



Date: February 1, 2022

To: John P. Curp, Interim City Manager

From: Lauren Sundararajan, CFE, Internal Audit Manager *LS*

Copies to: Internal Audit Committee
William Weber, Assistant City Manager
Eliot K. Isaac, Police Chief

Subject: **Central Warrant Agreement Audit**

Attached is the Central Warrant Agreement audit report. The primary objective of this performance audit was to assess the efficiency and effectiveness of internal controls and practices applicable to the management of the Central Warrant Agreement. This audit was conducted per the request of the Budget Director.

We would like to thank the management and staff of the Cincinnati Police Department for their assistance and cooperation during this audit.

If you need any further information, please contact me.

Attachment

Central Warrant Agreement

February 2022



Lauren Sundararajan, CFE
Internal Audit Manager

Pam King
Senior Internal Auditor

Arancha Lattanzio
Internal Auditor

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Executive Summary

Internal Audit (IA) conducted a performance audit of the Central Warrant Agreement (Agreement). The primary objective of this audit was to assess the efficiency and effectiveness of internal controls and practices applicable to the management of the Agreement.

In 1988, the City of Cincinnati (City) and the Hamilton County Board of Commissioners (County), entered into two Central Warrant/Identification Unit Agreements. The original Agreement effective November 10 through December 31, 1988, authorized a permanent consolidation of a Central Warrant/Identification Unit, combining the functions of the Cincinnati Police Department (CPD), the Hamilton County Sheriff's Office, and the Hamilton County Clerk of Courts' Office.¹ The second Agreement reaffirmed the consolidation of warrant and identification processing and became effective January 1, 1989.²

The audit revealed several opportunities for CPD, who are responsible for managing the Agreement, to strengthen its internal controls. Primarily, this outdated Agreement lacks standard contract terms and conditions, such as: the term of the contract; payment terms with corresponding reports; a contract amendment process; a contingency plan; and a detailed statement of work, including a budget. Not only is an original budget not included in the Agreement, information regarding how the internal City budget was formulated does not exist. Furthermore, there is no information on any subsequent budget analysis. Given the lack of specifications regarding payment processing, the County does not provide comprehensive supporting documentation and reporting with monthly invoice submissions.

Additionally, Article 5(d) of the second Agreement stipulates that a review of the cost-share percentage applied to the City and County must be performed annually; however, this has been performed only at implementation in 1988 and once again in the year 2000.³ Finally, despite the requirement to form a Policy Board charged with directing policy and review, this Board no longer appears operational; and therefore, this Agreement has not been reviewed for its relevancy and effectiveness in many years.

To strengthen internal controls and ensure this Agreement complies with City policy, IA recommends this Agreement be revised to include standard contractual terms and conditions. Further, the Agreement's budget should be reviewed annually based on actual cost factors to minimize overages. In addition, CPD should verify through consistent monthly invoices, supporting documentation, and reporting whether payments to the County are for warrant/identification processing services it is performing on behalf of the City. IA also recommends that the requirement to review the cost-share percentage annually be implemented; and review the requirement to maintain a Policy Board to determine whether such a Board is necessary for assessing and implementing contractual provisions.

¹ See Appendix A – Central Warrant/Identification Unit: First Agreement.

² See Appendix B – Central Warrant/Identification Unit: Second Agreement.

³ See Appendix C – Central Warrant/Identification Unit: Time Study 2000.

I. Introduction

Background

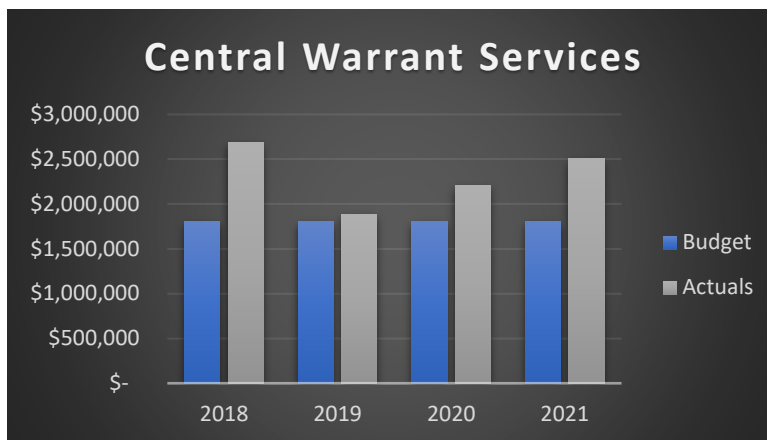
In November 1988, the City of Cincinnati, and the Hamilton County Board of Commissioners, entered into two Central Warrant/Identification Unit Agreements. The original Agreement effective November 10 through December 31, 1988, authorized a permanent consolidation of a Central Warrant/Identification Unit, combining the functions of the Cincinnati Police Department, the Hamilton County Sheriff's Office, and the Hamilton County Clerk of Courts' Office. The second Agreement reaffirmed the consolidation of warrant and identification processing and became effective January 1, 1989, with an indeterminate termination date. This second Agreement has been in effect since January 1, 1989, with no formal modifications or amendments per existing documentation available.

This Agreement states that "the Hamilton County Sheriff's Office shall be responsible for managing and administering all operations of the Central Warrant/Identification Unit". Further, the Agreement stipulates that "the County and City jointly shall share in the total annual operating costs of the Unit". The share of these expenses and obligations were determined by a cost share formula, which originally resulted in CPD paying 78% of salaries and benefits with an additional eight percent for non-personnel costs. In the year 2000, a subsequent time study was completed resulting in the City's responsibility at 70% of costs with the County paying 30%. There has not been another time study completed since the year 2000.

