

First Reading: March 15, 2022
Second Reading: Dispensed

RESOLUTION NO. 2022 - 017

**A RESOLUTION AUTHORIZING A CONTRACT WITH THE HAMILTON COUNTY
SHERIFF'S OFFICE FOR POLICE PROTECTION SERVICES
AND DISPENSING WITH A SECOND READING**

WHEREAS, the Board of Township Trustees of Sycamore Township desires to contract with the Board of County Commissioners of Hamilton County, Ohio and the Sheriff of Hamilton County, Ohio for the provision of police services in Sycamore Township;

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

SECTION 1. The attached contract with the Hamilton County Sheriff's Office is hereby approved and the Township Administrator is hereby authorized and directed to execute the contract on behalf of the Board.

SECTION 2. 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 3. This Resolution shall take effect on the earliest date allowed by law.

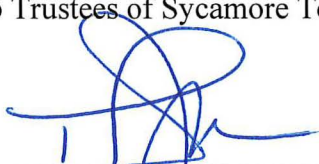
VOTE RECORD:

Mr. James AYE


Ms. Schwegmann AYE

Mr. Weidman AYE

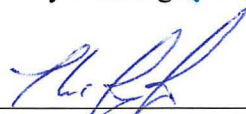
Passed at a meeting of the Board of Township Trustees of Sycamore Township this 15th day of March, 2022.



Thomas J. Weidman, Chairman



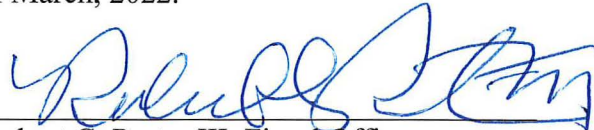
Tracy Schwegmann, Vice Chairman



Thomas C. James, Jr., Trustee

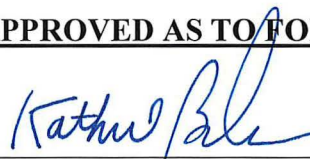
AUTHENTICATION

This is to certify that this resolution was duly passed and filed with the Township Fiscal Officer of Sycamore Township this 15th day of March, 2022.



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

APPROVED AS TO FORM:



~~Lawrence E. Barbieri~~, Interim Law Director
Katherine

AGREEMENT FOR POLICE PROTECTION SERVICES

This Agreement for Police Protection Services ("Agreement") is made as of the 1st day of April, 2022, 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 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, pursuant to Section 505.50 of the Ohio Revised Code, the Township may 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 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 shall provide the number of Enforcement Patrol Deputies ("Deputies") specified in Exhibit A of the Agreement (hereby incorporated by reference) to Sycamore Township. These Deputies shall provide patrol services to the Township in marked Sheriff's vehicles, to keep the peace, protect property, and perform other necessary police functions in the Township. At the Sheriff's discretion, one or more additional, on-duty Deputies may temporarily respond into the Township to assist the Deputies assigned to the Township under this Agreement. Enforcement Patrol Deputies that respond into the Township to engage in law enforcement activities are subject to the terms of this Agreement at no additional cost to the Township.
- 1.2 The Deputies, the scheduling of the Deputies, and the equipment provided herein, shall at all times be under direct supervision and control of the Sheriff, and be subject to the rules, regulations and policies of the Sheriff, and the laws of the State

of Ohio and the United States.

- 1.3 The Sheriff shall use the Sheriff's best efforts to schedule the same Deputies to serve the Township so that the Deputies have the ability to make meaningful connections with Sycamore residents, build trust, learn about community problems, and foster a sense that the Sheriff's Office is the Township's "hometown" police agency.
- 1.4 The Sheriff agrees to remove Deputies assigned to the Township in the event of substantiated allegations of misconduct, significant community relations issues, or other appropriate reasons.
- 1.5 The Sheriff and the Township may agree to the provision of additional Deputies and the hours of service to meet the needs of the Township. The Township shall be required to reimburse Hamilton County for any additional Deputies as set forth below.
- 1.6 The Sheriff shall continue to provide, at no cost to the Township, administrative/support services including Criminal Investigation Section, Organized Crime/RENU (in addition to any separate contract between the parties for supplemental RENU services), Auto Accident Investigation, Bomb Squad and Helicopter assistance.
- 1.7 The Sheriff and Board shall be responsible for their acts and omissions, as well as the acts and omissions of their employees and agents including for any damages or other relief awarded to any third party pursuant to a claim filed against the Sheriff, the Board, or one of its Deputies. The Sheriff and the Board shall not be responsible for any damages or other relief, including the costs of any defense, awarded to any third party pursuant to a claim resulting from the acts or omissions committed by the Township as well as its employees and agents.

