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NOV 07 2007

CITY CLERK'S OFFICE

Craig *CC*
Mayor

Marty V. Donini, Sheriff

Scioto County Sheriff's Office
1025 Sixteenth Street
Portsmouth, Ohio 45662

Emergency 911
Law Enforcement (740) 354-7566
Corrections/Jail (740) 355-8277
Civil Division (740) 355-8269

November 5, 2007

Portsmouth City Council
c/o City Clerk – Jo Ann Aeh
Portsmouth City Building
728 Second Street
Portsmouth, Ohio 45662

**REFERENCE: 2008 RENEWAL CONTRACT
(CITY OF PORTSMOUTH-PMC)**

Dear Jo Ann:

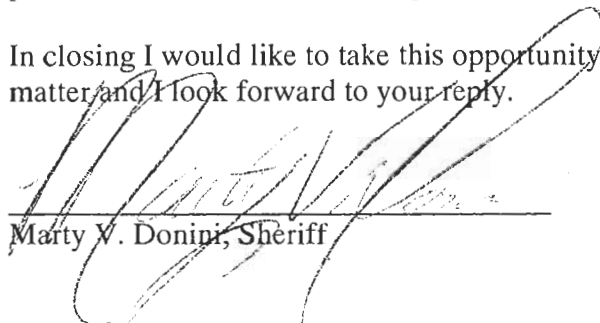
Enclosed you will find three copies of the renewal contract concerning services to be provided by this office to Portsmouth Municipal Court during the 2008 year. These copies already been presented to and approved by both the Board of Scioto County Commissioners and the Scioto County Prosecutors Office.

I am respectfully requesting that you present this contract to Portsmouth City Council for purposes of authorizing the Mayor to renew this contract. Please have them carefully review this contract including the worksheet section and make a determination concerning their intent to continue these services.

If they are interested in continuing these services I would request that this contract be presented to City Council for their approval and return two fully executed copies to my office on or before Friday, December 21, 2007 at which time I will then forward one copy to the Board of Scioto County Commissioners and retain one on file in our office.

In the event I fail to receive two fully executed copies of this contract on or before December 21, 2007, I will have no other choice but to terminate these services being provided to Portsmouth Municipal Court at the close of business on December 31, 2007.

In closing I would like to take this opportunity to thank you for your cooperation in this matter and I look forward to your reply.



Marty V. Donini, Sheriff

Jo Ann:

I mailed the 2007 contracts back in March. As of this date I have not yet received them back. Attached is a copy of the certified receipt where a Tammy Woods signed for it on March 12, 2007.

Jo Ann, the 2007 contract was simply the 2006 contract re-written without increasing the financial section, this office absorbed an increase that occurred in 2007. This 2008 contract has been adjusted to reflect the actual cost for each of these positions. I must know by December 21, 2007 if the City of Portsmouth is going to re-new this contract or not because if they aren't I will need to notify my two employees that effective January 1, 2008 they will be laid off. Our labor contract actually requires a fourteen day notice to affected employees.

Please let me know.

Thanks

Marty

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION OF DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee <i>Tammy Woods</i></p> <p>B. Received by (Printed Name) C. Date of Delivery <i>Tammy Woods</i> <i>3-12-01</i></p>
<p>I. Article Addressed to:</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>Portsmouth City Council c/o City Clerk – Ms. Jo Ann Aeh 728 2nd Street Portsmouth, Ohio 45662</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>Article Number (Transfer from service label)</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p> <p style="text-align: center;">7006 0100 0003 2952 9888</p>
<p>S Form 3811, August 2001 Domestic Return Receipt 102595-01-M-2509</p>	

CONTRACT

THIS AGREEMENT, made and entered into at Portsmouth, Ohio, this 30th day of October 2007, by and between THE CITY OF PORTSMOUTH, OHIO, hereinafter referred to as "City" and the SCIOTO COUNTY SHERIFF, hereinafter referred to as "Sheriff", WITNESSETH:

WHEREAS, the City of Portsmouth, Ohio, desires to obtain additional protection in the Portsmouth Municipal Court for the protection of witnesses, victims, spectators, inmates, and court personnel; and

WHEREAS, the Sheriff is authorized to preserve the peace in Scioto County, and

WHEREAS, Portsmouth City Council, through Ordinance No. _____, passed _____, 2007, authorized the Mayor of the City of Portsmouth to enter into a contract with the Scioto County Sheriff to provide security for the Portsmouth Municipal Court. Now therefore,

IT IS AGREED by and between the parties:

1. The City does hereby contract with the Sheriff to provide two (2) uniformed deputy sheriffs for the Portsmouth Municipal Court. Each deputy will work five (5) days a week for a period of five (5) hours per day, as needed. The deputies will be responsible for the transportation of inmates in addition to providing security for all persons coming into contact with the Portsmouth Municipal Court.
2. The term of this contract will be for a period of one (1) year commencing January 1, 2008 and ending on December 31, 2008; subject, however, to prior termination by either party for any reason after giving the other party at least thirty (30) days notice of such intent.
3. The City of Portsmouth hereby agrees to compensate the Scioto County Sheriff the sum of Thirty-Three Dollars and Ninety-Nine Cents (\$33.99) per hour per person for a total not to exceed Eighty Eight Thousand, Three Hundred Seventy Four Dollars (\$88,374.00) for this protection. This compensation shall include all liability insurance, withholding taxes, workers' compensation insurance payments, public employee retirement system benefit payments, health insurance and uniform expense for the deputies assigned to Portsmouth Municipal Court. The Sheriff of Scioto County shall also be responsible for providing the deputies with vehicles if necessary.