As described on the Hamilton County Sheriff's Office website⁴, the Sheriff's Office Warrants Unit is responsible for maintaining centralized control of all warrants and capiases (bench warrants) that are the responsibility of the Hamilton County Sheriff's Office, the Cincinnati Police, and the Municipal Bailiff's Office. The Warrant Unit is also responsible for the accurate and timely processing of each warrant issued; entering each warrant in accordance with standards set by the National Crime Information Center. Furthermore, the Warrant Unit verifies wanted information on both city and county warrants to all local, state, federal, and out of state police agencies. The Identification Unit is responsible for the capture and classification of fingerprints and photographs of all individuals brought to the Justice Center. The Identification Unit also houses the Automated Fingerprint Identification Unit (AFIS), which aids local, state, and federal agencies in the tracking of criminals.

Although a budget amount is not included in the Agreement, the City budgeted \$1.8 million from 2018 through 2021 for these services. The chart below reflects the budget overages that have occurred during this timeframe ranging anywhere from \$80,000 to about \$900,000. These budget overages without any discernible justification for them raised concern, which resulted in this internal audit review.

⁴ <https://www.hcso.org/support-services/>



Audit Selection

IA conducted this audit per the request of the Budget Director.

Audit Objective

The primary objective of this performance audit was to assess the efficiency and effectiveness of internal controls and practices applicable to the management of the Central Warrant Agreement.

Audit Scope and Methodology

To achieve the objective, Internal Audit reviewed invoices related to the Agreement, interviewed appropriate staff, sought verification of actions through documented reports, analyzed data, examined all relevant documents, and all applicable policies and procedures. Records reviewed included data generated between FY 2018 – FY 2021.

Statement of Auditing Standards

As required by the Cincinnati Administrative Code Article II §15, this audit was conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS), except for standard 5.90 pertaining to external peer review requirements. This exception did not have a material effect on the audit.

IA continues to conduct internal quality reviews to assure the conformance with applicable GAGAS. IA performed the fieldwork between November 2021 – December 2021.

Commendations

IA commends the staff of the Cincinnati Police Department for their cooperation throughout the audit.

II. Audit Findings and Recommendations

The Central Warrant/Identification Unit agreement written in 1988 does not include standard contract terms and conditions.

Per the City of Cincinnati's Procurement Manual there are standard and routine contract terms and conditions, including but not limited to: the term of the contract; payment terms; and contract amendments. According to the Components of an Effective Contract Monitoring System, best practices include: a contingency plan; a detailed statement of work – contract requirements and objective, cost/budget, site visits/audits; deliverables; performance measures and goals; and monthly or quarterly payments with corresponding reports that are directly related to the contract terms.

The Central Warrant/Identification Unit Agreement does not require the County to provide warrant processing unit counts despite the fact the entire Agreement's cost formula percentage is based on the number of "units" the County is processing on behalf of the City of Cincinnati. Further, the Agreement does not require Central Warrant Unit employee level salary and performance data as supporting documentation for invoice processing.

IA was advised that the intention of this Agreement was not to pay for an expanding Central Warrant Unit with potentially increased scope/duties beyond warrant/identification processing, although this may have in fact occurred. Due to a lack of a contingency plan and possessing minimal leverage, CPD has continued to process invoices without re-visiting the terms and conditions of this Agreement.

Recommendation 1: It is recommended that this Agreement be revised to include standard contractual terms and conditions.

Department Response: Agreed. A Request for Legal Services (RLS) to revise the 1988 contract to include standard contractual terms and conditions will be prepared by Finance Management staff and submitted to the Law Department by February 7, 2022.

CPD has not been enforcing the requirement described in Article 5(d) of the second Agreement.

Despite a requirement in the second Agreement to review annually the cost-share percentage, this has been performed only at implementation in 1988 and once again in the year 2000. For twenty-one years, there has been no analysis regarding the relevancy and/or continued effectiveness of the Agreement. As a result of the 2000 review, CPD has been paying 70% of total salary and overhead costs for all County Central Warrant/Identification Unit employees without assessing if this continues to be an accurate cost-share percentage.

Sample invoices reviewed by IA include lump sum amounts for wages, fringes, and non-personnel expenses at 70% of all costs. Per job descriptions, County Central Warrant/Identification Unit employees have responsibilities in addition to warrant/identification processing, which are not included in the Agreement. It is unclear whether these additional job responsibilities are within scope and should continue to be reimbursed.

The lack of a thorough understanding regarding contractual provisions to determine accurate adherence to an agreement creates the opportunity for misuse of funds and increases the likelihood that the execution of the contract does not adhere to City policy.

Recommendation 2: CPD should adhere to the Central Warrant Agreement's requirement to examine workload, percentages, and billing procedures every year for the life of the Agreement.

Department Response: Agreed. The Finance Management Section will direct Hamilton County to comply with Section 5.a. of the contract to examine the workload volume and provide a cost share formula as defined in Appendix I annually, as required by 5.d.

There is no information regarding how the budget was originally formulated, nor information on any subsequent budget analysis.

The Central Warrant/Identification Unit Agreement is budgeted for approximately \$1.8 million annually. For the past four consecutive years, budget overages have occurred anywhere between \$80,000 to \$900,000 without any analysis completed by City Administration. Budgeting provides a systematic way of reviewing estimated with actual results, coordinating future activities, and setting realistic targets. It is an effective management tool that provides a timeframe required to control finances. Without proper budget formulation and management, budget overages may continue to occur without control.

Further, IA was informed that a review of cost factors affecting the budget has not been completed. Instead, the budget has been formulated based on a prior year's expenses, with yearly overages occurring without assessing causes for the increase. When a municipality does not accurately forecast the budget and has budget overruns, it places the municipality at risk of budget shortfalls in other areas, which can affect the fiscal stability of the local government.

