

First Reading: April 16, 2019

Second Reading: dispensed

RESOLUTION NO. 2019 - 46

A RESOLUTION AUTHORIZING AN AGREEMENT FOR SUPPLEMENTAL POLICE PROTECTION SERVICES AND DISPENSING WITH THE SECOND READING

WHEREAS, the Sheriff of Hamilton County currently maintains regularly scheduled police patrol services in Sycamore Township, Hamilton County, Ohio, pursuant to an Agreement for Police Protection Services; and

WHEREAS, pursuant to Section 505.43 of the Ohio Revised Code, this Board desires to enter into an Agreement for Supplemental Police Protection Services (the "Agreement"), with the Board of County Commissioners of Hamilton County, Ohio and the Sheriff of Hamilton County, Ohio (the "Sheriff") in order to provide additional police protection services in the Township and specifically the Township's joint economic development zones;

NOW THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Sycamore Township, State of Ohio:

SECTION 1. This Board hereby approves and authorizes the attached Agreement for Supplemental Police Protection Services in substantially the same form as attached hereto and by this reference made a part hereof.

SECTION 2. The Township Administrator is hereby authorized and directed to enter into the attached Agreement for Supplemental Police Protection Services on behalf of the Board.

SECTION 3. The Trustees of Sycamore Township upon at least a majority vote do hereby dispense with any requirement that this resolution be read on two separate days, and hereby authorize the adoption of this resolution upon its first reading.

SECTION 5. This resolution shall take effect on the earliest date allowed by law.

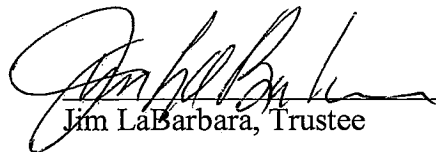
VOTE RECORD:

Mr. Connor AYE Mr. LaBarbara AYE Mr. Weidman AYE

Passed at a meeting of the Board of Township Trustees of Sycamore Township this 16th day of April, 2019.



Thomas J. Weidman, Chairman


Dennis W. Connor, Vice-Chairman



Jim LaBarbara, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed and filed with the Township Fiscal Officer of Sycamore Township this 16th day of April, 2019.


Robert C. Porter III, Fiscal Officer
Sycamore Township, Ohio

APPROVED AS TO FORM:


R. Douglas Miller, Law Director

AGREEMENT FOR SUPPLEMENTAL POLICE PROTECTION SERVICES

This Agreement for Supplemental Police Protection Service ("Agreement") is made this 11 day of October, 19, pursuant to the laws of the State of Ohio, by and between the Sheriff of Hamilton County, Ohio ("Sheriff"), the Board of County Commissioners of Hamilton County, Ohio ("Board"), and the Board of the Township Trustees of Sycamore Township, Hamilton County, Ohio ("Township").

RECITALS

WHEREAS, pursuant to Section 504.16 of the Ohio Revised Code, the Township may obtain police protection services for the Township on a regular basis by contract pursuant to Sections 311.29, 505.43, or 505.50 of the Ohio Revised Code; and

WHEREAS, the Township may pursuant to Section 505.50 of the Ohio Revised Code, contract with the Sheriff and the Board for police protection services; and

WHEREAS, pursuant to Section 311.29 of the Ohio Revised Code, the Sheriff may enter into a contract with the Township to render police protection services and the Township shall reimburse Hamilton County, Ohio, for the costs incurred by the Sheriff for providing such police protection services; and

WHEREAS, the Sheriff, the Board and the Township, pursuant to Section 311.29 and Section 505.50 of the Ohio Revised Code, desire to enter into such an agreement for supplemental police protection services.

