

First Reading: April 2, 2015
Second Reading: Dispensed

RESOLUTION NO. 2015 - 40

A RESOLUTION AUTHORIZING A CONTRACT WITH THE HAMILTON COUNTY SHERIFF'S OFFICE FOR ADDITIONAL POLICE SERVICES AND DISPENSING WITH A SECOND READING

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 and the Fiscal Officer or the 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 any requirement that this resolution be read on two separate days, and hereby authorize the adoption of this resolution upon its first reading.

SECTION 3. This Resolution shall take effect on the earliest date allowed by law.


VOTE RECORD:

Mr. Bishop Aye

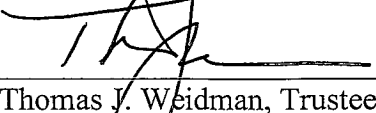
Mr. Connor Aye

Mr. Weidman Aye

Passed at a meeting of the Board of Township Trustees of Sycamore Township this 2nd day of April, 2015.


Dennis W. Connor, President


Cliff W. Bishop, Vice President


Thomas J. Weidman, Trustee

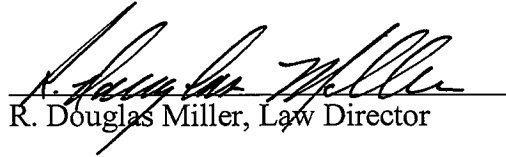
AUTHENTICATION

This is to certify that this resolution was duly passed and filed with the Township Fiscal Officer of Sycamore Township this 2nd day of April, 2015.



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 as of the 1st day of April, 2015, 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 Township Trustees of Sycamore Township, Hamilton County, Ohio (“Township”).

RECITALS

WHEREAS, pursuant to Section 504.16 of the Ohio Revised Code, the Township may obtain police protection services for the Township on a regular basis by contract pursuant to Sections 311.29, 505.43, or 505.50 of the Ohio Revised Code; and

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

WHEREAS, pursuant to Section 311.29 of the Ohio Revised Code, the Sheriff may 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 providing 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, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and 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 (“Officers”) specified on Exhibit A to this Agreement to provide police protection services in Sycamore Township. Said Exhibit A is by this reference incorporated herein. The Officers will provide patrol services within Sycamore Township in a Sheriff’s vehicle (as set forth in Exhibit “A”) to keep the peace, protect property, and perform other necessary police functions in Sycamore Township. The Sheriff will provide radios, weapons and uniforms in sufficient number to allow all Officers to provide complete service.
- 1.2 The Officers, the training and scheduling of the Officers, and equipment required 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. The Officers shall at all times remain employees of the Sheriff.

- 1.3 The Sheriff and the Township may agree to the provision of additional Officers (“Additional Officers”) and the hours of their service to meet the needs of the Township. The Township will reimburse Hamilton County for the cost associated with any additional Officers on the same basis as the Township reimburses Hamilton County for the cost associated with Officers.
- 1.4 The Sheriff is responsible for expenses incurred by all Officers for 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 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 (in addition to any separate contract between the parties for supplemental RENU services), Auto Accident Investigation, Bomb Squad and Helicopter assistance.
- 1.6 The Sheriff and County shall be responsible for the acts and omissions of their Officers provided for herein, 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 County shall be responsible for the costs of their own defense.

ARTICLE II. Responsibilities of Sycamore Township

Personnel Expenses: The Township shall reimburse the Sheriff for personnel expenses (to be calculated on an hourly basis), including salary, fringe expenses, and overtime, incurred in providing those Officers indicated on Exhibit A, subject to changes in the collective bargaining agreement for Officers. The Township shall not be responsible for personnel expenses attributable to the relief factor or for any overtime expenditures caused by manpower shortages.

- 2.1 Sycamore Township is responsible for the costs associated with Thirteen and six tenths (13.6) Patrol Officers.

One of the patrol officers will work eight and a half (8.5) hours per day, four days on two days off, to provide “power shift” patrols exclusively in the Township to keep the peace, protect property, and perform other necessary police functions in the Township, exclusively to Sycamore Township during those periods listed above. When the officer is on vacation, sick leave, leave of absence, training days and/or off-days, the position will not be filled. In addition, the Officers’ hours of work and/or work days in the Township may be adjusted by the Sheriff to address operational needs of the Sheriff’s office and/or the Township, provided that the weekly hours of work within the Township over the course of each month will average forty (40).

The remaining twelve and six tenths (12.6) patrol officers will provide three (3) patrol units twenty-four (24) hours per day, seven (7) days per week, 365 days per year to Sycamore Township. These units will provide patrol service to keep the peace, protect property, and perform other necessary police functions in the Township, exclusively to Sycamore Township during those periods of assignment to the Township, and shall provide such patrol service in Sheriff's vehicles marked "Sycamore Township."