Recommendation 3: The Central Warrant/Identification Unit Agreement's budget should be reviewed annually based on actual cost factors that impact the budget.

Department Response: Agreed. The Finance Management Section will review the cost factors related to the Central Warrant contract with our budget analyst during budget preparation each year.

The County is not required to provide and does not provide comprehensive supporting documentation and reporting with monthly invoice submissions.

Due to the age of this agreement, there have not been historical and consistent records or processes in place to determine whether the City has been paying for the services as described in the Central Warrant Agreement. Furthermore, requirements on invoice submission and processing are deficient.

The lack of clear contractual provisions creates the opportunity for the misuse of funds and increases the likelihood that the execution of the contract does not adhere to City policy. Furthermore, given the lack of supporting documentation with monthly invoices, the potential for a backlog of warrant processing could be placing the safety of law enforcement officers and the public at risk.

Recommendation 4: CPD should verify through invoices, supporting documentation, and reporting whether payments to the County are for warrant/identification processing services it is performing on behalf of the City.

Department Response: Agreed. Finance Management will require the County to provide more detailed supporting documentation for monthly invoices.

The City of Cincinnati does not have any historical or current documentation and information regarding the Central Warrant/Identification Unit Policy Board formed as a requirement of the 1988 Agreement.

The Central Warrant/Identification Unit Agreement was signed 33 years ago. IA found that the original signing parties have transitioned to other roles or have since retired. Additionally, CPD is unaware of anyone currently participating on the Board. Consequently, CPD has not maintained any records of the Policy Board.

Adequate records document that a board has followed all appropriate steps for determining best policies and that they have exercised due care in carrying out their responsibilities. When board records are not adequately documented or retained, it places the City at risk of not being able to determine if the terms of the agreement have been followed.

Recommendation 5: CPD should review and determine whether a Policy Board is necessary to implement contractual provisions.

Department Response: Agreed. CPD will work with the Law Department to include a Policy Board as part of the contract terms to be renegotiated.

III. Conclusion

The Central Warrant Agreement establishes the Hamilton County Sheriff's Office Warrants and Identification Unit as the administering agency for maintaining centralized control of all warrants and capiases, as well as the capture and classification of fingerprints and photographs of all individuals brought to the Justice Center that are the responsibility of the Cincinnati Police. As such, CPD is responsible for the oversight and management of the Central Warrant Agreement. To ensure the Agreement is adequately monitored and terms are enforced, strong internal controls must exist.

The audit revealed several opportunities for improvement over the management of the Agreement. Primarily, this Agreement should be revised to include standard contractual terms and conditions. Additionally, the budget should be reviewed annually based on actual cost factors, thereby minimizing overages. Further, CPD should verify through consistent and comprehensive monthly invoices that payments are solely for warrant/identification processing services. IA also recommends that the requirement to review annually the cost-share percentage be implemented; as well as review the requirement to maintain a Policy Board to determine whether such a Board is necessary to continue the services performed under this Agreement.

IV. Cincinnati Police Department Response

Date: January 27, 2022

To: Lauren Sundararajan, Internal Audit Manager

From: Colonel Eliot K. Isaac, Police Chief

Copies to:

Subject: Response to Audit Findings and Recommendations – Central Warrant Agreement

Internal Audit conducted a performance audit of the Central Warrant Agreement between the Cincinnati Police Department and Hamilton County. The Cincinnati Police Department agrees with the audit recommendations, and will work to implement them as described below:

Recommendation #1: It is recommended that this Agreement be revised to include standard contractual terms and conditions.

Department Response: A Request for Legal Services (RLS) to revise the 1988 contract to include standard contractual terms and conditions will be prepared by Finance Management staff and submitted to the Law Department by February 7, 2022.

Recommendation #2: CPD should adhere to the Central Warrant Agreement's requirement to examine workload, percentages, and billing procedures every year for the life of the Agreement.

Department Response: Finance Management Section will direct Hamilton County to comply with Section 5.a. of the contract to examine the workload volume and provide a cost share formula as defined in Appendix I annually, as required by 5.d.

Recommendation #3: The Central Warrant/Identification Unit Agreement's budget should be reviewed annually based on actual cost factors that impact the budget.

Department Response: The Finance Management Section will review the cost factors related to the Central Warrant contract with our budget analyst during budget preparation each year.

Recommendation #4: CPD should verify through invoices, supporting documentation, and reporting whether payments to the County are for warrant/identification processing services it is performing on behalf of the city.

Department Response: Finance Management will require the County to provide more detailed supporting documentation for monthly invoices.

Recommendation #5: CPD should review and determine whether a Policy Board is necessary to implement contractual provisions.

Department Response: CPD will work with the Law Department to include a Policy Board as part of the contract terms to be renegotiated.

TAT

V. Appendix A – Central Warrant/Identification Unit: First Agreement



85X0003

A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of _____, 1988, by and between the City of Cincinnati, hereinafter referred to as "City," and the Hamilton County Board of Commissioners, hereinafter referred to as "County,"

W I T N E S S E T H :

WHEREAS, the City, by Ordinance #405-1988, has authorized its' City Manager to enter into an agreement with the County to "continue and make permanent the consolidated operation of a Central Warrant Identification Unit, combining functions of the Hamilton County Sheriff's Office, the Hamilton County Clerk of Courts' Office and the Cincinnati Police Division"; and

* WHEREAS, the City is unable to fill vacancies in the unit presently performing these functions due to the limited life expectancy of those positions under the City's purview; and

WHEREAS, the County is unable to fill those positions during 1988; and,

WHEREAS, the County is willing to provide personnel for said vacancies prior to January 1, 1989, provided funding is available;

NOW, THEREFORE, be it agreed by and between City and County:

1. Scope of Services

The County will provide a maximum of thirteen (13) Data Entry Operator 2's to fill vacancies as needed in the Warrant Identification Unit. The personnel provided will not exceed the number of vacancies at any given time during the term of this Agreement.