ARTICLE II. Responsibilities of Sycamore Township

Personnel Expenses: The Township shall reimburse the Sheriff for all personnel expenses incurred in providing contract Enforcement Patrol Deputies in an amount not to exceed \$2,307,766.43 in 2022, \$2,423,153.89 in 2023, and \$2,551,441.38 plus collective bargaining negotiated pay adjustments for the collective bargaining agreement starting January 2, 2024. The parties agree these are good-faith estimates and actual costs may vary slightly based on Hamilton County healthcare cost adjustments, personnel turnover and promotions, and other variables.

- 2.1 The Township is responsible for costs of Enforcement Patrol Deputies to fulfill the beat structure as described in Exhibit A and vehicle costs as otherwise mutually agreed to at the rates set forth below.

One of the patrol officers will work eight (8.0) hours per day, five days on two days off, to provide "power shift" patrols exclusively in the Township to

keep the peace, protect property, and perform other necessary police functions in the Township, exclusively to Sycamore Township during those periods listed above. When the officer is on vacation, sick leave, leave of absence, training days and/or off-days, the position will not be filled. In addition, the Officers' hours of work and/or work days in the Township may be adjusted by the Sheriff to address operational needs of the Sheriff's office and/or the Township, provided that the weekly hours of work within the Township over the course of each month will average forty (40).

The remaining patrol officers will provide four (4) patrol units twenty-four (24) hours per day, seven (7) days per week, 365 days per year to Sycamore Township. These units will provide patrol service to keep the peace, protect property, and perform other necessary police functions in the Township, exclusively to Sycamore Township during those periods of assignment to the Township, and shall provide such patrol service in Sheriff's vehicles marked "Sycamore Township."

The Sheriff, at no cost to the Township, agrees to provide Sycamore Township with a Lieutenant who serves as District 3 Commander, and the Sheriff agrees to confer with the Township Administrator prior to reassigning said officer to another jurisdiction. The Sheriff, at her discretion and at no cost to the Township, may provide additional supervisors and county-owned vehicles as necessary to provide oversight and supervision of the Enforcement Patrol Deputies assigned to Sycamore Township. The marked Sheriff's cruisers assigned to such supervisors in Sycamore Township shall be the responsibility of the Sheriff to insure, provide fuel and maintenance, and repair or replace when necessary.

- 2.2 The Township acknowledges that these reasonable estimates are intended to assist the Township, and in no way shall the estimate limit or control the amount of expenses billed to and due from the Township. The Sheriff and the Township shall periodically review the Sheriff's actual expenses incurred as of such date. If the Sheriff believes that the estimated annual expenses stated in this agreement may be exceeded, the Sheriff shall provide the Township with a revised estimate of the expenses for the Township's review and approval, which shall not be unreasonably withheld.
- 2.3 The costs associated with the Deputies payable by the Township shall be subject to changes in the Collective Bargaining Agreement for the Deputies.
- 2.4 The Township may reduce the number of Officers provided for in Exhibit A at any time during the term of this Agreement upon 90 days written notice to the Board and the Sheriff.

ARTICLE III. Joint Responsibility of the Parties

- 3.1 The Sheriff and Township shall meet no less than annually to review how effectively the hours of patrol are allocated relative to crime trends, calls for service, operational safety for the Enforcement Patrol Deputies and Sycamore community desires.
- 3.2 The Township Administrator or the Township Administrator's designee shall be made aware of any use of force incidents, civilian complaints, roadway shutdowns, critical incidents, or disciplinary actions arising from or related to events occurring within the Township's jurisdiction within a reasonable period of time after the incident and/or complaint.
- 3.3 The Township shall provide the number of marked Sheriff's cruisers as necessary to keep the peace, protect property, and perform other necessary police functions in the Township, subject to this Agreement. Further, the replacement cost of any subsequent vehicle shall be incurred by the Township and all vehicles provided by the Township under this Agreement shall remain the property of Sycamore Township. The Sheriff shall be responsible for all vehicle maintenance and repair. The Township shall pay for all parts and fuel for Township-owned vehicles. The Township, however, may outsource maintenance work on Township-owned vehicles at its own expense.
- 3.4 The Sheriff shall provide Professional Liability Insurance for the Sheriff's Enforcement Patrol Deputies assigned to Sycamore Township for the duration of this contract.
- 3.5 The Township shall provide appropriate property and casualty insurance for all Sheriff's Office marked vehicles owned by the Township and used to keep the peace, protect property, and perform other necessary police functions in the Township.
- 3.6 Workers' Compensation Premiums shall be reimbursed by the Township. The Township shall subsequently not be responsible for medical claims or lost time claims made by County employees.

