

ORDINANCE NO. 21-3677

**AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER
TO ENTER INTO AN AGREEMENT WITH THE HAMILTON COUNTY COMMISSIONERS AND
THE HAMILTON COUNTY SHERIFF TO PROVIDE POLICE SERVICES TO THE VILLAGE OF
SILVERTON, AND DECLARING AN EMERGENCY**

WHEREAS, the Hamilton County Sheriff and the Board of Hamilton County Commissioners are able to provide police services to the Village of Silverton; and

WHEREAS, the Village of Silverton is committed to the safety and well-being of its residents; and

WHEREAS, the Village of Silverton and the Office of the Hamilton County Sheriff have successfully partnered to achieve high quality, cost-effective law enforcement in Silverton since August 1, 2014 through December 31, 2021, and the parties wish to continue this effective partnership moving forward; and

WHEREAS, the parties desire to enter into an agreement that will set forth the terms and policies governing the provision of police services; and

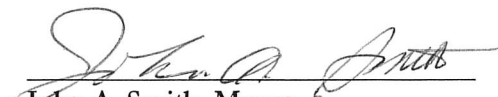
NOW THEREFORE, BE IT RESOLVED by the Village Council of Silverton, that:


SECTION I. The Village Manager is hereby authorized to enter into an agreement, attached hereto as Exhibit A, with the Hamilton County Sheriff and the Board of County Commissioners setting forth the terms and policies governing the provision of police services.

SECTION II. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and welfare of the Village of Silverton and its residents; the reason for the emergency being the need to implement the terms and conditions of the new agreement as soon as possible to ensure continued police protection for the residents of Silverton from the women and men in the Hamilton County Sheriff's Office. Therefore, this Ordinance shall take effect and be in force from and after its passage.

PASSED this 18th day of November, 2021.

ATTEST:


John A. Smith, Mayor

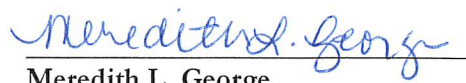

Thomas M. Carroll, Village Manager

Approved as to form:


Bryan E. Pacheco, Village Solicitor

CERTIFICATION:

I, Meredith L. George, Clerk of Council of the Village of Silverton, County of Hamilton, State of Ohio; do hereby certify that there is no newspaper published in said municipality and that publication of the foregoing Ordinance No. 21-3677 has been duly made by posting true copies in two (2) places that are accessible by the public in said municipality, as determined by Council as follows: 1) Silverton Town Hall lobby area and Council Chambers foyer; and 2) Silverton's official website. Said posting was for a period of fifteen days commencing Nov 19, 2021.


Meredith L. George
Clerk of Council of Silverton, Ohio

AGREEMENT FOR POLICE PROTECTION SERVICES

This Agreement for Police Protection Services ("Agreement") is made this _____ day of _____, 20____, 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 Council of the Village Silverton, Hamilton County, Ohio ("Village").

RECITALS

WHEREAS, the Village shall pursuant to Section 737.11 of the Ohio Revised Code, provide police protection services for the Village; and

WHEREAS, the Village may pursuant to Sections 311.29 and 737.04 of the Ohio Revised Code, contract with the Sheriff and the Board for police protection services; and

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

WHEREAS, the Sheriff, the Board and the Village, 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, 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 specified in Exhibit A of the Agreement (hereby incorporated by reference) to the Village of Silverton in Hamilton County, Ohio. These Enforcement Patrol Deputies shall provide patrol service to the Village in marked Sheriff's vehicles, to keep the peace, protect property, and perform other necessary police functions in the Village as coordinated by the Sheriff and the Village. At the Sheriff's discretion, one or more additional, on-duty Enforcement Patrol Deputies may temporarily respond into the Village to assist Enforcement Patrol Deputies assigned to the Village under this Agreement. Enforcement Patrol Deputies that respond into the Village to engage in law enforcement activities are subject to the terms of this Agreement at no additional cost to the Village.
- 1.2 The Enforcement Patrol Deputies, the scheduling of the Enforcement Patrol Deputies, and equipment provided, herein, shall, at all times, be under direct supervision and control 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.

