

EMERGENCY RESOLUTION NO. 19-2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT BY AND BETWEEN THE CITY OF MONROE AND OTHER PARTICIPATING AGENCIES LOCATED IN WARREN COUNTY TO ESTABLISH THE WARREN COUNTY DRUG TASK FORCE COUNCIL OF GOVERNMENTS, AND DECLARING AN EMERGENCY.

WHEREAS, in accordance with Ohio Revised Code Section 161.01, et seq., the Warren County Drug Task Force Council of Governments (COG) was established, and the charter members entered into the Warren County Drug Task Force Council of Governments Contract; and

WHEREAS, periodically, the Original Contract has been amended to reflect changes in membership and name; and

WHEREAS, the parties wish to amend and restate the Council of Governments Contract to clarify its terms, to accurately reflect the membership, and to secure proper authorizing from each member.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to enter into a contract by and between the City of Monroe and other participating agencies located in Warren County to establish the Warren County Drug Task Force Council of Governments pursuant to the terms and conditions set forth on Exhibit "1" attached hereto and made a part hereof.

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to enter into this contract at the earliest possible date to provide increased enforcement throughout the City of Monroe and Warren County. Therefore, this measure shall take effect and be in full force from and after its adoption.

PASSED: April 26, 2016

ATTEST:


Clerk of Council

APPROVED:


Mayor

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Rev.

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.


Clerk of Council
City of Monroe, Ohio

**AMENDED AND RESTATED
WARREN COUNTY DRUG TASK FORCE
COUNCIL OF GOVERNMENTS CONTRACT**

WHEREAS, in accordance with Ohio Revised Code §167.01, et seq., the Warren County Drug Task Force Council of Governments (COG) was established, and the charter members entered into the Warren County Drug Task Force Council of Governments Contract (hereinafter referred to as the Original Contract), a copy of which is attached hereto and made a part hereof; and

WHEREAS, periodically the Original Contract has been amended to reflect changes in membership and name; and

WHEREAS, the parties wish to amend and restate the Council of Governments Contract to clarify its terms, to accurately reflect the membership, and to secure proper authorization from each member;

NOW, THEREFORE, the Original Contract is hereby restated and amended as follows:

This Amended and Restated Cooperative Contract is entered into this _____ day of _____, 2016, between the Warren County Board of Commissioners, for and on behalf of the Warren County Prosecutor's Office and the Warren County Sheriff's Office; the Clinton County Board of Commissioners, for and on behalf of the Clinton County Prosecutor's Office; the Ohio Attorney General Bureau of Criminal Investigation (BCI); and Clearcreek Township, the City of Franklin, Hamilton Township, the City of Lebanon, the City of Loveland, the Village of Maineville, the City of Mason, the City of Monroe, the City of Springboro, the Village of Waynesville, and the City of Wilmington, for and on behalf of their respective Police Departments, (hereinafter, collectively, "the participating agencies").

WHEREAS:

The parties hereto are engaged in the provision of law enforcement services within their respective jurisdictions;

The parties have personnel who are trained to enforce criminal drug trafficking laws;

Each party owns equipment which is used in such enforcement;

The parties desire to provide a mechanism pursuant to which contributions of equipment and personnel may be utilized in furtherance of the purpose of maintaining a qualified and efficient Warren County Drug Task Force; and

Ohio Revised Code §167.01 permits the establishment of regional councils of government for the purpose of enforcing criminal drug trafficking laws.

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I. LENGTH OF CONTRACT:

This Contract shall become effective upon approval by at least a majority vote of its members and shall remain in force and effect indefinitely unless terminated as provided herein.

II. WARREN COUNTY DRUG TASK FORCE POLICY BOARD:

- A. The Warren County Drug Task Force Policy Board shall consist of the Warren County Sheriff; the Warren County Prosecutor; the Clinton County Prosecutor; the Ohio Attorney General BCI; and the police chiefs of Clearcreek Township, Franklin, Hamilton Township, Lebanon, Loveland, Maineville, Mason, Monroe, Springboro, Waynesville, and Wilmington.
- B. A majority of the Warren County Drug Task Force Policy Board constitutes a quorum for the transaction of business.
- C. Meetings of the Warren County Drug Task Force Policy Board will be held at such time and place as are specified in a notice of meeting.
- D. A meeting of the Warren County Drug Task Force Policy Board may be called by any member of the Board by giving notice of the time, place and purpose of such meeting to the other members of the Board. No meeting of the Board shall be held sooner than seven (7) days than the date of the notice of meeting. The notice of meeting shall be in writing and given to each of the parties by personal delivery or facsimile transmittal.
- E. The Warren County Drug Task Force Policy Board shall set policy for the enforcement of criminal drug trafficking laws within Warren County by the Warren County Drug Task Force, pursuant to the terms of this Contract.

