

RESOLUTION 23 – 44, 2023
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO

AUTHORIZING TOWNSHIP ADMINISTRATOR TO ENTER INTO AND APPROVING CONTRACT FOR POLICE PROTECTION SERVICES WITH HAMILTON CO. SHERIFF AND HAMILTON COUNTY BOARD OF COMMISSIONERS FOR JANUARY 1, 2024 THROUGH DECEMBER 31, 2026, AND DISPENSING WITH THE SECOND READING

WHEREAS, police protection services are necessary and benefit all residents of and businesses within Columbia Township, Hamilton County; and

WHEREAS, the Township, the Board of Hamilton County Commissioners, and the Hamilton County Sheriff, pursuant to Sections 311.29, 503.43, 504.16, and 505.50 of the Ohio Revised Code, may enter into this agreement for police protection services on a regular basis; and

WHEREAS, the Township has previously (and successfully) contracted with the Board and the Sheriff for police protection services in the Township; and

WHEREAS, the Township has determined it will make available funds to provide these police protection services, through current and future levies and general funds, for the three-year Agreement for Police Protection Services 2024-2026 ("Agreement"). As detailed in the attached Agreement, the costs for Enforcement Patrol Deputies are:

Enforcement Patrol Deputies

Total	\$3,742,033.01	2024	\$1,189,223.60
		2025	\$1,245,272.54
		2026	\$1,307,536.87

WHEREAS, the Agreement also requires that the Township provide, at its own additional cost, patrol vehicles, vehicle fuel and liability insurance, enforcement equipment and other costs as outlined; and

WHEREAS, the Board of Trustees, upon majority vote, hereby dispenses with the requirement that this Resolution be read on two separate days, and hereby authorizes the adoption of this Resolution upon its first reading.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees, for the benefit and welfare of Columbia Township and its citizens, hereby approves the contract with the Hamilton County Board of County Commissioners and the Hamilton County Sheriff for police protection services for January 1, 2024 through December 31, 2026, entitled "Agreement for Police Protection Services," with periodic reviews of actual expenses and appropriate adjustments during the course of the agreement (contract provided in Exhibit A).

Passed this 28th day of NOVEMBER, 2023

RESOLUTION 23 – 44, 2023
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO

Motion to accept Resolution made by: Mr./Mrs. KUBICKI

Seconded by: Mr./Mrs. LAMAR

VOTE:

TRUSTEE	Voting	Signature	Date
David Kubicki, President	<u>yes</u>	<u>[Signature]</u>	<u>11.28.23</u>
Brian Lamar, Vice-President	<u>yes</u>	<u>[Signature]</u>	<u>11.28.23</u>
Susan Hughes, Trustee	<u> </u>	<u> </u>	<u> </u>
ATTEST: Caroline Heekin, Fiscal Officer		<u>Caroline B. Heekin</u>	<u>11/28/23</u>

Refer to Attachment A - Next Page

Passed this 28TH day of NOVEMBER, 2023

AGREEMENT FOR POLICE PROTECTION SERVICES

This Agreement for Police Protection Services ("Agreement") is made as of the 1st day of January, 2024, 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 Columbia 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 shall provide the number of Enforcement Patrol Deputies (hereinafter "Enforcement Patrol Deputies") to fulfill the following beats to be compensated by Columbia Township; two (2) 24-hour per day 7 days per week beats. These Enforcement Patrol Deputies shall provide patrol services within Columbia Township in a Sheriff's vehicle marked "Columbia Township" to keep the peace, protect property, and perform other necessary police functions in Columbia Township. All parties agree that, at the Sheriff's discretion, one or more additional, on-duty Enforcement Patrol Deputies may temporarily respond into the Township to assist Enforcement Patrol deputies assigned to the Township under this agreement. All parties agree that Enforcement Patrol Deputies that respond into the Township to engage in law enforcement activities are subject to the terms of this agreement. However, these temporary Enforcement Patrol Deputies are provided to the Township for no additional cost.