- 1.3 The Sheriff shall use the Sheriff's best efforts to schedule the same Enforcement Patrol Deputies to serve the Village so that the Enforcement Patrol Deputies have the ability to make meaningful connections with Silverton residents, build trust, learn about community problems, and foster a sense that the Sheriff's Office is the Village's "hometown" police agency.
- 1.4 The Sheriff agrees to remove Enforcement Patrol Deputies assigned to the Village in the event of substantiated allegations of misconduct, significant community relations issues, or other appropriate reasons.
- 1.5 The Sheriff and the Village may agree to additional Enforcement Patrol Deputies and the hours of service to meet the needs of the Village. The Village shall be required to reimburse Hamilton County for any additional Enforcement Patrol Deputies as set forth below.
- 1.6 The Sheriff shall continue to provide, at no cost to the Village, administrative / support services to include but not limited to Criminal Investigation Section, Organized Crime/RENU, Auto Accident Investigation, Bomb Squad and Helicopter assistance.
- 1.7 Enforcement Patrol Deputies shall be available to speak at the Village's Blockwatch Association (SBWA) functions on an as needed basis. SBWA is an important community group which shall be utilized and served by the Sheriff.
- 1.8 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 Village as well as its employees and agents.

ARTICLE II. Responsibilities of the Village of Silverton

Personnel Expenses: The Village shall reimburse the Sheriff for all personnel expenses incurred in providing contract Enforcement Patrol Deputies in an amount not to exceed \$816,972.93 in 2022, \$857,821.25 in 2023, and \$903,280.54 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 Village 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.

- 2.2 The Village acknowledges that these reasonable estimates are intended to assist the Village, and in no way shall the estimate limit or control the amount of expenses billed to and due from the Village. The Sheriff and the Village 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 Village with a revised estimate of the expenses for the Village's review and approval, which shall not be unreasonably withheld.
- 2.3 The costs associated with police protection services under this Agreement shall be subject to changes within the Collective Bargaining Agreement.
- 2.4 Monthly billing will occur at an hourly rate for each Deputy as set forth in Exhibit D. This hourly rate is intended to provide a reasonable estimate for costs associated for a Deputy assigned to the Village of Silverton. Exhibit D shall be updated annually and provided to the Village with the first billing cycle of the New Year.
- 2.5 Equipment
- 2.5.1 The Village shall provide five police cruisers for use by the Sheriff's Office for exclusive use of providing police protection services in the Village. The Sheriff shall provide remaining number of patrol cruisers and other vehicles required to provide police protection services under this Agreement. The Sheriff shall be responsible for all vehicle maintenance and repair, excluding maintenance and repair of electric vehicles and components for which the Sheriff's Office does not have certification. The Village shall pay for all parts for vehicles owned by and used in the Village. The Village is responsible for all costs associated with Village-owned vehicles. Furthermore, if a Village-owned vehicle is destroyed in the fulfillment of this Agreement or otherwise must be replaced, the Village is responsible for the replacement.
- 2.5.2 The Sheriff shall be responsible for all maintenance expenses for gasoline-powered vehicles used to provide police protection services under this Agreement.
- 2.5.3 The Sheriff shall provide sufficient weapons to Enforcement Patrol Deputies to provide police protection service under this Agreement.

ARTICLE III. Joint Responsibility of Parties, Hamilton County Sheriff's Office and the Village of Silverton

- 3.1 The Sheriff and Village 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 Silverton community desires.

