

RESOLUTION R-16-17

AUTHORIZING THE DIRECTOR OF PUBLIC SAFETY TO SIGN AN AGREEMENT WITH THE WARREN-CLINTON DRUG TASK FORCE FOR MUTUAL AID AND DECLARING AN EMERGENCY

WHEREAS, for several years the Wilmington Police Department has been a member of the Warren-Clinton Drug Task Force ("WCDTF"), an association of several police agencies for mutual aid for the purpose of more effectively investigating drug crimes; and

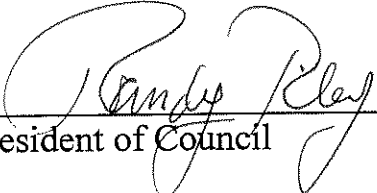
WHEREAS, the Safety Committee of Council has reviewed the Amended and Restated Warren County Drug Task Force Council of Governments Contract, attached hereto and made part of hereof as "**Exhibit A**," and recommends it to Council for passage.

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

Section 1. That the Director of Public Safety be, and he hereby is, authorized and directed on behalf of the City to enter into a certain agreement with the Warren-Clinton Drug Task Force for mutual aid, which said agreement is attached hereto and made a part hereof as "**Exhibit A**."

Section 2. That this Resolution is effective immediately as an emergency measure necessary to secure the health, safety and/or welfare of the citizens and will be effective immediately upon passage.

Passed this 21st day of April, 2016.



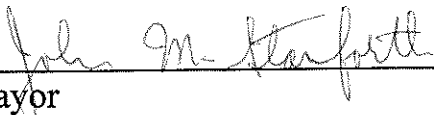
President of Council

ATTEST:



Clerk of Council

Approved by me this 28th day of April, 2016.



Mayor

**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.

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

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 Director of Public Safety