

RECORD OF ORDINANCES

Ordinance No. 2021-15

Passed SEPTEMBER 13 2021

**AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR TO
EXECUTE AN AGREEMENT
BETWEEN THE VILLAGE OF BALTIMORE, OHIO AND THE
VILLAGE OF THURSTON, OHIO FOR THE PROVISION
OF POLICE PROTECTION SERVICES AND
THE DECLARATION OF AN EMERGENCY**

WHEREAS, the Village of Thurston is in need of police protection services for its citizens and has requested an agreement between the Village of Baltimore and the Village of Thurston for the provision of police protection services (hereinafter the "Agreement;" and,

WHEREAS, Service Committee has reviewed the proposed Agreement and has recommended its approval; and,

WHEREAS, the Village of Thurston has requested that the Agreement to be effective as of July 1, 2021, and in order for the Agreement to be effective as of July 1, 2021, this ordinance will need to be passed on an emergency basis;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF
THE VILLAGE OF BALTIMORE, FAIRFIELD COUNTY, OHIO,
THREE-FOURTH'S (3/4'S) OF ITS MEMBERS CONCURRING:

SECTION 1: That the Village Administrator be and is hereby authorized to execute an Agreement between the Village of Baltimore and the Village of Thurston for the provision of police protection services, upon the terms and conditions specified in the attached Agreement.

SECTION 2: For the reasons noted in the preamble, this Ordinance is declared to be an emergency measure necessary for the health, safety and general welfare of the community. Therefore, this ordinance shall become effective immediately upon its passage by Council.




Brad Nicodemus, Mayor

DATE OF PASSAGE: 9-13-2021

EFFECTIVE DATE: 9-13-2021

ATTEST:



Brian Bibler, Fiscal Officer

SPONSOR: HAMILTON

APPROVED AS TO FORM:



Jeffrey Feyko, Village Solicitor

**AGREEMENT BETWEEN THE VILLAGE OF BALTIMORE, OHIO AND
THE VILLAGE OF THURSTON, OHIO, FOR THE PROVISION OF
POLICE PROTECTION SERVICES**

This agreement is entered into by and between the **Village of Baltimore, Ohio**, an Ohio municipal corporation, hereinafter "Baltimore," and the **Village of Thurston, Ohio**, an Ohio municipal corporation, hereinafter "Thurston."

WHEREAS, Thurston desires to contract with Baltimore for the purpose of obtaining police protection services pursuant to Section 737.04 of the Ohio Revised Code; and,

WHEREAS, Baltimore desires to furnish personnel and equipment and to perform police protection functions and to exercise police power on behalf of Thurston pursuant to Section 737.04 of the Ohio Revised Code; and,

WHEREAS, Baltimore and Thurston desire that any cases arising in Thurston be prosecuted in the Baltimore's Mayor's Court, due to the absence of a Mayor's Court in Thurston;

NOW, THEREFORE, in consideration of the following provisions, the parties agree as follows:

1. Baltimore shall supply to Thurston police protection services during times mutually agreed upon between Baltimore and Thurston. The police protection services shall consist of patrol service, response to police calls within Thurston, enforcement of traffic laws, enforcement of Thurston local ordinances (i.e. junk vehicles, storage of tires), performance of crime scene investigations, attendance at Court hearings and meetings with Prosecutors, and other necessary police protection services.
2. Baltimore shall supply the necessary personnel and equipment for the police protection services, to include but not be limited to: police officer (including wages, insurance and other related employee expenses); police cruiser (including maintenance, insurance and miscellaneous operational expenses); uniforms; training; and weapons and ammunition.
3. The prosecution of all cases filed in Thurston, to the extent permitted by law, shall take place in the Mayor's Court of Baltimore, Ohio. To the extent permitted by law, all fine monies collected from the prosecution of such cases shall be divided equally by Baltimore and Thurston, and all court costs assessed and collected shall be paid to Baltimore.
4. Thurston shall pay Baltimore the sum of Twenty-Three Thousand (\$23,000.00) per year, payable in 12 equal monthly installments on or before the third (3rd) day of each month.
5. The terms of this agreement shall commence effective September 15, 2021 (the "Commencement Date") and shall terminate on September 14, 2022 (the "Termination Date"). If necessary, the parties shall meet and confer no less than ninety (90) days prior to the Termination Date for the purpose of discussing and negotiating any necessary amendments to this agreement. Otherwise, this agreement shall automatically renew for

additional one (1) year periods unless otherwise terminated by the parties. The parties acknowledge and understand that increased operational and other costs may necessitate a modification of the amount set forth in paragraph four (4) above, and/or the times of service set forth in paragraph one (1) above.

6. In the event that the Fiscal Officer for Baltimore determines that the operational and other costs of providing police protection services to Thurston increase by ten percent (10%) or a greater amount, Thurston shall be notified in writing of such increase, and the amount set forth in paragraph four (4) above shall be modified accordingly, as agreed upon by the parties.
7. Baltimore shall maintain liability insurance covering the police officers providing services to Thurston, for not less than Five Million Dollars (\$5,000,000.00) per incident and Seven Million Dollars (\$7,000,000.00) in the aggregate. Baltimore shall provide a copy of its Certificate of Insurance to Thurston, confirming these amounts. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the parties, nor shall it be construed as granting any rights or benefits hereunder to anyone that is not a party hereto.
8. Baltimore shall be obligated to provide the police protection services as herein provided, unless it is unable to provide such due to mechanical malfunctions, strikes, war, acts of terrorism, riot, weather conditions, acts of God, governmental laws, rules or orders, (including orders or judgments of a court, tribunal or administrative agency), or conditions beyond the control of Baltimore. In any of these events, Baltimore shall promptly notify Thurston of the suspension or reduction of services, the reason therefor, the estimated duration of the suspension/reduction, and the anticipated time of re-establishing of service. In addition, Baltimore shall use its best efforts to promptly re-establish police protection services.
9. Either party may terminate this agreement by providing a thirty (30) day written notice to the other party.
10. This agreement shall be binding on the successors of the parties. Neither party shall assign, sublet, or transfer its interest in this agreement to any third party without the prior written consent of the other party.
11. If any portion of this agreement proves to be invalid or unconstitutional, the same shall not be held to invalidate or impair the validity, force, or effect of any other portion of this agreement unless it clearly appears that such other portion is wholly or necessarily dependent for its operation upon the portion so held invalid or unconstitutional.
12. The waiver by either party of a breach or violation of any provision of this agreement shall not operate or be construed to be a waiver of any subsequent breach thereof.
13. This instrument contains the entire agreement of the parties, supercedes all previous agreements that may be in conflict with the terms set forth herein, and no other statement, written or oral, is a part of this agreement. This agreement may be amended only by written instrument signed by the parties stating that it is an amendment to this agreement.

14. This agreement shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have set their hands to duplicate copies hereof on the 20 day of September, 2021, and on the 20th day of September, 2021.

VILLAGE OF BALTIMORE, OHIO

VILLAGE OF THURSTON, OHIO

By 
Teri Wise, Village Administrator

By 
Mary Borling, Mayor

Prepared by:
Jeffrey Feyko
Village Solicitor
Village of Baltimore
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