

RESOLUTION 2025-055

A Resolution Approving an Agreement with the Franklin County Sheriff's Office (FCSO) for Fingerprinting and DNA Collection

The Board of Trustee of Franklin Township, Franklin County, Ohio, met in person in a Regular Meeting at 12:00 p.m. on Thursday, April 17, 2025, at 2193 Frank Road, Columbus, Ohio. The trustee marked below made a motion for the adoption of the following resolution:

- Trustee Fleshman** **Trustee Leezer** **Trustee Blevins**

BE IT RESOLVED that the Board of Trustees of Franklin Township, Franklin County, Ohio, approves and authorizes the agreement between Franklin Township and the Franklin County Sheriff's Office (FCSO) for fingerprinting and DNA collection. (See Exhibit)

BE IT FURTHER RESOLVED that the Board of Trustees has reviewed the terms of the agreement beginning January 1, 2025, and ending midnight December 31, 2025, at a cost of \$55.00 for each service per person as directed in O.R.C. Section 2901.07.

Section 1, That all formal actions of this Board concerning and relating to the adoption of this Resolution were passed in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 2, That this Resolution shall be declared an emergency and be in full force and effective immediately upon its adoption.

The following trustee marked below seconded the motion: (check one)

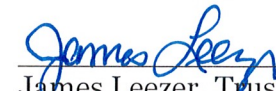
- Trustee Fleshman** **Trustee Leezer** **Trustee Blevins**

Roll was called for the adoption of the resolution, and the vote was as follows:

Fleshman: YES/ NO **Leezer:** YES/ NO **Blevins:** YES/ NO *Excused*



John Fleshman, Trustee



James Leezer, Trustee

Mike Blevins, Trustee

FINGERPRINTING AND DNA COLLECTION AGREEMENT

This agreement is between the SHERIFF OF FRANKLIN COUNTY, OHIO (the “**Sheriff**”), and the BOARD OF TOWNSHIP TRUSTEES OF Franklin TOWNSHIP (the “**Township**”).

The Township wants the Sheriff, on behalf of the Township, to: (1) take and forward fingerprints and photographs and (2) collect DNA specimens. The Sheriff, under the authority of section 311.29 of the Ohio Revised Code, wants to enter this agreement with the Township to perform the services for the Township.

The Sheriff and the Township therefore agree as follows:

1. **Term.** The term of this agreement begins at midnight at the beginning of January 1, 2025 and ends at midnight at the end of December 31, 2028.
2. **Services.** The Sheriff shall perform on behalf of the Township the Township’s obligations that relate to taking fingerprints and photographs of arrested persons. The Sheriff shall perform, on behalf of the Township, the Township’s obligations that relate to collecting DNA specimens under section 2901.07 of the Ohio Revised Code.
3. **Payment.** (a) Subject to section 3(b), the Township shall reimburse the Sheriff for the Sheriff’s expenses in performing services under this agreement. The Township shall pay \$55 to the Sheriff for each person from whom the Sheriff takes fingerprints and photographs under this agreement. The Township shall pay \$55 to the Sheriff for each person from whom the Sheriff collects DNA specimens under this agreement.
 - (b) The Township will not be required to pay the Sheriff more than \$30,000 per year for services performed under this agreement.
 - (c) To be paid, the Sheriff must submit to the Township monthly invoices for the services performed by the Sheriff. The Township shall pay an invoice no later than 30 days from the date that the Township receives the invoice.
4. **Termination.** Either party may terminate this agreement for any reason by giving the other party at least 90 days’ prior notice.
5. **Equal Employment Opportunity.** Pursuant to section 125.111 of the Ohio Revised Code, the Sheriff agrees to the following:
 - (1) that in the hiring of employees for the performance of work under the contract the Sheriff shall not, by reason of race, color, religion, sex, age, disability, military status, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified to perform the work in which the agreement relates; and

- (2) that neither the Sheriff nor any person acting on behalf of the Sheriff shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the agreement on account of race, color, religion, sex, age, disability, military status, national origin, or ancestry.

6. **Unresolved Findings of Recovery.** The Sheriff states that he does not have an unresolved finding for recovery issued to him by the auditor of the state of Ohio.

7. **Assignment.** Neither party shall assign any rights nor delegate any obligation under this agreement to any other person.

8. **Modification; Waiver.** No amendment of this agreement will be effective unless it is in writing and signed by the parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.

9. **Notices.** (a) For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, or (3) by registered or certified mail, return receipt requested and postage prepaid.

(b) Subject to section 9(d), a valid notice or other communication under this agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:

- (1) if it is delivered by hand, delivered by a national transportation company, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt; and
- (2) if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

(c) For a notice or other communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section 9.

To the Sheriff:	Franklin County Sheriff 410 South High Street Columbus, OH 43215 Attention: Director of Administrative Services
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To the Township: Franklin Township Police Department
2193 Frank Road
Columbus, OH 43223-3743
Attention: Chief of Police

(d) If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 8:00 a.m. on the next business day.

10. **Severability.** The parties intend as follows:

- (1) that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
- (2) that if an unenforceable provision is modified or disregarded in accordance with this section 10, then the rest of the agreement will remain in effect as written; and
- (3) that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

11. **Counterparts.** If the parties sign this agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.

12. **Governing Law; Exclusive Venue.** The laws of the state of Ohio, without giving effect to its principles of conflicts of law, govern all adversarial proceedings arising out of this agreement. As the exclusive means to enforce any provision of this agreement, a party may file a lawsuit in a court of competent jurisdiction in Franklin County, Ohio.

13. **Entire Agreement.** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

14. **Effectiveness; Date.** This agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Each party is signing this agreement on the date stated opposite that party's signature.

FRANKLIN COUNTY SHERIFF

Date: _____

By: _____
Dallas L. Baldwin, Sheriff

FRANKLIN TOWNSHIP BOARD OF TRUSTEES

Date: 4/17/2025

By: James Leezer
James Leezer
Trustee

Date: 4-17-2025

By: John Fleshman
John Fleshman
Trustee

Date: _____

By: _____
Mike Blevins
Trustee

Approved as to Form:
Shayla D. Favor, Franklin County Prosecuting Attorney

Date: _____

By: _____
Assistant Prosecuting Attorney

Certification of Fiscal Officer

The amount required to meet the obligation in the fiscal year in which this agreement is made has been lawfully appropriated for the purpose of this agreement and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

By: _____
Franklin Township Fiscal Officer