III. RELATIONSHIP OF PARTIES:

- A. During the scope of any investigation covered by this Contract, participating personnel shall act under direction of the Commander of the Warren County Drug Task Force or Designee. This provision notwithstanding, the parties shall be independent contractors in connection with the performance of their respective obligations under this Contract and this Contract shall not be construed to create any partnership, joint venture, agency or franchise. Nor shall this Contract be construed to create an employer-employee relationship between the Warren County Drug Task Force, the participating agencies and personnel providing services pursuant to this Contract.
- B. Nothing contained herein shall be interpreted or construed to alter or modify the responsibilities of participating agencies as provided in the Ohio Revised Code, relevant provisions of law and other contracts and agreements regarding

compensation for the time, services, and expenses of personnel, and contributions to and liability for workers compensation, unemployment compensation benefits, retirement benefits, health care benefits and other benefits accrued by law enforcement personnel within the scope of any investigation covered by this Contract, or at any other time.

IV. GOVERNING LAW:

This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio.

V. ALLOCATION OF LIABILITY:

All personnel providing services pursuant to this Contract shall, for purposes of allocation of liability to third parties only, be deemed to be acting under the direction and control of their respective participating agencies and not under the direction and control of the Warren County Drug Task Force, and the participating agencies shall assume the risk of any liability to third parties arising from the conduct, acts and omissions of such personnel.

VI. FISCAL AGENT:

The Warren County Auditor shall serve as the fiscal agent of the Warren County Drug Task Force.

VII. ENTIRE AGREEMENT:

This Contract contains the entire contract between the parties with respect to the subject matter thereof, and supersedes all prior written or oral contracts between the parties, specifically the Original Contract and Amendments thereto. No representations, promises, understandings, or agreements, otherwise, not herein contained shall be of any force or effect. The previously adopted bylaws attached hereto are hereby ratified and included as part of this Contract.

VIII. MODIFICATION OR AMENDMENT:

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

IX. CONSTRUCTION:

Should any portion of this Contract be deemed unenforceable by an administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

X. WAIVER:

No waiver by either party of any breach of any provision of this Contract, whether by conduct or otherwise, in any one or more instances shall be deemed to be, or construed as a further or continuing waiver of any such breach or as a waiver of any breach of any other provision of this Agreement. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

XI. ASSIGNMENT:

Neither party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other.

XII. HEADINGS:

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

XIII. PARTIES:

Whenever the parties are referred to herein, the reference shall include, without exception, the employees, agents and authorized representatives of the parties.

XIV. TERMINATIONS:

This Contract may be terminated by a majority vote of the members at a regular or special meeting. Members may withdraw in accordance with the bylaws.

XV. NOTICES:

All notices required to be given herein shall be in writing and shall be sent to the following respective addresses:

TO: Warren County Sheriff's Office
822 Memorial Drive
Lebanon, Ohio 45036
513/695-1280

- TO: Warren County Prosecutor's Office
520 Justice Drive
Lebanon, Ohio 45036
513/695-1325
- TO: Clinton County Prosecutor's Office
103 East Main Street
Wilmington, Ohio 45177
937/382-4559
- TO: BCI
P.O. Box 365
1560 State Route 56
London, Ohio 43140
- TO: Clearcreek Township Police Department
7593 Bunnell Hill Road
Springboro, Ohio 45066
513/748-1267
- TO: Franklin Police Department
400 Anderson Street
Franklin, Ohio 45005
937/746-2882
- TO: Hamilton Township Police Department
7780 South State Route 48
Maineville, Ohio 45039
513/683-0538
- TO: Lebanon Police Department
25 West Silver Street
Lebanon, Ohio 45036
513/932-2010
- TO: Loveland Police Department
126 South Lebanon Road
Loveland, Ohio 45140
513/583-3000
- TO: Maineville Police Department
8188 South State Route 48
Maineville, Ohio 45039
513/583-0048

TO: Mason Police Department
6000 Mason-Montgomery Road
Mason, Ohio 45040
513/229-8560

TO: Monroe Police Department
233 South Main Street
Monroe, Ohio 45150
513/539-9234

TO: Springboro Police Department
320 West Central Avenue
Springboro, Ohio 45066
937/748-0611

TO: Waynesville Police Department
1400 Lytle Road
Waynesville, Ohio 45068
513/897-8010

TO: Wilmington Police Department
69 North South Street
Wilmington, Ohio 45177
937/382-3833

XVI. Authorization for Contract:

This Contract has been signed by the respective parties pursuant to the attached resolutions.