The Sheriff, at no cost to the Township, agrees to provide Sycamore Township with a Lieutenant who serves as District 3 Commander, and the Sheriff agrees to confer with the Township Administrator prior to reassigning said officer to another jurisdiction.

- 2.2 The costs associated with the Officers payable by the Township shall be subject to changes in the Collective Bargaining Agreement for the Officers.
- 2.3 The Township may reduce the number of Officers provided for in Exhibit A at any time during the term of this Agreement upon 90 days written notice to the Board and the Sheriff.
- 2.4 The parties agree that if townships other than Sycamore, Whitewater, Crosby and Harrison Townships are charged for the provision of police services at a rate that is not commensurate with the rate charged to Sycamore Township, then the Township may terminate this Agreement upon 90 days written notice to the Board and the Sheriff.

ARTICLE III. Joint Responsibility of the Parties

- 3.1 Vehicles: The Sheriff and Township will provide the number of patrol cruisers and other vehicles as set forth in Exhibit A, unless during the term of the Agreement, the Sheriff and the Township agree in writing to a different number of vehicles. The Sheriff shall be responsible for all vehicle maintenance and repair, etc. The Township shall pay for all parts and fuel for Township owned vehicles. The Township, however, may outsource maintenance work on Township-owned vehicles at its own expense. In the event a vehicle used in the fulfillment of this Agreement is destroyed or otherwise must be replaced it is the responsibility of the party who has provided that vehicle to replace it.
- 3.2 The Sheriff will provide and the Sheriff and Board agree that Hamilton County will pay for the following additional expenses of police protection services:
 - 3.2.1 Professional Liability Insurance for all Sheriff's employees providing police protection services in Sycamore Township under this Agreement.
 - 3.2.2 Automobile Liability Insurance for all patrol cruisers and other vehicles provided hereunder by the Sheriff.

- 3.2.3 Workers' Compensation coverage for all costs, expenses, compensation and medical reimbursements for all Sheriff's employees providing police protection services in Sycamore Township under this Agreement.

ARTICLE IV. Terms of Payment and Reports

- 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 of this Agreement. The Sheriff will provide a monthly report to the Township of the Sheriff's patrol activities in Sycamore Township and such other reports related to the Sheriff's activities in Sycamore Township as may be requested by the Township Administrator on a periodic basis.
- 4.2 The Township shall make payment to the Hamilton County Treasurer by delivering payment to the Sheriff within forty-five (45) days of the receipt of the Sheriff's invoice.

ARTICLE V. Term of the Agreement

- 5.1 This Agreement shall commence on April 1, 2015, regardless of the date of execution of this Agreement, and shall terminate on March 31, 2018, unless the Agreement is renewed as provided herein.
- 5.2 This Agreement may be renewed for a term of one (1) subsequent year beginning March 31, 2018, by mutual written agreement of the parties. The Township shall notify the Sheriff and the Board in writing ninety (90) days before the end of the term of the Agreement that the Township intends to renew the Agreement for a term of one (1) subsequent year.

ARTICLE VI. Termination of the Agreement

- 6.1 This Agreement may be terminated by any of the Board, the Sheriff or the Township upon one hundred eighty (180) days prior written notice to the other parties, except as otherwise provided in Section 2.4 of this Agreement.

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, 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
- With a copy to: Major Mike Horton
Hamilton County Sheriff Enforcement Division
1000 Sycamore Street, Room 110
Cincinnati, Ohio 45202
- If to the Board: Board of County Commissioners
of Hamilton County, Ohio
138 East Court Street, Rm. 600
Cincinnati, Ohio 45202
- If to the Township: Board of Township Trustees
of Sycamore Township, Ohio
c/o Sycamore Township Administrator
8540 Kenwood Road
Sycamore Township, OH 45236

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: _____

Title: _____

By: _____

BOARD OF TOWNSHIP TRUSTEES OF
SYCAMORE TOWNSHIP

By: _____

Greg Bickford
Township Administrator
(Resolution No. _____)

Approved as to Form:

Approved as to Form:

Assistant Prosecuting Attorney,
Hamilton County, Ohio

Law Director
Sycamore Township, Ohio

EXHIBIT A

**HAMILTON COUNTY SHERIFF'S OFFICE
RESPONSIBILITIES FOR OFFICERS
AND PATROL CRUISERS AND OTHER VEHICLES**

HAMILTON COUNTY SHERIFF / SYCAMORE TOWNSHIP

Subject to the terms of the Agreement, the Sheriff shall provide the following number of Officers as described below to provide police protection services exclusively in the Township:

Thirteen and six tenths (13.6) Patrol Officers which provides three (3) 24 hour, 7 day a week, 365 days per year coverage plus one (1) power shift as set forth in paragraph 2.1.

Subject to the terms of the Agreement, the Township shall provide fourteen (14) patrol cruisers to provide police protection services exclusively in Sycamore Township and the Sheriff shall provide the remaining number of patrol cruisers and other vehicles required to provide police protection services in the Township.