2. Term of Agreement

The term of this Agreement shall begin on November 10, 1988 and shall be completed on December 31, 1988.

3. Compensation and Method of Payment

Compensation: The City agrees to pay to the County up to but not in excess of Thirty-Six Thousand, Five Hundred Dollars (\$36,500.00) as full and complete compensation for the County's services required and outlined in Paragraph 1 hereof. Payment shall be made based on the actual amounts earned by the Data Entry Operator 2's provided plus approximately 28% fringe benefits. All wages and fringe benefits shall be itemized.

Method of Payment: The City shall make payment to the County upon presentation by the County of City of Cincinnati Claim Voucher forms accompanied by adequate documentation of expenses.

4. Subcontracting

None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

5. Assignability

The County shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the City thereby.

6. Termination

This Agreement may be terminated at any time by either party upon thirty days' written notice to the other party.

First Agreement 1 of 3



7. Compliance with Laws

In the performance of the services under this Agreement the County shall comply with all applicable statutes, ordinances, regulations and rules of the Federal Government, the State of Ohio, the County of Hamilton and the City of Cincinnati.

8. Hold Harmless

The County will protect and save the City harmless from any and all loss, claims, expenses, actions, causes of action, cost, damages and obligations, financial or otherwise, arising from any and all acts of the County, its agents, employees, licensees, or invitees, that result in injury to persons or damage to property.

9. Accounting

The County will maintain a separate accounting for all funds received from the City as payment under this Agreement. Such accounting shall accurately reflect all expenditures of those funds received, and shall be retained for a minimum period of three years. The City, the State of Ohio, or any of their duly authorized representatives, shall have access, for purpose of audit and examination, to any books, documents, papers, and records of the County that are pertinent to this Agreement.

10. Equal Employment Opportunity

This Agreement shall be subject to the provisions of the Equal Employment Opportunity Program of the City as adopted by Ordinance No. 137-1972, as well as the City's Minority Business Enterprise Ordinance No. 242-1987.

11. Political Activity Prohibited

The County agrees to prohibit all of its members, officers and employees, serving with or without compensation, while acting in their official capacity and performing functions required under this Agreement from engaging in prohibited activities to the same extent as administrative employees are prohibited by Article V., Section 4. of the Charter of the City of Cincinnati and as classified employees are prohibited by Section 124.57 of the Ohio Revised Code, which Charter and Code provisions read as follows:

ARTICLE V. SECTION 4. OF THE CHARTER OF THE CITY OF CINCINNATI

"No person in the administrative service shall directly or indirectly give, solicit or receive, or in any manner be concerned in giving, soliciting or receiving any assessment, subscription or contribution for any political party or for any candidate. Any violation of this section shall operate to forfeit the office or position held by the person violating the same and shall render any such person ineligible to any municipal office or position for a period of one year."

SECTION 124.57. OHIO REVISED CODE:

"POLITICAL ACTIVITY PROHIBITED.

No officer or employee in the classified service of the state, the several counties, cities, and city school districts thereof, shall directly or indirectly, orally or by letter, solicit or receive, or be in any manner concerned in soliciting or receiving any assessment, subscription, or contribution for any political party or for any candidate for public office; nor shall any person solicit directly or indirectly, orally or by letter, or be in any manner concerned in soliciting any such assessment, contribution, or payment from any officer or employee in the classified service of the state and the several counties, cities or city school districts thereof; nor shall any officer or employee in the classified service of the state, the several counties, cities, and city school districts thereof, be an officer in any political organization or take part in

politics other than to vote as he pleases and to express freely his political opinions."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF CINCINNATI



Recommended by:

By: Scott Johnson, City Manager

Michael A. Bierman, Deputy City
Manager/Director of Safety

HAMILTON COUNTY BOARD
OF COMMISSIONERS

Approved as to Form:

By: Thomas W. Wenz
County Administrator

Assistant City Solicitor

Recommended by:

Approved as to Contract Compliance:

Simon Leis, Sheriff

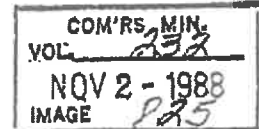
Contract Compliance Officer

Approved as to Form:

County Prosecutor

VI. Appendix B. Central Warrant/Identification Unit: Second Agreement

AGREEMENT



This Agreement, made and entered into this 2nd day of November, 19 88, by and between the Board of County Commissioners pursuant to Section 307.15 of the Ohio Revised Code and acting through the County Administrator, hereinafter referred to as "County", and the City of Cincinnati, acting by and through its City Manager, hereinafter referred to as "City".

W I T N E S S E T H:

WHEREAS, the County and City agree to continue and make permanent the consolidated operation of a Central/Warrant Identification Unit, combining functions of the Hamilton County Sheriff's Office, the Hamilton County Clerk of Courts Office, and the Cincinnati Police Division:

WHEREAS, the consolidated operations of a Central Warrant/Identification Unit is beneficial to both County and City residents:

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, the County and City do hereby promise and agree:

1. The County shall manage and administrate all operations and staff of the Central Warrant/Identification Unit. City employees currently working within the Unit shall retain their City employee status.
2. That a Central Warrant/Identification Unit Policy Board shall be formed to direct policy for the operation of the combined unit. The board shall be made up of the following individuals:

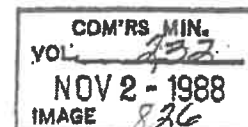
President, Hamilton County Police Chiefs
Association

Three representatives appointed by the County
Three representatives appointed by the City

The first meeting shall be convened by the President of the Hamilton County Police Chiefs Association at which time the Board shall elect a chairman and vice-chairman, and complete such other organizational matters as to formalize their existence.

