

RESOLUTION G2020-37

RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO SIGN AN AGREEMENT FOR POLICE PROTECTION SERVICES WITH THE HAMILTON COUNTY SHERIFF'S OFFICE AND THE BOARD OF COUNTY COMMISSIONERS AND DISPENSING WITH A SECOND READING

WHEREAS, pursuant to Sections 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 505.43 of the Ohio Revised Code, the Township may contract with the Sheriff and the Board of 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 Sections 311.29 and Section 505.43 of the Ohio Revised Code, desire to enter into such an agreement for police protection services; and

WHEREAS, the contract shall take effect and be in effect beginning on May 1, 2020 and end on April 30, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Symmes Township, Hamilton County, Ohio:

Section 1. That the Symmes Township Board of Trustees authorize the Administrator to sign a contract for police protection services with the Hamilton County Sheriff and Board of County Commissioners as it is set forth on the attached exhibit A.

Section 2. Hereby authorizes and directs that such payments be made in accordance with the terms and conditions as set forth in Exhibit B.

Section 3. The Township Fiscal Officer is hereby directed to make payments to the Hamilton County Sheriff's Office in the amount of \$1,339,782.87 for year 2020/2021, \$1,406,772.78 for year 2021/2022, and \$1,477,111.20 for year 2022/2023 which will provide two 24-hour beats, 365 days a year and one 12-hour beat, 365 days a year for a total of 21,900 regular hours (17,520 + 4,380).

Section 4. It is hereby certified that all formal actions of the Board of Trustees of Symmes Township, Hamilton County, Ohio relating to the adoption of this Resolution were taken in an open meeting of the Board and that all deliberations of the Board were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 5. Upon majority vote does hereby dispense with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of this Resolution upon its first reading.

Section 6. This Resolution shall take effect and be enforced from and after the earliest period allowed by law.

ADOPTED MAY 5, 2020 – RESOLUTION G2020-37

Vote Record: Ms. Leis _____ Mr. Bryant _____ Mr. Beck _____

BOARD OF TRUSTEES:

Jodie L. Leis, President

Kenneth N. Bryant, Vice-President

Philip J. Beck, Trustee

ATTEST:

APPROVED AS TO FORM:

Joseph C. Grossi, Fiscal Officer

Kevin C. McDonough, Law Director

AGREEMENT FOR POLICE PROTECTION SERVICES

This Agreement for Police Protection Services (“Agreement”) is made as of the 1st day of April, 2020, 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 Symmes 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 505.43 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 505.43 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 will provide the number of Enforcement Patrol Deputies (“Deputies”) specified on Exhibit A to this Agreement to provide police protection services in Symmes Township. Said Exhibit A is by this reference incorporated herein. The Deputies will provide patrol services within Symmes Township in a Sheriff’s vehicle (as set forth in Exhibit “A”) to keep the peace, protect property, and perform other necessary police functions in Symmes Township. All parties agree that, at the Sheriff’s discretion, one or more additional, on-duty Deputies may temporarily respond into the Township to assist Deputies assigned to the Township under this agreement. All parties agree that Deputies that respond into the Township to engage in law enforcement activities are subject to the terms of this Agreement. However, these temporary Deputies are provided to the Township for no additional cost and are not Additional Deputies within the meaning of Section 1.4 hereof.

- 1.2 The Deputies, the training and scheduling of the Deputies, and equipment required 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 Deputies shall at all times remain employees of the Sheriff.
- 1.3 The Sheriff, at no cost to the Township, agrees to provide the 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.
- 1.4 The Sheriff and the Township may agree to the provision of additional Deputies (“Additional Deputies”) and the hours of their service to meet the needs of the Township. The Township will reimburse Hamilton County for the cost associated with any additional Deputies on the same basis as the Township reimburses Hamilton County for the cost associated with Deputies.
- 1.5 The Sheriff is responsible for training and education courses, pursuant to Section 311.29 (D) of the Ohio Revised Code.
- 1.6 The Sheriff will continue to provide at no cost to the Township, Administrative/ Support Services to include but not limited to 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 County shall be responsible for the acts and omissions of their Deputies provided for herein, including any damages or other relief awarded to any third party pursuant to a claim filed against the Sheriff, the County or one of its Deputies. The Sheriff and County shall be responsible only for the costs of their own defense.

ARTICLE II. Responsibilities of Symmes Township

Personnel Expenses: The Township shall reimburse the Sheriff for personnel expenses (to be calculated on an hourly basis), including salary, fringe expenses, and overtime, incurred in providing those Deputies indicated on Exhibit A attached hereto, subject to changes in the collective bargaining agreement for Deputies.

- 2.1 Symmes Township is responsible for the costs associated with two (2) patrol beats twenty-four (24) hours per day, 365 days per year, one (1) patrol beat twelve (12) hours per day, 365 days per year and vehicle costs as provided for under this Agreement.

These beats will provide patrol service to keep the peace, protect property, and perform other necessary police functions in the Township, exclusively to Symmes Township during those periods of assignment to the Township, and shall provide such patrol service in Sheriff's vehicles marked "Symmes Township."