NOW, THEREFORE, the parties hereto, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, agree as follows:

ARTICLE I. Responsibilities of the Hamilton County Sheriff's Office

- 1.1 The Sheriff will provide one officer assigned to the Organized Crime/RENU Division ("RENU Officer") to provide supplemental police protection services to the benefit of Sycamore Township and the region, to keep the peace, protect property, and perform other necessary police functions as coordinated by the Sheriff.
- 1.2 The RENU Officer, the scheduling of the RENU Officer, and equipment provided for herein, will, at all times, be under direct supervision of the Sheriff, and subject to the rules, regulations and policies of the Sheriff and the laws of the State of Ohio and the United States. The RENU Officer shall at all times remain an employee of the Sheriff.
- 1.3 The Sheriff is responsible for all expenses incurred by the officer, training and education courses, pursuant to Section 311.29(D) of the Ohio Revised Code, and

miscellaneous expenses associated with the officer.

- 1.4 The Sheriff and County shall be responsible for the acts and omissions of the County RENU Officer, including any damages or other relief awarded to any third party pursuant to a claim filed against the Sheriff, the Board or the RENU Officer. The Sheriff and County shall be responsible only for the costs of their own defense.
- 1.5 Hamilton County will provide and pay for the following additional expenses of the supplemental police protection services provided by the RENU Officer:
 - 1.5.1 Professional Liability Insurance for the RENU Officer providing supplemental police protection services in Sycamore Township under this Agreement.
 - 1.5.2 Workers' Compensation, coverage for all costs, expenses, compensation and medical reimbursements for the RENU Officer providing supplemental police protection services under this Agreement.

ARTICLE II. Responsibilities of Sycamore Township

Personnel Expenses: The Township shall reimburse the Sheriff for the personnel expenses incurred by the Sheriff in providing the services of a RENU Officer in the Township. The Sheriff shall bill, and the Township shall pay, for the services of the RENU Officer in the Township, as indicated on Exhibit A attached hereto, subject to changes in the collective bargaining agreement for Officers. The Township shall not be responsible for any cost for overtime.

- 2.1 The RENU Cost includes 100% of the annual base salary and related fringe benefit costs for one (1) corporal.
- 2.2 The parties agree that if townships other than Sycamore are charged for the provision of RENU Officer services at a rate that is not commensurate with the RENU Cost, then the Township may terminate the Agreement upon 90 days written notice to the Board and the Sheriff.
- 2.3 The costs associated with the RENU Officer payable by the Township shall be subject to changes in the Collective Bargaining Agreement for the Officers.

ARTICLE III. Terms of Payment and Reports

- 3.1 The Sheriff shall submit to the Township, on a monthly basis, an invoice certifying the amount due to the Sheriff for supplemental police protection services provided under this Agreement. The Sheriff will provide reports related to the RENU Officer's activities provided under this Agreement on a periodic basis as may be requested by the Township Administrator.

- 3.2 The Township shall make payment to the Sheriff within forty-five (45) days of receipt of the Sheriff's invoice.
- 3.3 The Sheriff shall pay to the Township five percent (5%) of the monies it receives during the term of this Agreement as a result of asset forfeitures.
- 3.4 The Sheriff shall make payment to the Township on no less than a quarterly basis, commencing one (1) month after the execution date of this Agreement.

ARTICLE IV. Terms of Payment

- 4.1 If fully executed, this Agreement shall be effective as of April 1, 2019 and shall terminate on March 31, 2022 regardless of the date of execution of this Agreement.
- 4.2 Thereafter, this Agreement may be renewed for subsequent one (1) year terms, by mutual written agreement of the parties. The Township shall notify the Sheriff and the Board in writing ninety (90) days before the end of the then current term of the Agreement to renew this agreement for another term.

ARTICLE V. Termination of the Agreement

- 5.1 This Agreement may be terminated by any of the Board, the Sheriff or the Township upon ninety (90) days prior written notice to the other parties, except as otherwise provided in Section 2.2 of this Agreement.