- 1.2 The Sheriff, at no cost to the Township, agrees to provide Columbia Township with a Lieutenant who serves as District 4 Commander, and the Sheriff agrees to confer with the Township Administrator prior to reassigning said officer to another jurisdiction.
- 1.3 The Enforcement Patrol Deputies, the training and scheduling of the Enforcement Patrol Deputies, and equipment required herein, shall, 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 Enforcement Patrol Deputies shall at all times remain employees of the Sheriff.
 - 1.3.1 The Sheriff shall determine appropriate staffing levels necessary to provide police services under this agreement. All parties agree that, at the Sheriff's discretion, one or more additional, on-duty Enforcement Patrol Deputies may respond into the Township to assist Enforcement Patrol Deputies assigned to the Township under this agreement. All parties agree that Enforcement Patrol Deputies that respond into the Township to engage in law enforcement activities are subject to the terms of this agreement.
- 1.4 The Sheriff and the Township may agree to the provision of additional Enforcement Patrol Deputies and the hours of their service to meet the needs of the Township. The Township shall reimburse Hamilton County for the cost associated with any additional Enforcement Patrol Deputies on the same basis as the Township reimburses Hamilton County for the cost associated with Enforcement Patrol Deputies.
- 1.5 The Sheriff shall provide and the Sheriff and Board agree that Hamilton County shall pay for the following additional expenses of police protection services:
 - 1.5.1 Professional Liability Insurance for all Sheriff's employees providing police protection services in Columbia Township under this Agreement.
- 1.6 The Sheriff shall provide radios and weapons in sufficient number to allow all Enforcement Patrol Deputies to provide complete service. The Sheriff is responsible for expenses incurred by his Enforcement Patrol Deputies for and training and education courses, pursuant to Section 311.29(D) of the Ohio Revised Code.
- 1.7 The Sheriff shall 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 Aerial Drone assistance. All parties agree that Administrative/Support Services deputies that respond into the Township to engage in law enforcement activities are subject to the terms of this Agreement.

- 1.8 The Sheriff will provide ten (10) Flock Cameras at locations within the boundaries of Columbia Township in the course of its provision of police protection services in Columbia Township, the cost of seven (7) of which, as set forth on Exhibit B, which is attached hereto and by this reference, shall be payable by the Township.
- 1.9 The Sheriff will provide a report to the Township of the Sheriff's data resulting from the utilization of the Flock Cameras as may be requested by the Township Administrator on a periodic basis
- 1.10 The Sheriff and County shall be responsible for the acts and omissions of the Enforcement Patrol Deputies 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 Enforcement Patrol Deputies. The Sheriff and County shall be responsible for the costs of defending a claim against the Enforcement Patrol Deputies provided for herein.

ARTICLE II. Responsibilities of Columbia Township

Personnel Expenses: The Township shall reimburse the Sheriff for all personnel expenses incurred in providing contract Enforcement Patrol Deputies in an estimated **\$3,742,033.01** during the term of this Agreement. Projected personnel expenses are detailed in Exhibit A, which is hereby incorporated by reference.

- 2.1 Columbia Township is responsible for costs of Enforcement Patrol Deputies to fulfill the beat structure of two (2) 24-hour shifts, seven (7) days a week and vehicle costs as otherwise mutually agreed to at the rates set forth below.
- 2.2 The Township acknowledges that the reasonable estimates listed below are intended to assist the Township, and in no way shall the estimate limit or control the amount of expenses billed to and due from the Township. The Sheriff and the Township shall periodically review the Sheriff's actual expenses incurred as of such date. If the Sheriff believes that the estimated amount of **\$3,742,033.01** for the term of the Agreement may be exceeded, the Sheriff shall provide the Township with a revised estimate of expenses for the Township's review and approval, which shall not be unreasonably withheld.
 - 2.2.1 For the period of January 1, 2024, through December 31, 2024, Columbia Township shall reimburse the Sheriff the estimated amount of **\$1,189,223.60** for those Enforcement Patrol Deputies employed in Columbia Township under this agreement.
 - 2.2.2 For the period of January 1, 2025, through December 31, 2025, Columbia Township shall reimburse the Sheriff the estimated amount of **\$1,245,272.54** for those Enforcement Patrol Deputies employed in Columbia Township under this agreement.

