

ORDINANCE NO. 18-036

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE FAIRFIELD COUNTY SHERIFF FOR POLICE PROTECTION

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to enter into a contract with the Fairfield County Sheriff to provide police protection to the city; and

WHEREAS, it is necessary to enter into such an agreement for the period from January 1, 2019 through December 31, 2021;

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That the Mayor be authorized to enter into and execute an agreement with the Fairfield County Sheriff for police protection for the period of January 1, 2019 through December 31, 2021 in a form substantially similar to the agreement attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED 11/19/18
ATTEST Amanda M Jackson CLERK OF COUNCIL
[Signature] PRESIDENT OF COUNCIL
[Signature] MAYOR

APPROVED AS TO FORM: [Signature] LAW DIRECTOR
DATE APPROVED 11-30-18

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.
Amanda M Jackson
Finance Director/Clerk of Council

AGREEMENT

This Agreement ("Agreement") is made this 20th day of November, 2018 between the Sheriff of Fairfield County, Ohio, (the "Sheriff") and the City of Canal Winchester, Ohio (the "City").

WITNESSETH

WHEREAS, the City is a municipal corporation desirous of acquiring police protection for the property and residents of the City which is located in both Franklin and Fairfield Counties, Ohio; and,

WHEREAS, the Sheriff is authorized to enter into a contract with a municipal corporation for the performance of police functions as set forth in Ohio Revised Code Sections 311.29 and 737.04.

NOW, THEREFORE, for the adequate consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties do hereby agree as follow:

1. Personnel - The Sheriff agrees to fund eleven (11) deputies to provide three hundred seventy-six (376) hours per week of police protection to the City to keep the peace, protect property, and to perform other necessary police functions in the City. The Sheriff will assign exclusively to patrol the City two (2) Deputy Sheriffs for twenty-four (24) hours a day, seven (7) days a week, and a third Deputy Sheriff to work a shift mutually agreed upon in writing by the Mayor of the City of Canal Winchester and the Sheriff. The Sheriff further agrees to make available to the aforementioned Deputy Sheriffs who are assigned to patrol the City all training programs, special equipment, and other regular facilities of the Sheriff's Office. It is further mutually agreed between the parties hereto that the duties of the aforesaid Deputy Sheriffs will be determined from time to time by the best judgment of the Sheriff and the City, including, but not limited to, normal police duties, serving court papers, and duties in cooperation with other City functions.
2. Supervision – The Sheriff agrees to fund one (1) full-time sergeant to provide forty (40) hours per week of supervision overseeing the Deputy Sheriff's and one (1) full-time dispatcher assigned to the City.
3. Terms of Agreement – The Agreement shall commence on January 1, 2019 ("the Commencement Date") and shall terminate at 3:00 p.m. on December 31, 2021 ("the Termination Date"). The parties may renew the terms and conditions of this Agreement for a period starting after the Termination Date and shall meet and confer no less than one hundred twenty (120) days prior to the Termination Date for the purpose of discussing and negotiating a renewal of this Agreement. Notwithstanding the foregoing,

at any time during the term of this Agreement either party may terminate this Agreement upon ninety (90) days written notice to the other party.


4. Payment – For each twelve (12) month period during the term of this Agreement, the City shall pay the Sheriff an Annual Payment, as calculated pursuant to Section 5 below (hereinafter referred to as the “Annual Payment”). The Annual Payment shall be billed by the Sheriff in twelve (12) equal monthly installments payable in advance of the first day of each month unless mutually agreed up on in writing by the parties.
5. Annual Payment – The Annual Payment for the period of January 1, 2019 through December 31, 2019 shall be \$1,165,367.00 as detailed in Exhibit A, which is attached hereto and incorporated herein. Thereafter, the Annual Payment shall be annually increased in the manner set forth below. No less than ninety (90) days prior to January 1 of each year during the term of this Agreement, the Sheriff shall advise the City of the increase in the Annual Payment that the City shall pay to the Sheriff during the twelve (12) month period commencing on January 1 and concluding thereafter on the next January 1. The Annual Payment increase shall be based upon a combination of the increase, since the last calendar year, of the following:
 - i. The costs incurred by the Sheriff for the services provided herein including, the salaries of the Deputy Sheriffs and other personnel assigned to the City hereunder (collectively “Sheriff’s Personnel”);
 - ii. The costs of funding retirement pensions for the Sheriff’s Personnel assigned to the City;
 - iii. The costs of providing workers’ compensation for the Sheriff’s Personnel assigned to the City;
 - iv. The cost of training for the Sheriff’s Personnel assigned to the City;
 - v. The cost of equipment, gasoline, and other supplies used by the Sheriff’s Personnel in connection with the services provided under this agreement but only to the extent that such equipment and supplies are not directly furnished by the City.
6. Purchase of Vehicle – During each year of this Agreement, the City shall purchase (1) new vehicle selected by the Sheriff at a cost not to exceed Forty Thousand Dollars (\$40,000), including all necessary equipment for the vehicle. The vehicles shall be titled to the Fairfield County Board of County Commissioners until such which time as it is removed from the Sheriff’s Department fleet and then title shall be transferred to the City pursuant to the applicable Ohio statutory law, including, but not limited to, RC 307.12. All vehicles purchased by the City shall be used only within City limits except when deemed necessary by the City Sergeant, Deputy-in-Charge, or Mayor.
7. Attendance at City Meetings – The Sheriff shall assign supervisory personnel to attend City Council meetings twice monthly, or as may be reasonably requested by the City. The Sheriff shall also assign appropriate personnel to attend other City meetings as requested by the Mayor or his designee throughout the term of this Agreement.