- 3.2 Within 14 days of a written request, authorized designees of the Sheriff and Village shall meet to review the performance of the policing services rendered under this Agreement. Performance of the policing services shall be measured utilizing commonly accepted practices and criteria in the State of Ohio, which shall include but not be limited to the performance metrics attached hereto as Exhibit B and made a part hereof.
- 3.3 The Village Manager or the Village Manager's designee shall have access to all offense reports, tickets, activity sheets, or any other documentation produced by the Enforcement Patrol Deputies. Upon request, the Village shall be provided any relevant statistical and performance data, including comparison data from other jurisdictions served by the Sheriff.
- 3.4 The Village Manager or the Village Manager'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 Village's jurisdiction within a reasonable period of time after the incident and/or complaint. Upon request of either party, the parties shall meet and develop an appropriate communication plan concerning events within the Village. The parties agree to define a list of offenses and critical incidents that shall require notification of the Village Manager and the Village Manager's designee. That list is attached as Exhibit C and made a part hereof.
- 3.5 The Village 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 Village, subject to this Agreement. Further, the replacement cost of any subsequent vehicle shall be incurred by the Village and all vehicles provided by the Village under this Agreement shall remain the property of the Village of Silverton.
- 3.6 The Sheriff shall provide up to eight Deputies for the annual Memorial Day parade that runs through Silverton, Deer Park, and Sycamore Township. The Village is responsible for reimbursing Sheriff for expenses associated with the Deputies.
- 3.7 The Sheriff and Village shall coordinate with on-duty personnel for special events, and shall participate if on-duty personnel are available.
- 3.8 The Sheriff shall provide Professional Liability Insurance for the Sheriff's Enforcement Patrol Deputies assigned to Silverton for the duration of this contract.

- 3.9 The Village shall provide appropriate property and casualty insurance for all Sheriff's Office marked vehicles owned by the Village and used to keep the peace, protect property, and perform other necessary police functions in the Village.
- 3.10 Workers' Compensation Premiums shall be reimbursed by the Village. The Village shall subsequently not be responsible for medical claims or lost time claims made by County employees.
- 3.11 The Village shall provide all fuel used by the Enforcement Patrol Deputies serving in Silverton.

ARTICLE IV. Terms of Payment

- 4.1 The Sheriff shall submit to the Village, 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 Article III of this Agreement.
- 4.2 The Village shall make 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 January 1, 2022 and shall continue through December 31, 2024, regardless of the date of execution of this Agreement.

ARTICLE VI. Termination of the Agreement

- 6.1 This Agreement may be terminated by either, the Board, the Sheriff, or the Village 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 Village reconstitutes its police force or otherwise provides for policing services for the Village.

ARTICLE VII. Notice Provision

7. 1. All notice provided under 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
email: ajones@hcsso.org and pstackpole@hcsso.org

With a copy to: Major Chris Kettelman
Hamilton County Sheriff Patrol Division
11021 Hamilton Avenue
Cincinnati, Ohio 45231
email: ckettelman@hcsso.org

If to the Board: Board of County Commissioners of Hamilton County, Ohio
138 East Court Street, Rm 600
Cincinnati, Ohio 45202
Fax: (513) 946-4444

If to the Village: Silverton Village Manager
6943 Montgomery Road
Silverton, Ohio 45236
Fax: (513) 936-6247

(The space below is intentionally left blank.)

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: _____

By: _____

VILLAGE COUNCIL VILLAGE OF SILYERTON

By: _____

Approved as to Form:

Assistant Prosecuting Attorney,
Hamilton County, Ohio



By: Village Solicitor

EXHIBIT A

HAMILTON COUNTY SHERIFF RESPONSIBILITIES FOR ENFORCEMENT PATROL DEPUTIES

HAMILTON COUNTY SHERIFF I VILLAGE OF SILVERTON

Subject to the terms of the Agreement, the Sheriff shall provide the following number of Enforcement Patrol Deputies and a patrol vehicle as described below to the Village:

1. The Sheriff shall provide sufficient personnel to fulfill the following beats to be compensated by the Village of Silverton: one 24-hour car per day 365 days per year and one 12-hour car 365 days per year.
2. Level of Service: 1 - 24 hour shift = 24 hrs. x 365 days per year = 8,760*
 1 - 12 hour shift = 12 hrs. x 365 days per year = 4,380*

Contract Costs:

	<u>Hourly Rate</u>	<u>Contract Hours</u>	<u>Projected Cost</u>
2022	62.1745	8,760. (24 hr. car)	\$544,648.62
	62.1745	4,380. (12 hr. car)	\$272,324.31
			<u>\$816,972.93</u>
2023	65.2832	8,760. (24 hr. car)	\$571,880.83
	65.2832	4,380. (12 hr. car)	\$285,940.42
			<u>\$857,821.25</u>
2024	68.5474	8,760. (24 hr. car)	\$602,120.36
	68.5474	4,380. (12 hr. car)	\$301,060.18
			<u>\$903,180.54</u>

*The contract hours for 2024 (a leap year) will increase to 8,784 for the 24-hour car and 4,392 for the 12-hour car.