APPROVED AS TO FORM:



Keith W. Anderson
Assistant Prosecuting Attorney

WARREN COUNTY BOARD OF COMMISSIONERS

Warren County Commissioners Resolution No. _____ adopted on the _____ day of _____, 2016.

WITNESS the hand of David G. Young, President of the Board of Warren County Commissioners, this _____ day of _____, 2016.

BOARD OF WARREN COUNTY COMMISSIONERS

David G. Young, President

Witness:

WARREN COUNTY SHERIFF

Larry L. Sims
Date: _____

Witness:

**WARREN COUNTY
PROSECUTING ATTORNEY**

David P. Fornshell
Date: _____

CLINTON COUNTY BOARD OF COMMISSIONERS

Clinton County Commissioners Resolution No. _____ adopted on the
_____ day of _____, 2016.

WITNESS the hand of _____, President of the Board of Clinton
County Commissioners, this _____ day of _____, 2016.

BOARD OF CLINTON COUNTY COMMISSIONERS

_____, President

Witness:

**CLINTON COUNTY
PROSECUTING ATTORNEY**

Richard W. Moyer

Date: _____

**OHIO ATTORNEY GENERAL BUREAU OF CRIMINAL
INVESTIGATION**

Tom Stickrath, Superintendent
Ohio Attorney General Bureau of
Criminal Investigation

Date: _____

CLEARCREEK TOWNSHIP TRUSTEES

Clearcreek Township Trustees Resolution No. _____ adopted on the
_____ day of _____, 2016.

WITNESS the hand of _____, Chairman of the Board of Clearcreek
Township Trustees, this _____ day of _____, 2016.

BOARD OF CLEARCREEK TOWNSHIP TRUSTEES

Chairman

FRANKLIN CITY COUNCIL

Franklin City Council Resolution No. _____ adopted on the _____ day of _____, 2016.

WITNESS the hand of _____, City Manager of Franklin, this _____ day of _____, 2016.

CITY OF FRANKLIN

City Manager

HAMILTON TOWNSHIP TRUSTEES

Hamilton Township Trustees Resolution No. _____ adopted on the _____ day of _____, 2016.

WITNESS the hand of _____, Chairman of the Board of Hamilton Township Trustees, this _____ day of _____, 2016.

BOARD OF HAMILTON TOWNSHIP TRUSTEES

Chairman

LEBANON CITY COUNCIL

Lebanon City Council Resolution No. _____ adopted on the _____ day of _____, 2016.

WITNESS the hand of _____, City Manager of Lebanon, this _____ day of _____, 2016.

CITY OF LEBANON

City Manager

LOVELAND CITY COUNCIL

Loveland City Council Resolution No. _____ adopted on the _____ day of _____, 2016.

WITNESS the hand of _____, City Manager of Loveland, this _____ day of _____, 2016.

CITY OF LOVELAND

City Manager

MAINEVILLE VILLAGE COUNCIL

Maineville Village Council Resolution No. _____ adopted on the _____
day of _____, 2016.

WITNESS the hand of _____, Village Manager of Maineville, this
_____ day of _____, 2016.

VILLAGE OF MAINEVILLE

Village Manager

MASON CITY COUNCIL

Mason City Council Resolution No. _____ adopted on the _____ day of _____, 2016.

WITNESS the hand of _____, City Manager of Mason, this _____ day of _____, 2016.

CITY OF MASON

City Manager

MONROE CITY COUNCIL

Monroe City Council Resolution No. _____ adopted on the _____ day of _____, 2016.

WITNESS the hand of _____, City Manager of Monroe, this _____ day of _____, 2016.

CITY OF MONROE

City Manager

SPRINGBORO CITY COUNCIL

Springboro City Council Resolution No. _____ adopted on the _____ day
of _____, 2016.

WITNESS the hand of _____, City Manager of Springboro, this
_____ day of _____, 2016.

CITY OF SPRINGBORO

City Manager

VILLAGE OF WAYNESVILLE

Waynesville Village Council Resolution No. _____ adopted on the _____
day of _____, 2016.

WITNESS the hand of _____, Village Manager of Waynesville, this
_____ day of _____, 2016.

VILLAGE OF WAYNESVILLE

Village Manager

WILMINGTON CITY COUNCIL

Wilmington City Council Resolution No. _____ adopted on the _____ day
of _____, 2016.

WITNESS the hand of _____, City Manager of Wilmington, this
_____ day of _____, 2016.

CITY OF WILMINGTON

City Manager