

**AGREEMENT FOR SECURITY AND WARRANT ENFORCEMENT SERVICES FOR
THE TOLEDO MUNICIPAL COURT**

BETWEEN

THE CITY OF TOLEDO

AND

THE LUCAS COUNTY SHERIFF'S OFFICE

THIS AGREEMENT is entered into and effective this _____ day of _____, 2021 by and between the City of Toledo, ("**City**"), pursuant to Ordinance number _____ passed _____, 2021, and the Lucas County Sheriff's Office, ("**Sheriff**"), together referred to herein as "the **Parties**" or individually as "**Party**".

WHEREAS, the City, and the Toledo Municipal Court ("**Court**") wish to establish and operate a system for the security of the Court and perpetuate a Warrant Enforcement Unit program to enhance the Court's efficiency and effectiveness; and

WHEREAS, as a result of negotiations between the Sheriff, the City, and the Court, it is determined that participation in such a program by the City and the Court is desirable and would ultimately aid in the protection of the community and the administration of justice; and

NOW THEREFORE, the Sheriff, the City, and the Court, in consideration of the mutual covenants herein contained, agree as follows:

SECTION I

For purposes of this Agreement only, "**Prisoner**" is a person who is held at the Lucas County Corrections Center and is scheduled to appear before the Court, whether charged under Ohio Revised Code or Toledo Municipal Code.

SECTION II

The Parties agree that the Sheriff shall be responsible for the security of the Court building as regulated and authorized by the Judges of the Court. The Sheriff shall provide a sufficient number of Sheriff's deputies to maintain the Court building security and transportation of Prisoners subject to the following term and conditions:

- A. Sheriff deputies shall have successfully completed the minimum hours of pre-service training designed by the Ohio Peace Officer Training Council and required by law.
- B. The City shall pay any additional costs incurred by the Sheriff in maintaining the agreed number of deputies when a shortage occurs and the Court requires that the number of deputies be maintained because of vacations, illness, or other authorized time off; mandatory forty hours training; weapons qualification; first aid and CPR training; or any other training related to Court security; compensatory time; and overtime. The City shall not be responsible for additional costs caused by reassignments, furlough days off, cross training, or any other training not specified herein.
- C. The number of deputies and their classifications has been determined by the Sheriff and the Court Judges not to exceed 22 Posts. The posts are a Sergeant and 21 Full-Time Deputies (including 2 deputies for the Warrant Enforcement Unit). The sergeant and deputy sheriff officers shall be selected by the Court Judges from a list of candidates submitted by the Sheriff and must meet the requirements of Section A above. In addition, an interview panel composed of representatives from the Court and the Sheriff's Office will review applications and interview qualified candidates. The Presiding Judge will forward an order of preference of candidates, or request for assignment, to the Sheriff. Officers selected for detail to the Court security will be assigned by the Sheriff until terminated or reassigned by the Sheriff. The Court has the right to decline an assignment of an officer. These officers, once selected, shall be assigned to the Court security and the Warrant Enforcement unit detail by the Sheriff. The officers will so serve until terminated by the Sheriff or reassigned by the Sheriff after consultation with the Court judges. Any change in the number of deputies assigned to the Court must be approved by the Sheriff, Court judges, and the City. The Warrant Enforcement unit program outline is attached hereto as Exhibit "A" and incorporated by reference herein.
- D. The Sheriff shall transport, at its cost and expense, Prisoners between Court building and the Lucas County Corrections Center.
- E. The Court judges shall, in conjunction with the Sheriff, develop policies and procedures for the operation and maintenance of court security.

SECTION III

The City agrees to pay the County the actual costs of the deputies assigned to the Municipal Court security, not to exceed legislatively approved amounts as reflected on the City's Fiscal Officer's Certificate(s).

The estimated cost for court security and the warrant enforcement unit for calendar year 2022 is \$2,101,724.39. The Sheriff will invoice the City on a monthly basis the actual cost of providing Court security and Warrant Enforcement. The City and Court agree to pay the full amount of each invoice within 30 days of receipt.

These costs and hourly rates are estimates. Any modifications to the current Lucas County Sheriff's Office Wage Schedule or other fiscal terms of the Lucas County Sheriff's Office Bargaining Unit agreements shall be incorporated into this agreement. In the event the Lucas County Sheriff's Office Wage Schedule or other fiscal terms of the Lucas County Sheriff's Office Bargaining unit agreement change, the Sheriff's Department will notify the City and the Court of such a change in writing, within 3 business days of such change.

SECTION IV

This Agreement may be amended from time to time in writing signed, without cause, by the parties. Such amendment shall be attached hereto, and become a part hereof.

SECTION V

This Agreement may be terminated by either party by, without cause, upon one hundred and eighty (180) days written notification to the Lucas County Sheriff or the Court's Presiding and Administrative Judge. If this agreement is terminated, the City will be responsible for all pro-rated services provided up to the date of termination.

SECTION VI

This Agreement shall remain in effect from the effective date through December 31, 2022. Upon mutual written agreement of the parties, this Agreement may be renewed annually up to 4 additional years, with the final expiration date to be no later than December 31, 2026. Should the parties agree to renew this Agreement, a new Cost Analysis shall be created by the Sheriff in order to accurately reflect the updated costs for the term being renewed.

IN WITNESS HEREOF, the parties hereto have affixed their hands on the date and year first written above.

CITY OF TOLEDO

LUCAS COUNTY SHERIFF

Wade Kapszukiewicz, Mayor

Mike Navarre, Sheriff

APPROVED AS TO CONTENT:

William M. Connelly
Presiding and Administrative Judge
Toledo Municipal Court

Kevin Helminski
Director of Finance
Lucas County Sheriff's Office

C. Lisa Falgiano
Court Administrator
Toledo Municipal Court

APPROVED AS TO FORM:

Dale Emch, Law Director, Toledo

Kevin Pituch, Lucas County Prosecutor's Office

Exhibit A

Warrant Enforcement Unit Program

The Warrant Enforcement Unit Program provides the Court with the resources necessary to quickly and effectively address failure of defendants to appear for pretrial and trial. Under this Program, Judges can identify individuals who fail to appear to be quickly brought before the Court to address the failure to appear, including the implementation of additional conditions of release to ensure future appearances of the defendant. Each week the four Judges who are not in a mandatory Court would identify defendants for immediate warrant enforcement. Cases involving domestic violence, assault, or other crimes involving a human victim, would be prioritized. Failures to appear, particularly for a trial date, waste time and resources and require repeated appearances by victims, witnesses, and law enforcement personnel.

In order to staff the Warrant Enforcement Unit Program, the Court contracts with the Sheriff's Office for two additional Court Security posts as well as a vehicle. These posts and vehicle are used exclusively for the purpose of warrant enforcement.

Defendants apprehended by the Deputy Sheriffs posted to the Court's Warrant Enforcement Unit Program will first be brought before the Court to address adjusting conditions of release. The Court will also coordinate for Pretrial Services to prepare a PSA-Court report for each defendant brought before the Court. Additional conditions could include pretrial supervision or pretrial electronic monitoring of the defendant. If necessary, Court Security staff will book the defendant.

ATTACHEMENT ONE HERE