

**RESOLUTION NO. 15-17, 2015
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO**

**APPROVING CONTRACT FOR SERVICES OF COUNTY SHERIFF
FOR APRIL 1, 2015 THROUGH DECEMBER 31, 2016**

WHEREAS, the Township has determined police protection service would be of benefit to all residents of Columbia Township, Hamilton County; 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; and

WHEREAS, the Township and the Sheriff, pursuant to Sections 311.29 and 505.50 of the Ohio Revised Code, may enter into this agreement for police protection services on a regular basis.

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 Sheriff for services for April 1, 2015 through December 31, 2016, entitled "Agreement for Police Protection Services," with periodic reviews of actual expenses and appropriate adjustments during the course of the agreement. The contract is provided in Exhibit 1.

EXHIBIT 1

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 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 will provide the number of patrol officers (“Officers”) specified on Exhibit A to this Agreement to provide police protection services in Columbia Township. Said Exhibit A is by this reference incorporated herein. The Officers will provide patrol services within Columbia 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 Columbia 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 Columbia Township

Personnel Expenses: The Township shall reimburse the Sheriff for all personnel expenses incurred in providing contract Enforcement Patrol Deputies in an estimated amount of 796,220.68 in 2015 and 830,602.00 in 2016, as set forth and subject to the additional limits herein, as follows:

- 2.1 Columbia Township is responsible for costs of Enforcement Patrol Deputies to fulfill the beat structure of three (3) 12-hour shifts seven (7) days a week and one (1) 8-hour shift six (6) days a week and vehicle costs as otherwise mutually agreed to at the rates set forth below..

These units will provide patrol service to keep the peace, protect property, and perform other necessary police functions in the Township, exclusively to Columbia Township during those periods of assignment to the Township, and shall provide such patrol service in Sheriff’s vehicles marked “Columbia Township.”

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.

- 2.2 For the period of April 1, through December 31, 2015, Columbia Township shall reimburse the Sheriff the estimated annual amount of \$796, 2220.68 pro-rated for those Deputies employed in Columbia Township under this agreement since April 1, 2015. The Township acknowledges that this reasonable estimate is 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 \$796,220.86 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.
- 2.4 For the period of January 1, 2016, through December 31, 2016, Columbia Township shall reimburse the Sheriff the estimated amount of \$830,602.00 for those Deputies employed in Columbia Township under this agreement. The Township acknowledges that this reasonable estimate is 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 \$830,602.00 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
- 2.5 The costs associated with the Officers payable by the Township shall be subject to changes in the Collective Bargaining Agreement for the Officers.
- 2.6 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.
- 2.7 The parties agree that if townships other than Crosby, Harrison and Whitewater Townships are charged for the provision of police services at a rate that is not commensurate with the rate charged to Columbia 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 Columbia 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 Columbia 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 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 **Month 1**, 2015, regardless of the date of execution of this Agreement, and shall terminate on December 31, 2016, unless the Agreement is renewed as provided herein.
- 5.2 This Agreement may be renewed for a term of one (1) subsequent year beginning **December 31**, 2016, 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 Columbia Township, Ohio
c/o Columbia Township Administrator
5686 Kenwood Road
Columbia Township, OH 45227

EXHIBIT A

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

HAMILTON COUNTY SHERIFF / COLUMBIA 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:

1. The Sheriff will provide sufficient personnel to fulfill the following beats to be compensated by Columbia Township; three (3) 12-hour per day 7days per week beats; and one (1) 8-hour per day 6 days per week beat.
2. Radios and Weapons: Sheriff shall provide these items in sufficient number to allow all assigned deputies to provide complete service.

Subject to the terms of the Agreement, 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.