

First Reading: August 7, 2014
Second Reading: dispensed

RESOLUTION NO. 2014 - 106

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT FOR
SUPPLEMENTAL POLICE PROTECTION SERVICES AND DISPENSING WITH THE
SECOND READING**

WHEREAS, the Sheriff of Hamilton County currently maintains regularly scheduled police patrol services in Sycamore Township, Hamilton County, Ohio, pursuant to an Agreement for Police Protection Services; and

WHEREAS, pursuant to Section 505.43 of the Ohio Revised Code, this Board desires to enter into an Agreement for Supplemental Police Protection Services (the "Agreement"), with the Sheriff of Hamilton County, Ohio (the "Sheriff") in order to provide additional police protection services in the Township and specifically the Township's joint economic development zones; and

NOW THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Sycamore Township, State of Ohio:

- SECTION 1.** This Board hereby approves and authorizes the Agreement for Supplemental Police Protection Services, by and between the Sheriff and this Board, in substantially the same form attached hereto and by this reference made a part hereof.
- SECTION 2.** The President of the Board and Fiscal Officer are hereby authorized and directed to enter into the attached Agreement for Supplemental Police Protection Services with only such changes as approved by the Law Director.
- SECTION 3.** That the Township Administrator is directed to immediately notify the Sheriff and the Board of County Commissioners of Hamilton County, Ohio ("Commissioners"), of this Board's intent to enter into this Agreement for Supplemental Police Protection Services, and to forward a certified copy of this Resolution and the executed Agreement to the Sheriff and the Commissioners.
- SECTION 4.** 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 5.

This resolution shall take effect on the earliest date allowed by law.

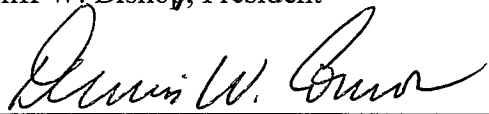
VOTE RECORD:

Mr. Bishop Aye Mr. Connor Aye Mr. Weidman Aye

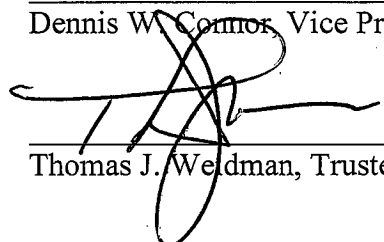
Passed at a meeting of the Board of Township Trustees of Sycamore Township this 7th day of August, 2014.



Cliff W. Bishop, President



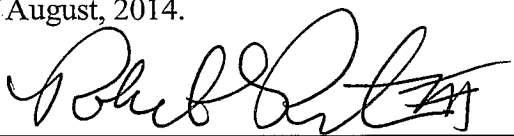
Dennis W. Connor, Vice President



Thomas J. Weidman, Trustee

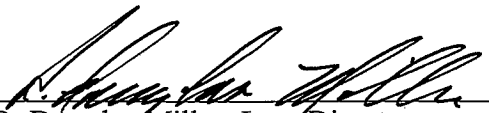
AUTHENTICATION

This is to certify that this resolution was duly passed and filed with the Township Fiscal Officer of Sycamore Township this 7th day of August, 2014.



Robert C. Porter III, Fiscal Officer
Sycamore Township, Ohio

APPROVED AS TO FORM:



R. Douglas Miller, Law Director

AGREEMENT FOR SUPPLEMENTAL POLICE PROTECTION SERVICES

This Agreement for Supplemental Police Protection Services ("Agreement") is made this _____ day of _____, 2014, 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 the 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, the Township may pursuant to Section 505.50 of the Ohio Revised Code, 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 supplemental 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 one officer assigned to the Organized Crime/RENU Division ("RENU Officer") to provide supplemental police protection services to the benefit of Sycamore Township and the region, to keep the peace, protect property, and perform other necessary police functions as coordinated by the Sheriff.
- 1.2 The RENU Officer, the scheduling of the RENU Officer, and equipment provided for 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 RENU Officer shall at all times remain an employee of the Sheriff.
- 1.3 The Sheriff will provide vehicles, radios, weapons, uniforms (new and replacement) and all other items in sufficient number to allow the RENU

Officer to provide complete service and is responsible for all expenses incurred by the officer, training and education courses, pursuant to Section 311.29(D) of the Ohio Revised Code, and miscellaneous expenses associated with the officer.