EXHIBIT B

Silverton Law Enforcement Performance Metrics

Part I Crime in Silverton

UCR Part I Crime	2018	2019	2020	2021
Murder				
Rape				
Robbery				
Aggravated Assault				
Sub-total, Part I Violent Crime				
Burglary, Breaking & Entering				
Theft/Larceny				
Motor Vehicle Theft				
Arson				
Sub-total, Part I Property Crime				
Total Part I Crime				
Silverton, UCR Part I Crime per 1,000 Residents				

Arrests in Silverton

Arrests	2018	2019	2020	2021
Juvenile Drug Arrests				
Juvenile Non-Drug Arrests				
Total Juvenile Arrests				
Adult Drug Arrests				
Adult Non-Drug Arrests				
Total Adult Arrests				
Total Drug Arrests				
Total Non-Drug Arrests				
Total Arrests				
Silverton Arrests per 1,000 Residents				

Law Enforcement in Silverton

Law Enforcement	2018	2019	2020	2021
Average Response Time, Priority Calls				
Average Response Time, Non-Priority Calls				
Average Response Time, Overall				
Directed Patrol				
Use of Force Incidents				
Investigator Case Load				
Investigator Case Clearance Rate				
Rad-Letter Case Handling				
Silverton Case Clearance Rate				
Silverton Original Arrests				
Community Events Participate in by SO				
Silverton Block Watch Meetings				
Traffic Enforcement				
Traffic Charges				
Parking Citations				
Traffic Warnings				
Operating Vehicles While Intoxicated (OVI)				
Total Traffic Activity				
Automobile Accidents				
Injuries from Automobile Accidents				
Automobile Accidents Involving Alcohol				
Fatal Automobile Accidents				

EXHIBIT C

The Village Manager or designee will be notified of the following incidents that occur within the Village.

- Homicide
- Officer involved shootings or use of force where suspect requires hospital treatment
- Officer seriously injured
- SWAT activation
- Amber Alert/A Child is missing
- Serious/Fatal auto injuries
- Any CIS activation
- Any violent felony
- Any suicide or suspicious death
- When there is a serious civil disorder within the Village of Silverton or the surrounding area
- Any bomb threat in the Village of Silverton
- Any Spectacular event, i.e. a major fire, a train wreck, an explosion, etc.
- Traffic pursuits ending in an Auto Accident
- Any event which gets media coverage
- Any incident which the District Commander determines the Village Manager or designee needs to be notified of.

Exhibit D

2021

12 or 24 hr (filled shifts)

EO / CORP

Average hourly rate	As of 02/16/2021	\$34.3666
Fringe:		
Workers Comp	0.490%	\$0.1684
LEERS	18.10%	\$6.2204
Medicare	1.45%	\$0.4983
Hospitalization Insurance	\$13,823.12	\$6.6457
Unemployment	0.25%	\$0.0859
RET Vacation	0.71%	\$0.2440
RET Sick	0.66%	\$0.2268
EAP	\$18.60	\$0.0089
Life Insurance	0.10%	\$0.0344
Holiday Comp	5.77%	\$1.9830
Pers Days	0.15%	\$0.0515
Vacation	3.40%	\$1.1685
Sick	4.19%	\$1.4400
Uniforms	\$244.14	\$0.1174
Range	\$144.75	\$0.0696
Uniform Allowance	\$1,000.00	\$0.4808
Capital	\$803.73	\$0.3864
Hourly rate with Fringe		\$54.1965
8% of Personnel Cost		\$5.0172
Personnel Charge	\$62.7156	
OT Rate -	\$51.5499	
OT Fringe -	21.6600%	
(Wrk Comp, LEERS, Manditory Med, Unemploy, RET Vac , RET Sick)		
2021 Hourly Rate		\$59.2138

Exhibit D will be updated annually over the term of this contract