ARTICLE VI. Notices

- 6.1 All notice provided for in this Agreement shall be in writing and shall be deemed to have been properly given (a) upon receipt if delivered in person or by a nationally recognized overnight courier service, or (b) as of the third business day after being sent by registered mail or certified mail, return receipt requested, through the United States Postal Service, or (c) by such other method agreed upon in advance by the parties. Unless otherwise agreed upon in advance by the parties, notice shall be addressed as follows:

If to the Sheriff: Sheriff of Hamilton County, Ohio
Hamilton County Justice Center
1000 Sycamore Street, Room 110
Cincinnati, Ohio 45202

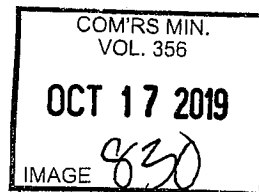
With a copy to: Major Bill Rarrick
Hamilton County Enforcement Division
1000 Sycamore Street, Room 110

Cincinnati, Ohio 45202

If to the Board: Board of County Commissioners
of Hamilton County, Ohio
138 East Court Street, Rm. 600
Cincinnati, Ohio 45202

If to the Township: Board of Township Trustees
Sycamore Township, Ohio
c/o Sycamore Township Administrator
8540 Kenwood Road
Cincinnati, Ohio 45236

--Signature Page to Follow--



IN WITNESS WHEREOF, the parties have signed this Agreement by their authorized representatives on the date first written above.

SHERIFF, HAMILTON COUNTY, OHIO

Jim Neil
By:

BOARD OF COUNTY
COMMISSIONERS OF
HAMILTON COUNTY, OHIO

Tracy Chidm
By:

Mark Johnson
By:

BOARD OF TRUSTEES OF
SYCAMORE TOWNSHIP

Greg Bickford
By: Greg Bickford
Township Administrator
(Resolution No. 2019-46)

Approved as to Form:

[Signature]
Assistant Prosecuting Attorney
Hamilton County, Ohio

Approved as to Form:

[Signature]
Law Director
Sycamore Township, Ohio

EXHIBIT A

2019 – 2021 Projected Costs Sycamore Township for RENU

Level of Service: 1 - 8 hour shift 5 days per week = 40 hrs. per week *52 weeks per year = 2,080

| Contract Costs: | | | |
|-----------------|--------------------|-----------------------|-----------------------|
| | <u>Hourly Rate</u> | <u>Contract Hours</u> | <u>Projected Cost</u> |
| 2019 | 55.6629 | 2,080. (8 hr. car) | \$115,778.83 |
| 2020 | 57.3328 | 2,080. (8 hr. car) | \$119,252.22 |
| 2021 | 59.0528 | 2,080. (8 hr. car) | \$122,829.83 |

| | | |
|-------------------------------|---------------------------|-----------|
| Non-Filled - 40hrs/Week | | |
| Hourly rate for Corporal 2019 | Effective Date 12/27/2018 | \$35.3416 |
| W/O Longevity | | |

Fringe:

| | | |
|---------------------------|-------------|----------|
| Workers Comp | 0% | \$0.0000 |
| LERS | 18.10% | \$6.3968 |
| Medicare | 1.45% | \$0.5125 |
| Hospitalization Insurance | \$15,267.60 | \$7.3402 |
| Unemployment | 0.04% | \$0.0141 |
| RET Vacation | 0.60% | \$0.2120 |
| RET Sick | 0.46% | \$0.1626 |
| EAP | \$18.60 | \$0.0089 |
| Life Insurance | 0.10% | \$0.0353 |
| Holiday Comp | 5.77% | \$2.0392 |
| Uniforms | \$262.95 | \$0.1264 |
| Range | \$98.99 | \$0.0476 |
| Uniform Allowance | \$1,000.00 | \$0.4808 |
| Capital | \$803.73 | \$0.3864 |

| | |
|-------------------------|-----------|
| Hourly rate with Fringe | \$53.1045 |
|-------------------------|-----------|

| | |
|--------------------------------------|----------|
| 4% Personnel charge(4% of \$63.9595) | \$2.5584 |
|--------------------------------------|----------|

OT Rate - \$53.0124

OT Fringe - 20.65%

(LERS , Wrk Comp , RET Vac , RET Sick , Unemploy , Mand Med)

| | |
|------------------|-----------|
| 2019 Hourly Rate | \$55.6629 |
|------------------|-----------|

3/8/2019