

The Board of Trustees of Colerain Township, County of Hamilton, Ohio, met in regular session at 6:00 p.m., on April 14, 2015, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Mr. Dennis Deters, Ms. Melinda Rinehart, and Mr. Jeff Ritter

Mr./Ms. Jeff Ritter introduced the following resolution and moved its adoption. Mr./Ms. Deters seconded the motion.

RESOLUTION NO. 14 - 15

**COLERAIN POLICE DEPARTMENT AND T NORTHGATE MALL, LLC
AGREEMENT FOR POLICE SERVICES**

This Agreement for Police Services ("Agreement") is made and entered into this 14th day of April, 2015, by and between the Board of Township Trustees of Colerain Township, Hamilton County, Ohio, hereinafter referred to as "Township" and the T Northgate Mall, LLC, Dallas, TX, hereinafter referred to as "T Northgate Mall, LLC"

WITNESSETH:

WHEREAS, the Township currently maintains regularly scheduled police service to Colerain Township; and

WHEREAS, the Northgate Mall has determined a contract of said police service specific to the shopping center generally known as Northgate Mall, Hamilton County, Ohio, hereinafter referred to "Shopping Center" would be of benefit to all customers and employees of the Northgate Mall; and

WHEREAS, the Colerain Township Board of Trustees has determined that entering into a contract to provide police service to the Northgate Mall will benefit the residents of Colerain Township; and

WHEREAS, the Township and the Northgate Mall desire to enter into such an agreement for a police service for the Shopping Center.

NOW, THEREFORE BE IT AGREED by and between the Township and the Northgate Mall, as follows:

1. The Township shall provide all necessary labor, supervision, vehicle, equipment, and supplies to maintain and provide the police & security services described herein

including but not limited to monitoring the Northgate Mall security cameras from off-site Police headquarters on a periodic basis.

2. The Township will schedule one police officer to patrol the Shopping Center 24 hours a day, seven (7) days per week. The start time for the schedule will be determined by the Chief of Police for Colerain Police Department and the Northgate Mall. The officer will also thoroughly investigate reports of crime, proactively address issues related to the safety and security of the Mall property and its tenants and provide or solicit qualified persons or police personnel as a means of providing resources on requested law enforcement related issues.
3. The Township will schedule one additional police officer to the Shopping Center six (6) hours a day, seven (7) days per week. The officer will work from 5 pm to 11 pm each day. The officer will also thoroughly investigate reports of crime, proactively address issues related to the safety and security of the Mall property and its tenants and provide or solicit qualified persons or police personnel as a means of providing resources on requested law enforcement related issues.
4. Specific duties and responsibilities of the officers that patrol will be included in a job description for that position, written by the Chief of Police and the Northgate Mall, or its designee.
5. The expense of this service shall be borne by Northgate Mall as follows:
 - a. "Attachment A" sets forth the expenses for the provision of all services under this contract. The Township will invoice the Northgate Mall on a monthly basis to reflect 1/12th of the agreed upon expenses associated with the service.
 - b. The contracting parties have reviewed the estimated expenses of this policing service attached to and made a part of this Agreement. The parties agree that the Northgate Mall is responsible only for the costs provided in "Attachment A."
6. The officers and equipment hereby under contract will, at all times, be under the direct supervision and control of the Colerain Police Department (to perform those tasks and duties set out in the job description mentioned above) and of the Chief of Police of Colerain Township, and subject to the rules, regulations and policies of the Colerain Police Department, and the laws of the State of Ohio and the United States Government. It is mutually agreed the officer will be assigned to specific duties at the Shopping Center and that most benefit the mission of the Police Department and Northgate Mall while not being contradictory to police procedure or policies of the Colerain Police Department.

7. All records of performance of services will be maintained by the Colerain Police Department. The Colerain Police Department will conduct quarterly and yearly evaluations of officers assigned to provide police services to Northgate Mall and its properties. Colerain Police supervisors will seek input from Northgate Mall personnel while preparing these reviews.
8. The term of this Agreement shall be for a term of one year, beginning May 1, 2015, and ending April 30, 2016.
9. Either party may request a meeting to review or revise this Agreement if needed. All portions of this Agreement will be reviewed by both parties on a yearly basis. Either party may request a revision of the Agreement, or terminate this Agreement, by service of written notice upon the other party, at least thirty (30) days prior to cancellation of the Agreement.
10. Colerain Township reserves the right to assign the police officers who patrol Northgate Mall, in accordance with the contract; provided, however, nothing herein prevents Northgate Mall from requesting any replacement of who it believes is not adequately performing his/her duties. All officers patrolling the Northgate Mall, in accordance with this contract will remain, at all times, employees of Colerain Township.
11. Each party shall be liable for its own acts to the extent provided by law.
12. The Township agrees that all insurance required to adequately cover vehicles, personnel, and equipment used by the Township in the provision of the selected services will be provided by the Township.
13. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and
14. That this Resolution shall be effective at the earliest date allowed by law.

Mr./Ms. _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mr. Deters _____, Mr. Ritter AYE, Ms. Rinehart AYE

WITNESS the signature of the parties aforesaid, this 14th day of April, 2015.

T. Northgate Mall, LLC, a Texas limited liability company

Colerain Township Board of Trustees

By: GP T. Northgate Mall., a Texas Limited liability company, its Manager



Mr. Zeshan Tabani, Vice President


Mr. Dennis Deters, Trustee


Ms. Melinda Rinehart, Trustee


Mr. Jeff Ritter, Trustee

ATTEST:


Heather E. Harlow,
Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
5300 Socialville-Foster Road, Suite 200
Mason, Ohio 45040
(513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 14th day of April, 2015.



Heather E. Harlow,
Colerain Township Fiscal Officer

(Attachment "A")

COLERAIN POLICE DEPARTMENT CONTRACT SERVICE COSTS

Costs and Expenses as defined in Colerain Police Department proposal:

Contract Year One - The expense for services provided to T Northgate Mall, LLC in the agreement is \$309,447.00 The Township will invoice T Northgate Mall, LLC in 12 equal billings statements of \$25,787.25 per month. As defined in the contract, the expenses will not exceed \$309,447.00 .