ARTICLE IV. Terms of Payment and Reports

- 4.1 The Sheriff shall submit to the Township, on a monthly basis, an invoice certifying the amount due to the Sheriff for police protection services provided and expenses incurred as provided in Article II and III of this Agreement. The Sheriff will provide a monthly report to the Township of the Sheriff's patrol activities in Sycamore Township and such other reports related to the Sheriff's activities in Sycamore Township as may be requested by the Township Administrator on a periodic basis.
- 4.2 The Township shall make payment to the Hamilton County Treasurer by delivering payment to the Sheriff within forty-five (45) days of the receipt of the Sheriff's

invoice.

ARTICLE V. Term of the Agreement

- 5.1 This Agreement shall commence on April 1, 2022, regardless of the date of execution of this Agreement, and shall terminate on March 31, 2024, unless the Agreement is renewed as provided herein.
- 5.2 This Agreement may be renewed for a term of one (1) subsequent year beginning April 1, 2024, 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 term of the Agreement that the Township intends to renew the Agreement for a term of one (1) subsequent year.

ARTICLE VI. Termination of the Agreement

- 6.1 This Agreement may be terminated by either, the Board, the Sheriff, or the Township upon ninety (90) days prior written notice to the other parties. In the event that this Agreement is terminated by either party, the Sheriff shall continue to provide policing services under the terms of this Agreement, including payment, until such time as the Township reconstitutes its police force or otherwise provides for policing services for the Township.

ARTICLE VII. Notices

- 7.1 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, sent by electronic mail with receipt confirmed, 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 Hamilton County, Ohio
Hamilton County Justice Center
1000 Sycamore Street, Room 110
Cincinnati, Ohio 45202

With a copy to: Major Chris Kettelman
Hamilton County Sheriff's Office
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 of Sycamore Township, Ohio
c/o Sycamore Township Administrator
8540 Kenwood Road
Sycamore Township, OH 45236

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

SHERIFF, HAMILTON COUNTY, OHIO

BOARD OF COUNTY COMMISSIONERS
OF HAMILTON COUNTY, OHIO

By: _____

By: _____

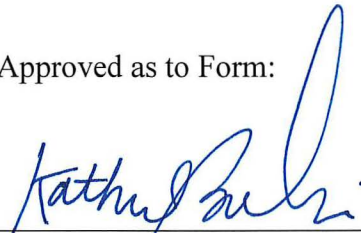
BOARD OF TOWNSHIP TRUSTEES OF
SYCAMORE TOWNSHIP

By:  _____
Township Administrator
(Resolution No. _____)

Approved as to Form:

Approved as to Form:

Assistant Prosecuting Attorney
Hamilton County, Ohio



Law Director
Sycamore Township, Ohio

EXHIBIT A

2022 – 2024 Sycamore Twp. Projected Estimated Costs

4 - 24 hour shifts = 24 hrs. x 365 days per year = 35,040 Hrs.

1 – Power shift = 2080 Hrs (Corporal)

Projected Contract Costs:

	<u>Hourly Rate</u>	<u>Contract Hours</u>	<u>Projected Cost</u>
2022	62.1745	35040 (4-24 hr. cars)	\$2,178,594.48
	62.1019	2080 (1-Power Shift)	<u>\$129,171.95</u>
			\$2,307,766.43
2023	65.2832	35040 (4-24 hr. cars)	\$2,287,523.33
	65.2070	2080 (1-Power Shift)	<u>\$135,630.56</u>
			\$2,423,153.89
2024 (Leap Year)	68.5474	35136 (4-24 hr. cars)	\$2,408,481.45
	68.4674	2088 (1-Power Shift)	<u>\$142,959.93</u>
			\$2,551,441.38

*** 2022, 2023 and 2024 Projected estimated amounts using 5% increase***

Collective Bargaining Agreement Effective Through Dec.31, 2023

Wage re-opener Dec. 2021 for calendar year 2022, 2023