

REQUESTED BY: MAYOR, JOE ROETTING

DATE OF FIRST READING: 10-7-14

WAIVE RULES? YES NO

FINAL ACTION DATE: 10-21-14

VOTE: YES NO

SUSPENSION OF TWO READING RULE:

YES	NO
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ADOPTION OF ORDINANCE:

DENISE LINGO
 JAMES WOLF
 JENNIFER MOODY
 GERALDINE BRANDY
 ROBERT PARSONS
 JEANNE GEORGE
 JUDY PETERSEN

YES	NO
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
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<u>✓</u>	<u>✓</u>
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TOTALS

RESOLUTION NO. 14-1066

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF MT. HEALTHY AND SPRINGFIELD TOWNSHIP REGARDING ADDITIONAL POLICE PROTECTION SERVICES

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MT. HEALTHY, STATE OF OHIO:

Section 1. That the Mayor is hereby authorized to execute an agreement between the City of Mt. Healthy and Springfield Township, a copy of which is attached hereto and made a part hereof.

Section 2. That this Resolution shall be in full force and effect from and after the first date provided by law.

Passed this 21 day of October, 2014.

Ron Bittner
President of Council

Attest: Melanie R
Clerk of Council

Approved this 21 day of October, 2014.

Joseph P. Roetting
Mayor

Approved as to form:

James G. Wolf
Law Director

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Memorandum") is entered into between **Springfield Township** ("Springfield Township" or the "Township") and the **City of Mt. Healthy** (the "City" or "Mt. Healthy").

The Effective Date of this Memorandum is **October 8, 2014**, regardless of the date executed by the parties.

RECITALS

WHEREAS, the City of Mt. Healthy has requested that Springfield Township provide additional police protection services to the City of Mt. Healthy; and

WHEREAS, the provision of additional police protection services between and among townships and municipalities is authorized by *inter alia* Sections 505.43, 505.431 and 505.50 of the Ohio Revised Code; and

WHEREAS, Springfield Township is willing to provide additional police protection services to the City of Mt. Healthy.

NOW, THEREFORE, in consideration of the mutual promises, covenants and understandings contained herein, Springfield Township and the City of Mt. Healthy hereby agree as follows:

Article I Services to Be Performed

- 1.1 Except as provided in Article IV, Springfield Township will assign a uniformed Police Officer to the City of Mt. Healthy Police Department upon request of the City's Police Chief or his designee during shifts where only one Mt. Healthy Police Officer is on duty. The Officer assigned by Springfield Township will work no less than an entire eight and one-half hour shift for Mt. Healthy.
- 1.2 The Mt. Healthy Police Chief (or designee) will request the assignment of a Springfield Township Police Officer as soon as practical after realizing the need for additional police protection.
- 1.3 In emergency situations where Mt. Healthy has no Police Officer on duty, Mt. Healthy may request that Springfield Township assign two (2) of its Police Officers to duty in Mt. Healthy for the same shift. Springfield Township will endeavor to honor Mt. Healthy's request under the conditions established in Article IV. In the event that a second Springfield Township Officer can be assigned to duty in Mt. Healthy, such officer shall also be assigned to work no less than an entire eight-and one half hour shift for Mt. Healthy and the services of that officer shall be invoiced to Mt. Healthy according Article II of this

Memorandum. Under no circumstances shall a Springfield Township Police Officer be the only officer assigned to and on duty in Mt. Healthy

- 1.4 Springfield Township Police Officers assigned to duty in Mt. Healthy will utilize Springfield Township vehicles and equipment and will conform their conduct in all respects to the requirements of the Springfield Township Police Department Policy and Procedure Manual.
- 1.5 While a Springfield Township Police Officer is assigned to duty in Mt. Healthy, a Springfield Township supervisor will be requested to assist Mt. Healthy in any event or incident which, pursuant to the Springfield Township Police Department Policy and Procedure Manual, would require the presence of a supervisor if the event or incident occurred in Springfield Township. Such supervisor will remain at the scene until he/she determines his/her services are no longer required. The services of a supervisor pursuant to this Section will not be charged to Mt. Healthy.
- 1.6 Springfield Township Police Officers assigned to duty in Mt. Healthy will utilize the Hamilton County West radio frequency for all radio communications.
- 1.7 All traffic and criminal actions wherein a Springfield Township Police Officer is the arresting officer will be charged pursuant to the Ohio Revised Code and processed through the Hamilton County Court system.
- 1.8 Springfield Township Police Officers assigned to duty in Mt. Healthy will be given a user name and password to access Mt. Healthy's PAMET records management system. All incident reports taken by Springfield Township Police Officers assigned to duty in Mt. Healthy will be directly entered into Mt. Healthy's PAMET system. In the event such access to Mt. Healthy's PAMET system is not permitted or is unavailable, Springfield Township Police Officers assigned to duty in Mt. Healthy shall complete paper copies of any necessary reports, which forms shall be supplied by Mt. Healthy at its expense. Under no circumstances shall any incident report taken in Mt. Healthy by Springfield Township Police Officers assigned to duty in Mt. Healthy be entered into Springfield Township's PAMET system.
- 1.9 Persons arrested by Springfield Township Police Officers assigned to duty in Mt. Healthy will be transported to the Hamilton County Jail by the arresting Springfield Township Officer and all complaints, warrants, affidavits, and other paperwork related to those arrests will be completed electronically by the arresting Springfield Township Police Officer at the Hamilton County Jail. A copy of that paperwork will be retained by Springfield Township and the City of Mt. Healthy.
- 1.10 Traffic citations issued by Springfield Township Police Officers assigned to duty in Mt. Healthy will be written on Springfield Township's Multiple Uniform Traffic

Tickets.