3. The Hamilton County Sheriff's Office shall be responsible for managing and administering all operations of the Central Warrant/Identification Unit. The 1987 and 1988 agreed upon staffing level of the unit is 32 positions of various ranks and skill levels. Of the 32 person complement 23 are City employees.

SECOND Agreement 10011



It is the intent that at the end of five years, all City employees will have been replaced by County employees, making the entire operation County staffed. Toward this end, all City employees in the Warrant Processing Section will be transferred by the City from the unit no later than 12 months after the effective date of this agreement, but no sooner than three months after the effective date of this agreement.

Because of the expert skills and knowledges of the City employees in the Identification Section, their transfer by the City will be spread over a five year period in the following manner.

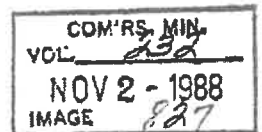
- A) One (1) position immediately
- B) Three (3) positions 24 months after signing of this agreement.
- C) Three (3) positions 48 months after signing of this agreement.
- D) Remaining positions 60 months after signing of this agreement.

A Cincinnati Police Sergeant shall remain as the sworn unit supervisor until all City employees have been removed from the unit at which time the sergeant may be transferred to jail intake operations to oversee City of Cincinnati arrest intakes. If the transfer does occur, full cost of the position will be at City expense.

The County agrees to upgrade an existing position to a supervisory level. The Unit Administrator and two supervisors shall be scheduled to provide supervision on all three shifts. This level of supervision will be maintained after the Cincinnati Police Sergeant is removed.

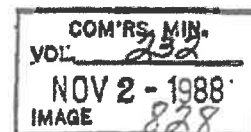
Staffing levels and the rate of removal of City employees can be modified if determined appropriate by the policy board or agreed to by the City and County.

- 4. In the interest of introducing automation efficiencies into the Warrant/Identification Unit operations, the City and County agree to request that the CLEAR staff of the Regional Computer Center complete a comprehensive automation study and implementation plan of the unit. The Policy Board will then work with the County Sheriff's office in implementing the plan, where economically feasible, within two years of signing this agreement.
- 5. The County and City jointly shall share in the total annual operating costs of the Unit. The share of these expenses and obligations shall be determined by application of a cost-share formula which would utilize a point allocation scheme to account for processing time and volume of workload handled by the Unit.



Beginning in July 1988, the expenses and obligations owed by the County and City for 1989 shall be determined by the following schedule:

- a. The Unit's workload volume shall be examined by staff selected by the Policy Board, who, beginning in July 1988, will examine workload activities conducted from July 1, 1987 through June 30, 1988. County and City percentage shares shall be determined, utilizing the cost-share formula defined in Appendix I of this agreement. These percentages shall then be applied to the Unit's projected operating costs for 1988 to determine the appropriate shares of expenses owned by the County and City.
- b. The County and City shall be informed of their percentage shares in August 1988, to allow sufficient time for changes in the rate to be considered in the budget processes for both the County and City.
- c. The County shall invoice the City on a monthly basis for 1989 expenses, with the first payment due on April 15, 1989. The City will deduct from these invoices any expense incurred by the City for staff assigned to the unit or supplies or equipment provided to the unit.
- d. This payment cycle of workload examination, adjustment of percentages, and billing procedures shall continue every year hereafter and will stay in effect throughout the life of this Agreement.
- e. It is understood and agreed that expenses and obligations shall be the following: Salaries and Wages of all Unit employees, current costs of for benefits, both fringe and direct for retirement, including accrued liability (accrued liability will not include time earned by the employee prior to their transfer to the Warrant/Identification Unit), worker's compensation, unemployment compensation, hospital care and longevity; Non-Personal Expenses of office supplies, reproduction, postage, forms, office equipment, physical maintenance of office equipment, and overhead costs at 8 percent of salaries and wages.
6. This Agreement shall be effective for payment of expenses and obligations incurred for every year hereafter, unless previously terminated by either party giving the other party one hundred and eighty (180) days prior written notice of the intention to terminate the Agreement.
7. The effective date of this agreement shall be January 1, 1989.



IN WITNESS WHEREOF, the County and City have caused this Agreement to be executed by their respective, duly authorized officers as of the date and year first above written.

HAMILTON COUNTY

Thomas Wiley
County Administrator

CITY OF CINCINNATI

Michael A. Birman
City Manager

APPROVED AS TO FORM:

County Prosecutor

County Sheriff

County Commissioners:

Joseph M. Roney
Blacklock

Philip T. H.

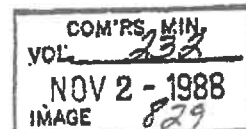
APPROVED AS TO FORM:

W. L. Harnel
Asst. City Solicitor

Safety Director

Laurance E. Wahlen
Police Chief

APPENDIX I:



COST SHARE FORMULA

Following is a cost share formula for the Central Warrants/ Identification Unit. The formula is based on a point allocated scheme which takes into account the processing time per unit (i.e., criminal history jacket or warrant), and the volume of units or workload processed for both the City of Cincinnati and Hamilton County. Workload figures were obtained from the daily tally sheets and logs maintained by the Unit from January through June, 1986, and compiled in the Central Warrants/ Identification Unit Preliminary Assessment Report prepared by Criminal Justice Institute (CJI) (See Attachments 1 and 2). A time study was also conducted by CJI staff in order to: 1) review primary functions performed by the unit, 2) identify major processing activities and units to be measured, and 3) determine the average processing time per unit. The study consisted of both direct observation by CJI staff and follow-up collaboration with W/I unit personnel. The methodology used is described in greater detail below.

