

RESOLUTION NO. 16-05, 2016
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO

**APPROVING CONTRACT FOR SERVICES OF COUNTY SHERIFF
FOR APRIL 1, 2016 THROUGH DECEMBER 31, 2017 AND TO
DECLARE EMERGENCY**

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:
and

WHEREAS, this Resolution is an emergency measure necessary for immediate preservation of the public peace, health, safety and welfare of Columbia Township. The reason for the emergency is to provide for police protection services effective April 1, 2016.

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, 2016 through December 31, 2017, entitled "Agreement for Police Protection Services," with periodic reviews of actual expenses and appropriate adjustments during the course of the agreement and declares an emergency. The contract is provided in Exhibit 1.

Motion to accept Resolution made by: Mr. Kubicki

Seconded by: Mrs. Hughes

VOTE:

TRUSTEE	Voting	Signature	Date
Stephen Langenkamp, President	_____	_____	_____
Susan Hughes, Vice-President	_____	_____	_____
David Kubicki, Trustee	_____	_____	_____

ATTEST: _____

Passed this _____ day of April 2016

EXHIBIT 1

AGREEMENT FOR POLICE PROTECTION SERVICES

This Agreement for Police Protection Services (“Agreement”) is made as of the 1st day of April, 2016, 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; three (3) 12-hour per day 7 days per week beats; and one (1) 8-hour per day 6 days per week beat. 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.
- 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.
 - 1.5.2 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.
- 1.6 The Sheriff shall provide radios, weapons and uniforms 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 Range Programs, and training and education courses, pursuant to Section 311.29(D) of the Ohio Revised Code, and miscellaneous expenses associated with the Enforcement Patrol Deputies.
- 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 Helicopter 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 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 amount of \$809,572.61 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 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.
- 2.2 For the period of April 1, 2016, through March 31, 2017, Columbia Township shall reimburse the Sheriff the estimated amount of \$809,572.61 for those Enforcement Patrol 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 \$809,572.61 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.
- 2.3 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.
- 2.4 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 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.
- 2.7 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 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 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 April 1, 2016, regardless of the date of execution of this Agreement, and shall terminate on March 31, 2017.

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

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 COLUMBIA TOWNSHIP

By: _____
C. Michael Lemon
Township Administrator
(Resolution No. _____)

Approved as to Form:

Approved as to Form:

Assistant

Prosecuting Attorney,
Hamilton County, Ohio

Law Director
Columbia Township, Ohio