8. Deployment of Personnel – The Sheriff reserves the right to use the aforesaid Deputy Sheriffs in any emergency he sees fit and to consult with the Mayor of the City as to emergencies that may exist in the City. Deputy Sheriffs not assigned to the City will be deployed to assist in the event of an emergency within City limits as requested by the City Sergeant, Deputy-in-Charge, or Mayor.
9. City Code – The Sheriff's Deputies assigned to the City are authorized and will, as applicable and appropriate, write charges on the City's codified ordinances and attend Mayor's Court.
10. Additional Personnel – The Sheriff and the City both recognize that additional deputies may be necessary during the life of this agreement. When mutually agreed upon in writing by the parties, additional deputies may be added to any shift and the City will cover the costs of the additional deputies' salaries, benefits, and personnel related taxes.
11. Governing Law and Venue – This Agreement is being executed and delivered in the State of Ohio and shall be governed by, construed and enforced in accordance with the substantive laws of the State of Ohio. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision hereof shall be instituted only in either the Fairfield County Municipal Court or the Common Pleas Court located in Lancaster, Ohio.
12. Paragraph Headings – The paragraph headings are inserted in this Agreement only for convenience, and in no way define, limit, or describe the scope of intent of any provision of this Agreement.
13. Unenforceable Provisions – If any term, covenant, warranty, paragraph, clause, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated, and this Agreement shall be construed as if the invalid, void, or unenforceable provisions were omitted.
14. Remedies Not Exclusive – All of the rights, benefits, and remedies provided herein shall be cumulative and shall not be exclusive of any rights, remedies, and benefits allowed by law or equity to either of both of the parties.
15. No Waiver of Rights – Failure by either of the party's to insist on or enforce any of their rights shall not constitute a waiver of those rights by the parties, and nothing shall constitute a waiver of the parties' right to insist on strict compliance with the provisions of this Agreement.
16. Binding Effect – This Agreement shall be binding upon and inure to the benefit of parties and their respective successors, assigns, heirs, and personal representatives except as otherwise provided herein.

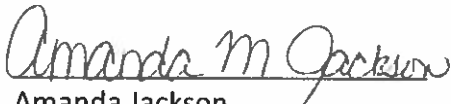
IN WITNESS WHEREOF, the parties have hereto set their hands this 20th day of November, 2018.

Dave Phalen
Sheriff
Fairfield County, Ohio

CITY OF CANAL WINCHESTER
COUNTY OF FRANKLIN
STATE OF OHIO

By: 
Michael Ebert
Mayor

I hereby certify that at the time this Agreement was executed, sufficient funds were appropriated for the purpose of such contract and in the treasury or in the process of collection to the credit of the appropriation fund free of any previous encumbrances.


Amanda Jackson
Finance Director
City of Canal Winchester

Fairfield County Board of Commissioners by Resolution # _____ dated
_____.

Steve Davis

Mike Kiger

David Levacy

Attest:

Rachel Elsea, Clerk

Dave Phalen
Sheriff
Fairfield County, Ohio


CITY OF CANAL WINCHESTER
COUNTY OF FRANKLIN
STATE OF OHIO

By: _____
Michael Ebert
Mayor

I hereby certify that at the time this Agreement was executed, sufficient funds were appropriated for the purpose of such contract and in the treasury or in the process of collection to the credit of the appropriation fund free of any previous encumbrances.

Amanda Jackson
Finance Director
City of Canal Winchester

Fairfield County Board of Commissioners by Resolution # _____ dated


Steve Davis

Absent

Mike Kiger


David Levacy

Attest:


Rachel Elsea, Clerk

Prosecutor's Approval Page

Resolution No.

**A resolution authorizing the approval of a service agreement by and between
Fairfield County Sheriff's Office and the City of Canal Winchester**

(Fairfield County Sheriff)

Approved as to form on 9/6/2018 4:19:46 PM by Amy Brown-Thompson,



Amy Brown-Thompson
Prosecutor's Office
Fairfield County, Ohio

Resolution No. 2018-09.11.o

**A resolution authorizing the approval of a service agreement by and between
Fairfield County Sheriff's Office and the City of Canal Winchester**

(Fairfield County Sheriff)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

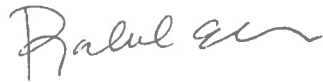
Steven A. Davis, President
Mike Kiger, Vice President
David L. Levacy

Aye
Absent
Aye

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



Rachel Elsea
Board of County Commissioners
Fairfield County, Ohio