- 2.2.3 For the period of January 1, 2026, through December 31, 2026, Columbia Township shall reimburse the Sheriff the estimated amount of **\$1,307,536.87** for those Enforcement Patrol Deputies employed in Columbia Township under this agreement.
- 2.3 The Township agrees that it shall provide the following additional expenses under this Agreement:
- 2.3.1 The Township shall provide six (6) patrol cruisers to provide police protection services exclusively in Columbia Township and the Sheriff shall provide the remaining number of patrol cruisers and other vehicles required to provide police protection services in the Township.
- 2.3.2 Automobile liability insurance for all vehicles owned by the Township.
- 2.3.3 Fuel costs for township owned vehicles shall be paid by the Township.
- 2.4 The costs associated with the Enforcement Patrol Deputies payable by the Township shall be subject to changes in the Collective Bargaining Agreement for the Enforcement Patrol Deputies.
- 2.5 The Township may reduce the number of Enforcement Patrol Deputies 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.
- 2.6 The Township shall be responsible for the acts and omissions of its employees, including any damages or other relief awarded to any third party pursuant to a claim filed against the Township or one of its employees. The Township shall be responsible for the costs of defending a claim against the Township or its employees.

ARTICLE III. Joint Responsibility of the Parties

- 3.1 The Sheriff and Township shall provide the number of patrol cruisers and other vehicles as set forth under this Agreement, 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, repair, etc., with the exception of parts, fuel and warranty-related work. 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 provided that vehicle to replace it.

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 under this Agreement. The Sheriff shall provide a monthly report to the Township of the Sheriff's patrol activities in Columbia Township and such other reports related to the Sheriff's activities in Columbia 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 January 1, 2024, regardless of the date of execution of this Agreement, and shall terminate on December 31, 2026.

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 2.6 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 Chris Ketteman
Hamilton County Sheriff Enforcement Division
1000 Sycamore Street, Room 110

Cincinnati, Ohio 45202

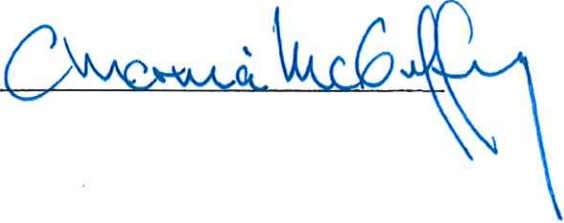
If to the Board: Board of County Commissioners
of Hamilton County, Ohio
138 East Court Street, Rm. 600
Cincinnati, Ohio 45202

If to the Township: Board of Township Trustees
of Columbia Township, Ohio
c/o Columbia Township Administrator
5686 Kenwood Road
Columbia Township, OH 45227

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: _____


By: _____

BOARD OF TOWNSHIP TRUSTEES OF
COLUMBIA TOWNSHIP

By: _____
Melissa Taylor
Township Administrator
(Resolution No. _____)

Approved as to Form:

Approved as to Form:



Assistant Prosecuting Attorney
Hamilton County, Ohio

Law Director
Columbia Township, Ohio

EXHIBIT A
Columbia Township
2024 – 2026 Projected Estimated Costs

2 - 24 hour shifts = 48 hrs. x 365 days per year = 17,520 hours

Projected Contract Costs:

	<u>Hourly Rate</u>	<u>Contract Hours</u>	<u>Projected Cost</u>
2024 (Leap Year)	\$67.6926	17,568 (24 hr. shift x 2)	\$1,189,223.60
2025	\$71.0772	17,520 (24 hr. shift x 2)	\$1,245,272.54
2026	\$74.6311	17,520 (24 hr. shift x 2)	\$1,307,536.87

***** 2024, 2025 and 2026 Projected estimated amounts using 5% increase*****
*****Collective Bargaining Agreement Effective Through Dec. 31, 2023*****

EXHIBIT B
Columbia Township

2024-2026 Projected Township Costs for Flock Cameras.

Level of Service: Three (3) existing Flock Cameras to be maintained and an additional seven (7) Flock Cameras to be installed in 2024 and maintained at locations in Columbia Township agreed to by Sheriff and Township.

Township Costs: \$3,000 per annum per Flock Camera operation totaling \$21,000 per annum, to be invoiced to the Township pro rata on a monthly basis.
\$650 per Flock Camera installation totaling \$4,550, to be separately invoiced to the Township when applicable.

Sheriff Costs: \$3,000 per annum per Flock Camera, totaling \$9,000 per annum, to be paid by Sheriff.