

RESOLUTION 2019- 47

**A RESOLUTION APPROVING AND AUTHORIZING A CONTRACT WITH THE
UNIVERSITY OF CINCINNATI FOR A POLICE AGENCY STAFFING ANALYSIS**

WHEREAS, the Board of Township Trustees of Sycamore Township desires to study police staffing levels in Sycamore Township and

WHEREAS, the University of Cincinnati College of Education, Criminal Justice and Human Services, Institute for Crime Science (UC) has the means to provide a study of police staffing levels in Sycamore Township;

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

SECTION 1. The Board hereby approves the attached Agency Staffing Analysis Proposal for Technical Assistance, Consulting, and Evaluation in substantially the same form as attached hereto.

SECTION 2. Upon approval of any revisions to the attached agreement by the Township Law Director, the Township Administrator is hereby authorized and directed to execute the attached Agency Staffing Analysis Proposal for Technical Assistance, Consulting, and Evaluation.

SECTION 3. The Board of Township Trustees of Sycamore Township, by at least two-third vote of all of its members, dispenses with any requirement that this Resolution be read on two separate days and authorizes its passage upon one reading.

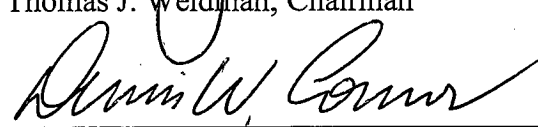
SECTION 4. This Resolution shall take effect on the earliest date allowed by law.

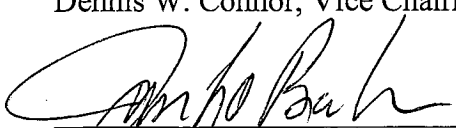
VOTE RECORD:

Mr. Connor Aye Mr. LaBarbara Aye Mr. Weidman Aye

PASSED at the meeting of the Board of Trustees this 16th day of April, 2019.

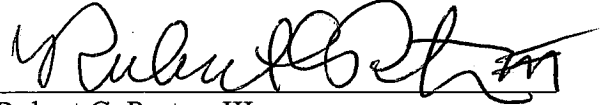

Thomas J. Weidman, Chairman


Dennis W. Connor, Vice Chairman


Jim LaBarbara, Trustee

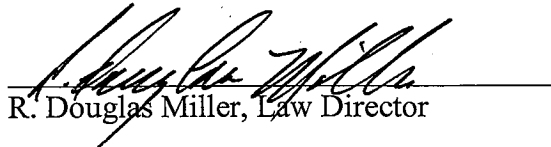
AUTHENTICATION

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

A handwritten signature in black ink, appearing to read "Robert C. Porter, III", written over a horizontal line.

Robert C. Porter, III
Sycamore Township Fiscal Officer

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "R. Douglas Miller", written over a horizontal line.
R. Douglas Miller, Law Director

Localgovernment/Sycamore/Resolutions/2019/PoliceStaffingStudy

Agency Staffing Analysis
Proposal for Technical Assistance, Consulting, and Evaluation

THIS TECHNICAL ASSISTANCE AGREEMENT is made and effective as of the date of last signing (herein the "Effective Date") by and between **SYCAMORE TOWNSHIP** (herein "Sponsor") having its principal office at 8540 Kenwood Road, Sycamore Township, Ohio 45236 and the **UNIVERSITY OF CINCINNATI**, a state institution of higher education organized under Chapter 3361 of the Ohio Revised Code, on behalf of the College of Education, Criminal Justice and Human Services, Institute for Crime Science (ICS), (herein "UC") having a designated business office at 2610 McMicken Circle, Cincinnati, Ohio 45221-0389.

WHEREAS, the technical assistance contemplated by this Agreement is of mutual interest and benefit to UC and to the Sponsor, and will further the objectives of UC in a manner consistent with its status as a nonprofit, tax-exempt, research and educational institution,

NOW, THEREFORE, the parties hereto agree as follows:

1. **STATEMENT OF WORK.** UC agrees to use its reasonable efforts to perform the technical assistance (herein the "Staffing Analysis") as set forth in Exhibit A .
2. **PRINCIPAL INVESTIGATOR.** The staffing analysis will be supervised by Daniel Gerard. If, for any reason, that person is unable to continue to serve as Principal Investigator, Sponsor and UC shall attempt to find a successor acceptable to both parties. If such a successor is not available, this Agreement shall be terminated as provided in Article 6.
3. **TERM.** The Staffing Analysis shall be conducted during the term of this Agreement, beginning on February 1, 2019 and ending on June 30, 2019. The Agreement may be renewed by mutual written agreement of the parties.
4. **REIMBURSEMENT OF COSTS.** In consideration of the foregoing, the Sponsor agrees to support the training set forth in Exhibit A, including all direct and indirect costs consistent with UC's policy for the conduct of this training effort, by paying the amount of \$10,000.00.
5. **PAYMENT.** Payment shall be made to UC by the Sponsor in U.S. dollars, due and payable within 30 days upon receipt of invoice. Invoice should be sent to:

Name: John Schwartz _____
Company: University of Cincinnati _____
Address: PO Box 210389 _____
Cincinnati, Ohio 45221-0389 _____

6. EARLY TERMINATION.

- A. Should UC breach this Agreement or become unable to perform hereunder, Sponsor shall have the right to terminate this Agreement. Sponsor shall notify UC of its intention to do so, and termination shall become effective thirty (30) days thereafter if UC is unable to cure the breach or rectify the problem.
- B. Failure of Sponsor to pay any amount required hereunder within thirty (30) days after receipt of an invoice from UC shall be cause for UC to terminate this Agreement. UC shall notify Sponsor of its intention to do so, and termination shall become effective sixty (60) days thereafter if Sponsor has not made such payment in full.
- C. Termination under this Article 6 does not relieve Sponsor of the obligation to reimburse all costs and non-cancelable expenses and commitments incurred in the performance of

the Training Program prior to termination, such reimbursement not to exceed the total project cost as specified in Exhibit B.

- D. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party.

7. REPORTS AND CONFIDENTIAL INFORMATION

- A. From time to time during the term of this Agreement, UC will provide Sponsor with written summaries of the staffing analysis progress. A final report will be provided at completion.
- B. As used herein, "Confidential Information" shall mean information or data, relating to the Staffing Analysis that originates with either party and is disclosed or provided to the other. The recipient may use the originator's Confidential Information for purposes of this Agreement, but agrees neither to use for any other purpose nor to disclose or provide such Confidential Information to any third party at any time during the term of this Agreement or thereafter, except to the extent that such Confidential Information was demonstrably known to the recipient from sources other than the originator prior to its disclosure hereunder; or to the extent that such Confidential Information was or is public knowledge prior to or after its disclosure, other than through acts or omissions attributable to the recipient; or to the extent that such Confidential Information was disclosed or provided to the recipient by a third party who did not derive such information from the originator; or to the extent that disclosure is required by law. The parties acknowledge that UC is a state entity subject to Section 149.43 of the Ohio Revised Code. To the extent disclosure is required by law or judicial process, UC shall notify Sponsor in advance of releasing any Confidential Information. Reasonable efforts shall be made to provide this notice in sufficient time to allow the Sponsor to seek an appropriate protective order or modification of any disclosure. Obligations of confidentiality set out in this Section 7 shall survive the expiration or termination of this Agreement.

8. **PUBLICATIONS.** UC reserves the right to publish the results of its research on the Staffing Analysis.
9. **USE OF NAMES.** Neither party will use the name or trademarks of the other in any advertising or other form of publicity without the written permission of the other. If permission is sought to use trademarks, the Director of Licensing will need to be notified.
10. **HUMAN STUDIES.** Any use of human subjects in the performance of research hereunder shall comply with all applicable laws and government regulations, including any required approvals by an institutional review board.
11. **NOTICES.** Any notices required to be given or which shall be given under this Agreement shall be in writing delivered by first class mail (air mail if not domestic) addressed to the parties as follows:

SPONSOR

Greg Bickford
Township Administrator
Sycamore Township
8540 Kenwood Road
Cincinnati, OH 45236

UNIVERSITY OF CINCINNATI

John R. Schwartz, MS
Director of Business Affairs
Associate Director, UCCI/ICS
2610 McMicken Circle
Cincinnati, Ohio 45221-0389

Phone : (513) 791-8447
Fax : (513) 792-8564
E-mail : gbickford@sycamoretownship.org

Phone : (513) 556-1913
Fax : (513) 556-2037
E-mail : john.schwartz@uc.edu

With copy to:
University of Cincinnati
Office of General Counsel
368 University Hall
51 Goodman Avenue
PO Box 210661
Cincinnati, Ohio 45221-0661

In the event notices, statements, and payments required under this Agreement are sent by certified or registered mail by one party to the other party at its above address, they shall be deemed to have been given or made as of the date so mailed, otherwise as of the date received.

12. **ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and the successors to substantially the entire business and assets of the respective parties hereto. This Agreement shall not be assignable by either party without the prior written consent of the other party.
13. **GOVERNING LAW.** The validity and interpretation of this Agreement and the legal relation of the parties to it shall be governed by the laws of the State of Ohio and the United States. The provisions of this Section 14 shall survive the expiration or termination of this Agreement.
14. **GOVERNING LANGUAGE.** In the event that a translation of this agreement is prepared and signed by the parties for the convenience of the sponsor, this English language version shall be the official version and shall govern if there is a conflict between the two.
15. **FORCE MAJEURE.** UC shall not be responsible to the Sponsor for failure to perform any of the obligations imposed by this agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage, or any cause beyond the reasonable control of UC.
16. **WARRANTY DISCLAIMER.** Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, sold or otherwise disposed of hereunder, or under any license that may be granted, is or will be free from infringement of patents, copyrights and trademarks of third parties; an obligation to bring or prosecute actions or suits against third parties for infringement; conferring rights to use in advertising, publicity or otherwise any trademark or the name of UC. Except as expressly set forth in this Agreement, **UC MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE LICENSED PRODUCT WILL NOT INFRINGE ANY PATENT, COPYRIGHT OR TRADEMARK OR OTHER RIGHTS, AND ANY ACTIVITY PERFORMED OR DELIVERABLE PROVIDED HEREUNDER SHALL BE FREE OF INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.**
17. **ENTIRE AGREEMENT.** Unless otherwise specified, this Agreement embodies the entire understanding between UC and the Sponsor for this project, and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement, including without limitation, changes in the statement of work, total cost, and period

of performance, shall be effective unless made in writing and signed by authorized representatives of the parties.

