, other compensation, additional benefits, reimbursable expenses, vehicle expenses, professional liability expenses and other expenses incurred in providing police protection services. Township acknowledges that this reasonable estimate is intended to assist the Township, and in no way will

the estimate limit or control the amount of expenses billed to and due from the Township.

- 4.2. The Township shall make payment to the Sheriff within thirty (30) days of the receipt of the Sheriff's invoice.

ARTICLE V. Term of the Agreement

- 5.1. This Agreement shall commence on April 1, 2012, and shall continue through March 31, 2015, regardless of the date of execution of this Agreement.

ARTICLE VI. Termination of the Agreement

- 6.1. This Agreement may be terminated by either the Board, the Sheriff or the Township upon one hundred eighty (180) days prior written notice to the other parties.

ARTICLE VII. Notices

- 7.1. All notice provided for in this Agreement shall be in writing and shall be deemed to have been properly given (a) upon receipt if delivered in person or by a nationally recognized overnight courier service, sent by electronic facsimile with receipt confirmed, or (b) as of the third business day after being sent by registered mail or certified mail, return receipt requested, through the United States Postal Service, or (c) by such other method agreed upon in advance by the parties. Unless otherwise agreed upon in advance by the parties, notice shall be addressed as follows:

If to the Sheriff: Sheriff Hamilton County, Ohio
Hamilton County Justice Center
1000 Sycamore Street, Room 110
Cincinnati, Ohio 45202
Fax: (513) 946-6402

With a copy to: Col. Ramon J. Hoffbauer
Hamilton County Sheriff Patrol Division
11021 Hamilton Avenue
Cincinnati, Ohio 45231
Fax: (513) 595-8517

If to the Board: Board of County Commissioners
of Hamilton County, Ohio
138 East Court Street, Rm. 600
Cincinnati, Ohio 45202
Fax: (513) 946-

If to the Township: Sycamore Township Administrator
8540 Kenwood Road
Cincinnati, Ohio 45236

Fax: (513) 792-8564

IN WITNESS WHEREOF, the parties have signed this Agreement by their authorized representatives on the date first written above.

SHERIFF, HAMILTON COUNTY, OHIO

BOARD OF COUNTY
COMMISSIONERS OF
HAMILTON COUNTY, OHIO

By: _____

By: _____

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

BOARD OF TRUSTEES OF
SYCAMORE TOWNSHIP

By: Bruce A. Raabe

Print Name: BRUCE A. RAABE

Approved as to Form:

Approved as to Form:

By: _____

By: _____

Print Name: _____
Assistant Prosecuting Attorney,
Hamilton County, Ohio

Print Name: R. Douglas Miller
Sycamore Law Director

exhibit a

**HAMILTON COUNTY SHERIFF'S OFFICE RESPONSIBILITIES FOR
TOWNSHIP PATROL OFFICERS**

HAMILTON COUNTY SHERIFF / SYCAMORE TOWNSHIP

Subject to the terms of the Agreement, the Sheriff shall provide the following number of Township Patrol Officers and patrol vehicles as described below to the Township:

Number of Patrol Officers: 16

Vehicles, Radios, Weapons: Sheriff will provide these items in sufficient number to allow all assigned deputies to provide complete service.