METHODOLOGY

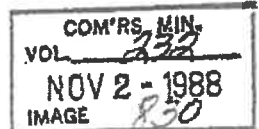
Since the W/I Unit provides a service for law enforcement and other criminal justice agency personnel by processing warrants and criminal history jackets, each warrant and jacket processed was defined as a unit. The goal was to arrive at a cost share formula based on workload distribution and how much staff time was actually involved with processing a warrant or jacket. Consequently, each activity relevant to processing had to be identified, timed, averaged, and compiled in order to arrive at an overall processing time per unit. In addition, it was necessary to determine whether or not certain units took longer to process than others, as in the case of old versus new criminal history jackets.

After the processing time for each unit was determined, a value was assigned to that unit based on the relative time required for complete processing. For example, it required an average of 15 minutes to process a repeat criminal history jacket, as opposed to an average of 45 minutes to process a new one.⁸ Therefore, the ratio of time it takes to process a new jacket to the time it takes to process an old one is 3:1. Unit values assigned in accordance with this ratio are as follows: a new jacket would equal three (3) and an old jacket would equal one (1).

⁸ 45 minutes to process a new jacket did not take into account the time required to double-check the classification and relevant files for a possible impostor. This is because there is not always sufficient staff coverage and/or time for technicians to conduct the double-check.

Appendix I (cont'd)

The results of the warrant processing time study revealed no significant variation between the different types of warrants and capiases processed (See Attachment 3). Therefore, each warrant and capias processed was given a value of one (1). This value was also used because it was determined that the average time to process a warrant or capias was 17 minutes; approximately the same amount of time required to process a repeat jacket. This also enabled the warrant processing and identification units to be combined, resulting in an overall point score for the entire operation.⁹



INTERPRETATION

The point allocation scheme is illustrated on Table 1 for Warrant Processing and Identification, as well as for the entire Unit. Column one identifies each processing unit broken down by jurisdiction. Column two indicates the assigned unit value. Column three contains the volume of units processed from January to June 1986, and Column four lists the number of points allocated (represented by multiplying the unit value by the volume processed). Finally, column five indicates the percentage of total points allocated between the City and County.

As indicated by the point distribution for the entire Unit, the calculated percentages would be as follows: the City would need to contribute 78 percent of the Unit's operating costs, and the County would contribute the remaining 22 percent. It is recommended, however, that the workload be reviewed and the points adjusted annually to reflect changes in the processing totals. For example, if more County warrants are processed, this would be reflected in the overall point distribution, and the percentages would change accordingly.

⁹ Please note that there can be considerable time variation in processing both warrants and jackets. However, there was agreement among W/I Unit personnel that the averages calculated represent the majority of cases processed.

TABLE 1
CENTRAL WARRANTS / IDENTIFICATION UNIT
POINT ALLOCATION SCHEME

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WARRANT PROCESSING

Jurisdiction /Type of Record	Unit(s) Assigned	# Processed 1/86 - 6/86	Points	Jurisdiction Percentage
I. CITY				
A. Traffic Warrant	1	5,068	5,068	
B. Traffic Capias	1	9,783	9,783	
C. Misd. Warrant	1	2,585	2,585	
D. Misd. Capias	1	2,619	2,619	
E. Felony Warrant	1	462	462	
F. Felony Capias	1	80	80	
G. Probation Violation	1	1,080	1,080	
H. Domestic Violence	1	223	223	
Subtotal City:			21,900	82%
II. COUNTY				
A. Traffic Capias	1	2,159	2,159	
B. Misd. Warrant	1	1,492	1,492	
C. Criminal Capias (Bailiff's Office)	1	587	587	
D. Felony Warrant (Sheriff's Office)	1	99	99	
E. Indictments (Sheriff's Office)	1	347	347	
F. Probation Violation	1	53	53	
G. Domestic Violence	1	22	22	
Subtotal County:			4,759	18%
TOTAL POINTS (Warrants):			26,659	

IDENTIFICATION

Jurisdiction /Type of Jacket	Units Assigned	# Processed 1/86 - 6/86	Points	Jurisdiction Percentage
I. CITY				
A. New Jacket	3	1,865	5,595	
B. Old Jacket	1	2,464	2,464	
Subtotal City:			8,059	70%
II. SHERIFF				
A. New Jacket	3	395	1,185	
B. Old Jacket	1	170	170	
Subtotal County:			1,355	12%
III. OTHER JURISDICTION				
A. New Jacket	3	577	1,731	
B. Old Jacket	1	361	361	
Subtotal Other:			2,092	18%
TOTAL POINTS (Jackets):			11,506	

WARRANT PROCESSING & IDENTIFICATION

Jurisdiction	Total Points	Jurisdiction Percentage
I. CITY		
A. Warrants	21,900	
B. Jackets	8,059	
TOTAL CITY:	29,959	78%
II. COUNTY		
A. Warrants	4,759	
B. Jackets (including Other Jurisdiction)	3,447	
TOTAL COUNTY:	8,206	22%
GRAND TOTAL:	38,165	

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WARRANTS AND CAPIASES PROCESSED
09/01/85 - 06/10/86