- 2.2 The Township acknowledges that estimates provided under this Agreement are intended to assist the Township in budgeting and shall in no way limit or control the amount of expenses billed to and due from the Township. The Sheriff and Township shall periodically review the Sheriff's actual expenses incurred as of such date. If the Sheriff believes that the estimated 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 Monthly billing will occur at an hourly rate for each Deputy as set forth in Exhibit B. This hourly rate is intended to provide a reasonable estimate for costs associated for a Deputy assigned to Symmes Township.
- 2.4 The Enforcement Patrol Deputies will be dispatched by the entity of Symmes Township's choosing. All costs associated with the dispatch of Enforcement Patrol Deputies while providing police protection services under this Agreement are the sole responsibility of the Township.
- 2.5 The Township acknowledges that estimates provided under this Agreement are intended to assist the Township in budgeting and shall in no way limit the Sheriff from recovering expenses associated with providing police protection services under this Agreement.
- 2.6 The costs associated with the Deputies payable by the Township shall be subject to actual changes in the Collective Bargaining Agreement for the Deputies.
- 2.7 The Township may reduce the number of Deputies 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.
- 2.8 The parties agree that if townships other than Symmes, Whitewater, Crosby and Harrison Townships are charged for the provision of police services at a rate that is not commensurate with the rate charged to Symmes Township, then the Township may terminate this Agreement upon 90 days written notice to the Board and the Sheriff.
- 2.9 The Township shall be responsible for the acts and omissions of its employees, including any damages or other relief awarded to any third party pursuant to a claim filed against the Township or one of its employees. The Township shall be responsible for the costs of defending a claim against the Township or its

employees.

ARTICLE III. Joint Responsibility of the Parties

- 3.1 Vehicles: Sheriff and Township will provide the number of patrol cruisers and other vehicles as set forth in Exhibit A, unless during the term of the Agreement, the Sheriff and the Township agree in writing to a different number of vehicles. The Township shall pay for all parts, related to repair and maintenance, and fuel for Township owned vehicles. The Sheriff shall be responsible for all labor related to vehicle maintenance and repair for vehicles owned by the Township. The Township, however, may outsource maintenance work on Township-owned vehicles at its own expense. In the event a vehicle used in the fulfillment of this Agreement is destroyed or otherwise must be replaced it is the responsibility of the party who has provided that vehicle to replace it.
- 3.2 The Township shall provide automobile liability insurance for all vehicles owned by the Township that the Enforcement Patrol Deputies and Sheriff use to provide services under this Agreement.
- 3.3 The Sheriff will provide and the Sheriff and Board agree that Hamilton County will pay for the following additional expenses of police protection services:
 - 3.3.1 Professional Liability Insurance for all Sheriff's employees providing police protection services in Symmes Township under this Agreement.

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 under this Agreement. The Sheriff will provide a monthly report to the Township of the Sheriff's patrol activities in Symmes Township and such other reports related to the Sheriff's activities in Symmes Township as may be requested by the Township Administrator on a periodic basis.
- 4.2 The Township shall make payment to the Hamilton County Sheriff by delivering payment to the Sheriff within thirty (30) days of the receipt of the Sheriff's invoice.

ARTICLE V. Term of the Agreement

- 5.1 This Agreement shall commence on May 1, 2020, regardless of the date of execution of this Agreement, and shall terminate on April 30, 2023.

ARTICLE VI. Termination of the Agreement

6.1 This Agreement may be terminated by any of the Board, the Sheriff or the Township upon one hundred eighty (180) days prior written notice to the other parties, except as otherwise provided under this Agreement.

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, 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 Symmes Street, Room 110
Cincinnati, Ohio 45202

With a copy to: Major Chris Ketteman
Hamilton County Sheriff's Office
Enforcement Division
1000 Symmes 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: Symmes Township Administrator
9323 Union Cemetery Road
Loveland, Ohio 45140
Fax: (513) 683-6626

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: _____

CHIEF DEPUTY, HAMILTON COUNTY, OHIO

By: _____

BOARD OF TOWNSHIP TRUSTEES OF
SYMMES TOWNSHIP

By: _____

Approved as to Form:

Approved as to Form:

Assistant Prosecuting Attorney
Hamilton County, Ohio

Law Director
Symmes Township, Ohio

EXHIBIT A

Subject to the terms of the Agreement, the Township shall provide nine (9) patrol cruisers to provide police protection services exclusively in Symmes Township and the Sheriff shall provide the remaining number of patrol cruisers and other vehicles required to provide police protection services in the Township.

2020-2022 Projected Costs Symmes Twp.

Level of Service: **2** - 24 hour beats, 365 days per year = 17,520 hours per year
 1 - 12 hour beat, 365 days per year = 4,380 hours per year

Total annual contract hours = 17,520 + 4,380 = 21,900 Hours Regular Rate

The Sheriff shall provide sufficient personnel to fulfill the following beats to be compensated by Symmes Township: two 24-hour cars 7 days per week beats and one 12-hour car 7 days per week beat.

Contract Costs:

	<u>Hourly rate</u>	<u>Contract Hours</u>	<u>Projected Cost</u>
2020	\$61.1773	21,900	\$1,339,782.87
2021	\$64.2362*	21,900	\$1,406,772.78
2022	\$67.4480*	21,900	\$1,477,111.20

***Estimated amount for 2021 and 2022 due to unknown collective bargaining agreements and fringe benefit changes.**