

First Reading: April 2, 2024
Second Reading: Dispensed

RESOLUTION NO. 2024 - 032

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

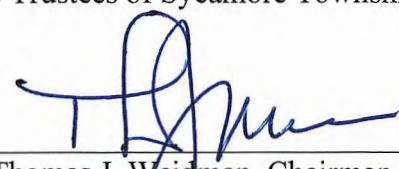
VOTE RECORD:

Mr. Kellums *Aye*

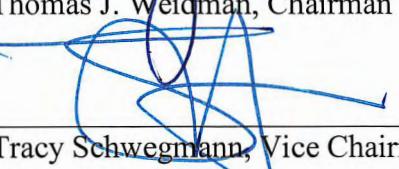
Ms. Schwegmann *Aye*

Mr. Weidman *Aye*

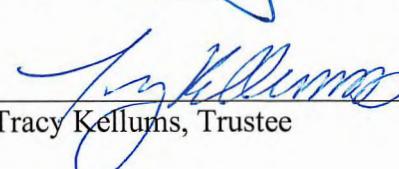
Passed at a meeting of the Board of Township Trustees of Sycamore Township this 2nd day of April, 2024.



Thomas J. Weidman, Chairman



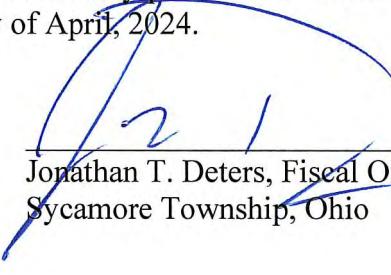
Tracy Schwegmann, Vice Chairman



Tracy Kellums, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed and filed with the Township Fiscal Officer of Sycamore Township this 2nd day of April, 2024.



Jonathan T. Deters, Fiscal Officer
Sycamore Township, Ohio

APPROVED AS TO FORM:



Lawrence E. Barbiere, Law Director

AGREEMENT FOR POLICE PROTECTION SERVICES

This Agreement for Police Protection Services ("Agreement") is made as of the 1st day of April, 2024, 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 Aerial Drone 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 \$2,535,698.96 in 2024, \$2,675,163.57 in 2025, \$2,822,296.22 in 2026 and \$2,977,521.31 in 2027 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.

- 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 fourteen (14) 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, 2024, regardless of the date of execution of this Agreement, and shall terminate on March 31, 2027, 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, 2027, 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 Ketteman
Hamilton County Sheriff's Office
Enforcement Division
1000 Sycamore Street, Room 110
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

By: Charmaine Coffey

BOARD OF TOWNSHIP TRUSTEES OF
SYCAMORE TOWNSHIP

By: Lynn

Township Administrator
(Resolution No.)

BOARD OF COUNTY COMMISSIONERS
OF HAMILTON COUNTY, OHIO

By: Jay L. Clark

Approved as to Form:

J. R.
Assistant Prosecuting Attorney
Hamilton County, Ohio

Approved as to Form:

L.E. Baileie
Law Director
Sycamore Township, Ohio

EXHIBIT A

Sycamore Township 2024 - 2027 Projected Estimated Costs

4 - 24 hour shifts = 24 hrs. x 365 days per year = 35,040 hours
1 - Power shift = 2,080 hours

Projected Contract Costs:

	<u>Hourly Rate</u>	<u>Contract Hours</u>	<u>Projected Cost</u>
2024	68.6521	35,040 (4-24 hr. cars)	\$2,405,569.58
	62.5622	2,080 (1-Power Shift)	<u>\$130,129.38</u> \$2,535,698.96
2025	72.4280	35,040 (4-24 hr. cars)	\$2,537,877.12
	66.0031	2,080 (1-Power Shift)	<u>\$137,286.45</u> \$2,675,163.57
2026	76.4115	35,040 (4-24 hr. cars)	\$2,677,458.96
	69.6333	2,080 (1-Power Shift)	<u>\$144,837.26</u> \$2,822,296.22
2027	80.6141	35,040 (4-24 hr. cars)	\$2,824,718.06
	73.4631	2,080 (1-Power Shift)	<u>\$152,803.25</u> \$2,977,521.31

*** 2024, 2025, 2026 and 2027 Projected estimated amounts using 5.5% increase***

AGREEMENT FOR SUPPLEMENTAL POLICE PROTECTION SERVICES

This Agreement for Supplemental Police Protection Service ("Agreement") is made this 1st day of April, 2024, 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 3.11.29 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 will provide vehicles, radios, weapons, uniforms (new and replacement) and all other items in sufficient number to allow the RENU Officer to

provide complete service and 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 only 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, not to exceed **\$141,221.39** in 2024, **\$148,988.53** in 2025, **\$157,182.90** in 2026 and **\$165,828.00** in 2027, plus collective bargaining negotiated pay adjustments for the collective bargaining agreement starting January 2, 2024. The Township shall not be responsible for any cost for overtime. 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 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.

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, 2024, and shall terminate on March 31, 2027, 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 Hamilton County, Ohio
Hamilton County Justice Center
1000 Sycamore Street, Room 110
Cincinnati, Ohio 45202

With a copy to:

Major Chris Ketteman
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

By: Christopher Gaffey

BOARD OF TOWNSHIP TRUSTEES OF
SYCAMORE TOWNSHIP

By: Lyn

Township Administrator
(Resolution No. 2024-030)

Approved as to Form:

John
Assistant Prosecuting Attorney
Hamilton County, Ohio

BOARD OF COUNTY COMMISSIONERS
OF HAMILTON COUNTY, OHIO

By: J. W. Ogle

Approved as to Form:

L. E. Bullock
Law Director
Sycamore Township, Ohio

EXHIBIT A

Sycamore Township 2024 - 2027 Projected Estimated Costs

1 -- RENU Agent = 2,080 hours (Corporal)

Projected Contract Costs:

	<u>Hourly Rate</u>	<u>Contract Hours</u>	<u>Projected Cost</u>
2024	67.8949	2,080 (1-Power Shift)	\$141,221.39
2025	71.6291	2,080 (1-Power Shift)	\$148,988.53
2026	75.5687	2,080 (1-Power Shift)	\$157,182.90
2027	79.7250	2,080 (1-Power Shift)	\$165,828.00

*** 2024, 2025, 2026 and 2027 Projected estimated amounts using 5.5% increase***