- 1.4. The Sheriff and County shall be responsible only for the acts and omissions of the County RENU Officer, including any damages or other relief awarded to any third party pursuant to a claim filed against the Sheriff, the Board or the RENU Officer. The Sheriff and County shall be responsible only for the costs of their own defense.
- 1.5. Hamilton County will provide and pay for the following additional expenses of the supplemental police protection services provided by the RENU Officer:
 - 1.5.1 Professional Liability Insurance for the RENU Officer providing supplemental police protection services in Sycamore Township under this Agreement.
 - 1.5.2 Workers' Compensation, coverage for all costs, expenses, compensation and medical reimbursements for the RENU Officer providing supplemental police protection services under this Agreement.

ARTICLE II. Responsibilities of Sycamore Township

Personnel Expenses: The Township shall reimburse the Sheriff for the personnel expenses incurred by the Sheriff in providing the services of a RENU Officer in the Township. The Sheriff shall bill, and the Township shall pay, for the services of the RENU Officer in the Township, no more than \$102,362.01 per annum (the "RENU Cost"), which sum includes fringe benefit costs detailed below. The Township shall not be responsible for any cost for overtime.

- 2.1 The RENU Cost includes 100% of the annual base salary and related fringe benefit costs for one (1) corporal, and is composed of the actual base salary of a corporal equaling \$64,518.46 and fringe benefit costs equaling \$37, 843.55, the latter of which includes the following:
 - 2.1.1 Law Enforcement Retirement
 - 2.1.2 Workers' Compensation Premiums
 - 2.1.3 Unemployment
 - 2.1.4 Retirement Vacation
 - 2.1.5 Retirement Sick

- 2.1.6 Mandatory Medicare
- 2.1.7 Health Insurance to include Dental
- 2.1.8 Vacation Leave
- 2.1.9 Sick Leave
- 2.1.10 Holiday Leave
- 2.1.11 Personal Day Leave
- 2.1.12 Life Insurance
- 2.1.13 Employee Assistance Program
- 2.1.14 Range
- 2.1.15 Uniform Allowance (paid in addition to the basic uniform provided by the Sheriff under Paragraph 1.3 above)

- 2.2 The parties agree that if townships other than Sycamore are charged for the provision of RENU Officer services at a rate that is not commensurate with the RENU Cost, then the Township may terminate the Agreement upon 90 days written notice to the Board and the Sheriff.

ARTICLE III. Terms of Payment and Reports

- 3.1 The Sheriff shall submit to the Township, on a monthly basis, an invoice certifying the amount due to the Sheriff for supplemental police protection services provided under this Agreement. The Sheriff will provide reports related to the RENU Officer's activities provided under this Agreement on a periodic basis as may be requested by the Township Administrator.
- 3.2 The Township shall make payment to the Sheriff within forty-five (45) days of receipt of the Sheriff's invoice.
- 3.3 The Sheriff shall pay to the Township five percent (5%) of the monies it receives during the term of this Agreement as a result of asset forfeitures.
- 3.4. The Sheriff shall make payment to the Township on no less than a quarterly basis, commencing one (1) month after the execution date of this Agreement.

ARTICLE IV. Terms of Payment

- 4.1. If fully executed, this Agreement shall be effective as of September 1, 2014, and shall terminate on August 31, 2015, regardless of the date of execution of this Agreement.

- 4.2. Thereafter, this Agreement may be renewed for subsequent one (1) year terms, 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 then current term of the Agreement to renew this Agreement for another term.

ARTICLE V. Termination of the Agreement

- 5.1. This Agreement may be terminated by any of the Board, the Sheriff or the Township upon ninety (90) days prior written notice to the other parties, except as otherwise provided in Section 2.2 of this Agreement.

ARTICLE VI. Notices

- 6.1. 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 of Hamilton County, Ohio
Hamilton County Justice Center
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
Sycamore Township, Ohio
c/o Sycamore Township Administrator
8540 Kenwood Road
Cincinnati, Ohio 45236

--Signature Page to Follow--

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 TRUSTEES OF
SYCAMORE TOWNSHIP

By: Cliff W. Bishop, President

By: Robert C. Porter, III, Fiscal Officer

Approved as to Form:

Approved as to Form:

Assistant Prosecuting Attorney,
Hamilton County, Ohio

By: R. Douglas Miller
Law Director