

**RESOLUTION G2023-65**

**RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO SIGN AN AMENDMENT TO AN EXISTING AGREEMENT FOR POLICE PROTECTION SERVICES WITH THE HAMILTON COUNTY SHERIFF’S OFFICE AND THE BOARD OF COUNTY COMMISSIONERS AND DISPENSING WITH A SECOND READING**

**WHEREAS**, pursuant to Sections 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 505.43 of the Ohio Revised Code, the Township may contract with the Sheriff and the Board of 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 Sections 311.29 and Section 505.43 of the Ohio Revised Code, desire to enter into such an agreement for 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, have entered into the Original Agreement and such parties desire to amend and supplement the Original Agreement to provide for the utilization of flock cameras (“Flock Cameras”) at ten (10) locations within the boundaries of Symmes Township (Hamilton County), Ohio (“Symmes Township” pursuant to the terms and conditions of this First Amendment and the Original Agreement, as amended by this First Amendment.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Symmes Township, Hamilton County, Ohio:

**Section 1.** That the Symmes Township Board of Trustees authorize the Administrator to sign an amended contract for police protection services with the Hamilton County Sheriff and Board of County Commissioners as it is set forth on the attached exhibit A.

**Section 2.** Hereby authorizes and directs that such payments be made in accordance with the terms and conditions as set forth in Exhibit B.

**Section 3.** The Township Fiscal Officer is hereby directed to make additional payments to the Hamilton County Sheriff’s Office not to exceed the amount of \$27,000.00 annually for nine (9) additional flock cameras and one existing camera that shall remain in the township on Fields Ertel Road.

**Section 4.** It is hereby certified that all formal actions of the Board of Trustees of Symmes Township, Hamilton County, Ohio relating to the adoption of this Resolution were taken in an open meeting of the Board and that all deliberations of the Board were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 5.** Upon majority vote does hereby dispense with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of this Resolution upon its first reading.

**Section 6.** This Resolution shall take effect and be enforced from and after the earliest period allowed by law.

**ADOPTED JUNE 6, 2023 – RESOLUTION G2023-65**

Vote Record: Mr. Beck \_\_\_\_\_ Mr. Bryant \_\_\_\_\_ Ms. Leis \_\_\_\_\_

**BOARD OF TRUSTEES:**

\_\_\_\_\_  
Philip J. Beck, President

\_\_\_\_\_  
Kenneth N. Bryant, Vice-President

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Jodie L. Leis, Trustee

**ATTEST:**

**APPROVED AS TO FORM:**

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Joseph C. Grossi, Fiscal Officer

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Jeff Forbes, Law Director

## **EXHIBIT A**

### **FIRST AMENDMENT TO AGREEMENT FOR POLICE PROTECTION SERVICES**

This First Amendment to Agreement for Police Protection Services (“First Amendment”) is made as of the \_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”), 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 Symmes Township, Hamilton County, Ohio (“Township” and collectively with the Sheriff and the Board, the “Parties”) and amends that certain Agreement for Police Protection Services dated as of April 1, 2023 among the Sheriff, the Board, and the Township (the “Original Agreement” and together with this First Amendment and as the same may be further amended, revised or supplemented, the “Agreement”).

### **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, have entered into the Original Agreement and such parties desire to amend and supplement the Original Agreement to provide for the utilization of flock cameras (“Flock Cameras”) at ten (10) locations within the boundaries of Symmes Township (Hamilton County), Ohio (“Symmes Township”) pursuant to the terms and conditions of this First Amendment and the Original Agreement, as amended by this First Amendment;

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 ten (10) Flock Cameras at locations within the boundaries of Symmes Township in the course of its provision of police protection services in Symmes Township, the cost of which, as set forth on Attachment 1 (which

comprises Exhibit C to the Agreement) which is attached hereto and by this reference is incorporated herein, shall be payable by the Township.

- 1.2 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.

**ARTICLE II. Terms of Payment and Reports**

- 2.1 The Sheriff shall submit to the Township, on a monthly basis, an invoice certifying the amount due to the Sheriff for the Flock Cameras provided and expenses incurred under this First Amendment with, or as a part of, the invoice provided by the Sheriff as set forth in the Original Agreement.
- 2.2 The Township shall make payment hereunder 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 III. Term of the First Agreement**

- 3.1 This First Amendment shall commence on the Effective Date regardless of the date of execution of this First Amendment and shall terminate upon the expiration of the Original Agreement, unless sooner terminated or unless the Agreement is renewed as provided in the Original Agreement.
- 3.2 This First Amendment amends and supplements the Original Agreement as provided herein. All other terms of the Original Agreement are hereby confirmed without change. Attachment 1 hereto shall comprise Exhibit C to the Agreement and shall be effective on the Effective Date of this First Amendment.

**ARTICLE IV. Miscellaneous**

- 4.1 This First Amendment and the Agreement shall be governed by Ohio law. The headings included herein are for the convenience of the reader only.
- 4.2 This First Amendment may be executed in one or more counterparts which when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have signed this First Amendment by their duly 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  
SYMMES TOWNSHIP

By: \_\_\_\_\_  
Kimberly A. Lapensee  
Township Administrator  
(Resolution No. G2023-65)

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Assistant Prosecuting Attorney,  
Hamilton County, Ohio

\_\_\_\_\_  
Law Director  
Symmes Township, Ohio

## **EXHIBIT B**

### **EXHIBIT B to AGREEMENT 2023 – 2025 Projected Township Costs for Flock Cameras**

**Level of Service:** One (1) existing Flock Camera to be maintained on Fields Ertel Road and an additional Nine (9) Flock Cameras to be installed and maintained at locations within Symmes Township

**Contract Costs:** \$3,000 per annum per Flock Camera, totaling \$27,000 per annum, to be invoiced to the Township pro rata on a monthly basis.