18. **NO WAIVER.** The failure of a party to exercise any right or to demand the performance by the other party of duties required under this Agreement shall not constitute a waiver of any rights or obligations provided for herein.

19. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all counterparts put together shall constitute one and the same agreement. The parties agree that this Agreement may be executed and transmitted by facsimile or electronically and a facsimile or signed electronic copy shall be as enforceable as an original.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers or representatives to be effective as of the Effective Date.

SPONSOR _____

UNIVERSITY OF CINCINNATI

By: _____

By: _____

Name: Greg Bickford

Name: John R. Schwartz, MS

Title: Township Administrator

Title: Director of Business Affairs,
Associate Director, UCCI/ICS

Date: _____

Date: _____

EIN: _____

EIN: 31-6000989

DUNS: _____

DUNS: 041064767

PI: _____

PI: Daniel Gerard _____

Exhibit A

Staffing Study

- UC Institute of Crime Science (ICS) will conduct a staffing analysis for the Village of Silverton and Sycamore Township. The staffing study will focus on the core responsibilities of patrol officers:
- Responding to citizen-generated calls for police services (CFS)
- Handling police-generated calls for police services
- Police administrative tasks
- Proactive police work, such as hotspot or problem-oriented policing, in order to promote crime prevention

For this staffing analysis, ICS will draw from staffing publications disseminated by the International City/County Management Association (ICMA) and the U.S. Department of Justice Community Oriented Policing Services (COPS) staffing guide.

Standard performance measures focus on two important dimensions:

- 1) Percentage of patrol time allocated to citizen generated CFS, and
- 2) Percentage of patrol time allocated to both citizen + police generated CFS.

In terms of the former (citizen-only CFS), the COPS office cites the 33% to 50% allocation rule (i.e., that roughly 33% to 50% of patrol time should be used to address citizen-generated CFS with the remaining time dedicated to proactive patrols and problem solving).

For both citizen and police generated CFS combined, the ICMA (as well as Shane, 2007) cites a 60% rule for both citizen and police generated CFS (i.e., that roughly 60% of patrol time should be used to address both citizen and police generated CFS with the remaining time dedicated to proactive patrols and problem solving).

Our staffing models presents estimates incorporating both guiding models, thus providing more robust performance objectives.

In this study we will provide staffing information within the following format:

- 1) Examine the distribution of total calls for service by hour of day, day of week, and month
- 2) Examine the distribution of total calls for service by geographic boundaries of all three communities
- 3) Examine the nature of calls for service
- 4) Estimate the time consumed on calls for service
- 5) Provide staffing estimates commensurate with citizen demands
- 6) Estimating the agency shift relief factor
- 7) Establish performance objectives

UC will prepare an individual staffing study for Silverton and Sycamore Township as well as an additional combined staffing analysis for both political subdivisions as merged into one joint police district. The combined analysis will include a staffing model and suggested districts or beats based on crime and calls for service (workload) data of both jurisdictions.

Feasibility Study

- ICS will conduct a Joint Police District (JPD) feasibility study for the Village of Silverton and Sycamore Township. The feasibility study will focus on the following areas:
- Description and demographic characteristics of each jurisdiction, which will help determine similarities and differences in communities and their unique needs.
- Degree of intergovernmental cooperation, particularly among other subsections of local government which are key to a successful consolidation effort

- Economic and fiscal conditions of each jurisdiction which will help determine the fiscal capacity of each jurisdiction for funding a JPD as well determining an equitable cost sharing model
- Current method and level of police service delivery
- Current police staffing
- Crime and calls for service statistics for each jurisdiction to determine how crime distributes geographically in the new JPD (included in the staffing analysis)
- Police calls for service data for each jurisdiction to help determine service demands in a new JPD, which will determine appropriate staffing levels (included in the staffing analysis)
- Consolidated, written analysis of police data and records, which will inform and guide stakeholders and decision-makers (included in staffing analysis)
- Survey of the physical assets of each jurisdiction such as buildings, vehicles, and any other equipment necessary for the operation of a new JPD
- Issues surrounding pensions and collective bargaining agreements
- Liability insurance and legal counsel options for a new JPD

Deliverables / Timeline

1. The ICS staff will provide additional technical assistance regarding data gathering throughout the contract period
2. On-site visits for technical assistance, data collection, presentations to key stakeholders and consultation [As Needed]
3. Interim and final written report documenting the staffing analysis and feasibility study [March 1, 2019-or earlier and May 31, 2019- or earlier]

Costs

The total costs for this project for Sycamore Township is the fixed amount of \$10,000. UC will invoice 50% at the start of the project and 50% upon completion of the project.