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REPORT PERIOD	10	11	12	13	1	2	3	4	5	6	TOTAL
DATES	9/1/85 to 9/28/85	9/29/85 to 10/26/85	10/28/85 to 11/22/85	11/23/85 to 12/20/85	12/23/85 to 1/17/86	1/20/86 to 2/14/86	2/17/86 to 3/14/86	3/17/86 to 4/11/86	4/14/86 to 5/9/86	5/12/86 to 6/10/86	
CITY											
Traffic Warrants	3,042	1,400	904	1,785	882	974	1,003	978	967	264	12,201
Misd. Warrants	524	439	403	399	341	456	389	482	424	493	4,351
Probation Violations	243	171	158	178	160	186	227	172	184	151	1,830
Domestic Violence	44	37	42	26	33	29	26	46	40	49	372
Felony Warrants	95	69	125	97	58	79	67	74	83	101	841
Traffic Capiases	1,938	1,827	1,696	1,688	1,461	1,507	1,798	1,664	1,642	1,711	16,932
Misd. Capiases	773	600	466	449	387	362	403	381	535	551	4,907
Felony Capiases	18	19	14	18	11	11	12	5	19	22	145
Subtotal CITY:	6,683	4,562	3,808	4,640	3,333	3,604	3,925	3,802	3,894	3,342	41,593
BAILIFF											
Misd. Warrants	203	188	190	151	144	175	211	189	224	157	1,832
Felony Warrants	27	23	10	10	2	—	—	3	2	—	77
Traffic Capiases	608	601	417	476	405	417	114	510	141	572	4,261
Criminal Capiases	178	139	153	142	96	102	28	130	44	F=10 M=177	1,199
Probation Violations	—	—	—	—	—	—	12	—	—	41	53
Domestic Violence	—	—	—	—	—	4	—	—	—	11	15
Subtotal BAILIFF:	1,016	951	770	779	647	698	365	832	411	968	7,437
SHERIFF											
Felony Warrants	39	9	—	33	8	22	14	25	16	14	180
Misd. Warrants	—	14	27	35	24	—	67	7	—	68	237
Indictments	24	18	8	38	42	66	38	76	61	64	435
Traffic Capiases	14	—	—	—	—	—	—	—	—	—	14
Criminal Capiases	43	—	—	30	22	—	12	23	—	—	130
Criminal Warrants	—	10	—	—	—	77	—	28	64	—	179
Subtotal SHERIFF:	120	51	30	136	96	165	131	159	141	146	805

CRIMINAL HISTORY JACKETS PROCESSED

JANUARY 1986 TO JUNE 1986

CITY	Jan	Feb	Mar	Apr	May	June	Total	
New	286	222	286	281	471	319	1,865	43%
Repeat	397	372	374	383	517	421	2,464	57%
Subtotal	683	594	660	664	988	740	4,329	74%
SHERIFF								
New	57	79	69	56	69	65	395	70%
Repeat	30	22	30	27	38	23	170	30%
Subtotal	87	101	99	83	107	88	565	10%
OTHER*								
New	91	79	106	112	98	91	577	62%
Repeat	54	47	85	65	56	54	361	38%
Subtotal	145	126	191	177	154	145	938	16%
MONTHLY TOTALS								
Total of New Jackets Processed	434	380	461	449	638	475	2,837	49%
Total of Repeat Jackets Processed	481	441	489	475	611	498	2,995	51%

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915 821 950 924 1,249 973 5,832 100%

GRAND TOTAL

* Other included all Hamilton County notations

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Agency Percentages
by State
Incl.

WARRANT PROCESSING TIME STUDY

AVERAGE ACTIVITY PROCESSING TIME (in minutes)

TYPE OF WARRANT/CAPAS	*SORT/ DISTRICT/ ALPHA- BETIZE	*SEPARATE/ MATCH COPIES AND/OR CARDS	TYPE CONTROL CARD	TYPE LETTER	QUERY ENTERING INFO	COMPUTER ENTRY	XEROX/ FILE	VERIFY	PROCESS CITE, RECALL, OR ARREST	CANCEL ENTRY	TOTAL PROCESSING TIME
I. CITY											
A. Traffic Warrant	3	1.5	-	-	-	-	-	3	2	-	9.5
B. Traffic Capias	3	1.5	-	-	2	3	2	3	2	2	18.5
C. Misdemeanor Warrant	3	-	1	1	2	3	2	3	2	2	19
D. Misdemeanor Capias	3	1.5	-	-	2	3	-	3	2	2	16.5
E. Felony Warrant	3	-	1	-	2	3	2	3	2	2	18
F. Felony Capias	3	-	1	-	2	3	2	3	2	2	18
G. Probation Violation	3	-	1	1	2	3	2	3	2	2	19
H. Domestic Violence	3	-	1	-	2	3	2	3	2	2	18
II. COUNTY											
A. Traffic Capias	3	1.5	-	-	2	3	2	3	2	2	18.5
B. Misdemeanor Warrant	3	-	1	1	2	3	2	3	2	2	19
C. Misdemeanor Capias	3	1.5	-	-	2	3	-	3	2	2	16.5
D. Felony Warrant	3	-	1	-	2	3	2	3	2	2	18
E. Felony Capias	3	-	1	-	2	3	2	3	2	2	18
F. Indictment	-	-	1	-	2	3	2	3	2	2	15
G. Probation Violation	3	-	1	1	2	3	2	3	2	2	19
H. Domestic Violence	3	-	1	-	2	3	2	3	2	2	18

* Since these are processed in bulk, the average activity processing time was calculated by dividing the total number of units processed on a given day by the uninterrupted time required to complete each activity.

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VII. Appendix C – Central Warrant/Identification Unit: Time Study 2000

Central Warrant / Identification

Time Study 2000

The Central Warrant and Identification Units have prepared this report for the workload study, as a way to inform the Central Warrant Policy Board, on the workload of these Units. This assessment is based on data collected for the first five months of the year 2000. The goal of this study is to determine the city/county cost share formula and to re-evaluate staffing needs.

There are of course numerous administrative tasks that are performed daily which are not measured in this study. The employees of the Warrant and Identification Unit have performed this time study over a five-month period in addition to their daily job responsibilities. Every attempt has been made to maintain the accuracy of the data that is contained in this report.

The following is a brief overview of the results of this time study. Data for the first five months of 1999 and 2000 was analyzed. The total number of Warrants/Capias processed by this Unit has increased 5% from the prior year. The recite program that saw a initial decrease, has once again increased by 19%. We continue to see a rising number of Sheriff's Indictments that may be linked to the usage of Rapid Indictment. The Warrant Unit has also now begun to track the number of Protection Orders that are entered into the Regional Computer System and then forwarded to NCIC. We will not be able to provide comparative figures until next year.

Since the last review of the Identification Unit, work has been completed on development and implementation of a new mug shot system. One of the benefits of this new mug shot system over the old system is that the actual images are stored on magnetic media, no optical platter. This allows for faster retrieval of the image, and provides us with the ability to backup the demographic data and images. Shortly after the mug shot application was on-line, agencies outside of the Sheriff's Office network inquired as to the capability of remote on-line access to mug shot images. The Sheriff's Office granted this access with the assistance of RCIC, to any agency that requests it. As of this report there are over 50 agencies that have the ability to pull up mug shots at their own location.

The Hamilton County Sheriff's Office is currently in compliance with all phases of HB180, dealing with registration and notification of sex offenders. As of June 1, 2000 we have registered 357 sex offenders, and we are currently doing community notification. This would represent over a 200% increase in the number of sex offenders required by law to register with the Sheriff's Office. Since this is new legislation we continue to monitor changes that are occurring, and making necessary modifications to our policy dealing with registration

process. We are currently monitoring legislation that if signed into law, would require juveniles convicted of certain sex offense to also register with the Sheriff's Office.

A look at data collected over a five month period using current formula the cost breakdown would be 70% City and 30% County. The Warrant and Identification Unit with the support of the Sheriff, Policy Board, and City of Cincinnati will continue to advance as technology also advances.

	City	County	Total	%Of Total City	% Of Total County
Phone Calls Incoming	2844	11456	14300	19.89%	80.11%
Phone Calls Outgoing	1033	1363	2396	43.11%	56.89%
MDT Messages	8452	1717	10169	83.12%	16.88%
Cancels	25614	12181	37795	67.77%	32.23%
Recites	8065	1161	9226	87.42%	12.58%
Recalls	16506	8121	24627	67.02%	32.98%
527's Processed	13243	6053	19296	68.63%	31.37%
Hit Confirmation Messages	86	432	518	16.60%	83.40%
Incoming Warrants	3505	2916	6421	54.59%	45.41%
Capias	20788	8587	29375	70.77%	29.23%
P V Warrants	1487	695	2182	68.15%	31.85%
Recall List (Third Shift Only)	73	11	84	86.90%	13.10%
Protection Orders	345	180	525	65.71%	34.29%

Jurisdiction Type of Jacket	Points Assigned	No. Processed 1/1/1999 - 5/31/1999	Total Points	No. Processed 1/1/2000 - 5/31/2000	Total Points	Jurisdiction Percentage
I. CITY						
A. New Jacket	3	1382	4146	1356	4068	
B. Old Jacket	1	3973	3973	4659	4659	
C. Felony Registration	1	467	467	396	396	
D. Sex Offender	3	0	0	274	822	
E. Juveniles	3	678	0	199	597	
Sub -Total City		6500	8586	6884	10542	66.00%
II. SHERIFF						
A. New Jacket	3	519	1557	520	1560	
B. Old Jacket	1	655	655	977	977	
C. Indictments	1	83	83	117	117	
D. Sex Offender	3	0	0	83	249	
E. Juveniles	3	7	0	10	30	
Sub-Total County		1264	2295	1707	2933	18.36%
III. OTHER JURISDICTION						
A. New Jacket	3	579	1737	557	1671	
B. Old Jacket	1	749	749	827	827	
C. Juveniles	3	1810	0	1333	3999	
Sub-Total Others		3138	2486	2717	2498	15.64%
TOTAL POINTS (Jackets)			13367	15973		

Jurisdiction Type of Jacket	Points Assigned	No. Processed 1/1/1999 - 5/31/1999	Total Points	No. Processed 1/1/2000 - 5/31/2000	Total Points	Jurisdiction Percentage
I. City						
A. Warrants	1	23419	23419	26799	26799	
B. Jackets	3	6500	19500	6884	20652	
Total City		29919	42919	33683	47451	70.48%
II. County						
A. Warrants	1	13390	13390	11724	11724	
B. Jackets	3	3138	9414	2717	8151	
Total County		16528	22804	14441	19875	29.52%
Grand Total		46447	65723	48124	67326	

	01/01/1999 05/31/1999	01/01/2000 05/31/2000	Percent Change	City/County % Of Total
City				
A. Traffic Warrant	158	189	19.62%	
B. Traffic Capias	11703	14493	23.84%	
C. Misd. Warrant	3226	2892	-10.35%	
D. Misd. Capias	5259	6161	17.15%	
E. Felony Warrant	841	703	-16.41%	
F. Felony Capias	39	37	-5.13%	
G. Probation Violation	1668	1446	-13.31%	
H. Domestic Violence	525	538	2.48%	
I. Protection Orders	0	340	100.00%	
Sub-Total City	23419	26799	14.43%	69.57%
County				
A. Traffic Capias	6418	6485	1.04%	
B. Traffic Warrants	29	17	-41.38%	
C. Misd. Warrants	1629	73	-95.52%	
D. Felony Capias (Bailiff)	29	13	-55.17%	
E. Misd. Capias (Bailiff)	1962	2031	3.52%	
F. Felony Warrant (Sheriff)	95	112	17.89%	
G. Indictment (Sheriff)	1061	1078	1.60%	
H. Probation Violation	869	612	-29.57%	
I. Domestic Violence	79	62	-21.52%	
J. Child Support Enforcement	1096	967	-11.77%	
K. Juvenile Warrants	123	94	-23.58%	
L. Protection Orders	0	180	100.00%	
Sub- Total County	13390	11724	-12.44%	30.43%
Total City & County	36809	38523	4.66%	