- 1.11 Traffic citations, minor misdemeanor citations, felonies/physical arrest records wherein a Springfield Township Police Officer assigned to duty in Mt. Healthy is the arresting officer will be entered into the RCIC computer system by the Springfield Township Police Department.
- 1.12 Evidence obtained through the course of law enforcement activities wherein a Springfield Township Police Officer assigned to duty in Mt. Healthy is the arresting officer will be processed through the Springfield Township Police Department property room.
- 1.13 On-going incidents requiring computer entries into the RCIC, LEADS, and NCIC systems will be completed by the Mt. Healthy Police Department (e.g. missing persons, stolen vehicles, etc.).
- 1.14 Springfield Township Police Officers who are assigned to duty in Mt. Healthy will not, unless otherwise specifically authorized by the Springfield Township Police Chief, perform follow-up interviews or additional police work to complete investigations initiated during the course of their duties in Mt. Healthy.
- 1.15 In the event of an incident which requires additional investigative or tactical resources, the Mt. Healthy Police Department will follow its current practice and contact an outside agency of its choosing for assistance.

Article II Payments

- 2.1 For the additional police protection services provided by Springfield Township pursuant to this Memorandum, the City of Mt. Healthy agrees to pay to the Township the amounts listed in Exhibit A, attached hereto and incorporated herein by this reference.
- 2.2 Any additional costs incurred by Springfield Township outside of the standard costs stated in Exhibit A (e.g. Hamilton County Communications Center fees, costs for forms) will be reimbursed by the City of Mt. Healthy to Springfield Township upon receipt of an invoice for same.
- 2.3 Springfield Township will invoice the City of Mt. Healthy for services and costs every 30 days, and Mt. Healthy shall remit payment within 30 days of receiving the invoice.

Article III Employee Status and Payment

- 3.1 All Springfield Township Police Officers assigned to duty in Mt. Healthy shall at

all times remain employees of Springfield Township and all wage and disability payments, pension, workers' compensation claims, medical expenses, and other employment benefits shall be the responsibility of Springfield Township.

- 3.2 As is established by the Ohio Revised Code, Chapter 2744 of the Revised Code, insofar as it applies to the operation of police departments, shall apply to Springfield Township, its police department, and Police Officers when such officers are assigned to duty in Mt. Healthy pursuant to this Memorandum.
- 3.3 As is established by the Ohio Revised Code, Springfield Township Police Officers acting outside the Township pursuant to this Memorandum shall be entitled to participate in OPERS and shall be entitled to all the rights and benefits of Chapter 4123 of the Revised Code to the same extent as while performing services within the Township.

Article IV Best Efforts and Right of Recall

- 4.1 Springfield Township's obligations hereunder are conditioned upon its ability to provide minimum staffing levels to Springfield Township. While Springfield Township cannot guarantee that it will be able to assign a Police Officer on every occasion when Mt. Healthy requests that an Officer be assigned to duty in Mt. Healthy, Springfield Township will make reasonable efforts to provide coverage and will do so as long as the on-duty Springfield Township patrol shift is able to maintain its minimum staffing levels without incurring overtime costs. Should Springfield Township be unable to provide additional police protection when such protection is requested on multiple occasions, the parties will meet to attempt to resolve the staffing issues and either party may terminate this Memorandum if such resolution cannot be reached.
- 4.2 Springfield Township reserves the right to recall any officer assigned to duty in Mt. Healthy in the event the Springfield Township Police Chief (or designee) determines that such a recall is necessary to provide emergency police services in Springfield Township.

Article V Loss and Damage to Equipment

- 5.1 Each party shall be responsible for any costs arising from the loss of or damage to that party's equipment or property during the performance of its services under this Memorandum, except that should Springfield Township's vehicles, equipment, or other property be damaged while a Springfield Township Police Officer is assigned to duty in Mt. Healthy, Mt. Healthy shall pay the Township's insurance deductible (\$1,000 per occurrence) for that vehicle, equipment, or property.

**Article VI
Liability**

- 6.1 To the extent that Mt. Healthy has liability insurance (including but not limited to any self-insurance or risk pool participation) and/or funds lawfully appropriated and certified for indemnification, Mt. Healthy shall defend and indemnify the Township and its personnel against any claim, loss, damage, expense, cost, attorney fees, or other liability asserted by any third party arising out of the conduct, acts or omissions of any Township Police Officer assigned to duty in Mt. Healthy.
- 6.2 If no liability insurance or lawfully appropriated indemnification funds are available, Mt. Healthy shall reimburse Springfield Township for its insurance deductible (\$5,000 per occurrence) for coverage required due to any claims, loss, damages, expenses, costs, attorney fees, defense costs, or other liability asserted by any third party arising out of the conduct, acts, or omissions of any Township Police Officer assigned to duty in Mt. Healthy.
- 6.3 Mt. Healthy shall not have any obligation to defend or indemnify Springfield Township or its personnel to the extent that the Township or its Police Officers willfully and maliciously cause injury or damage to persons or property.
- 6.4 In the event of any third party claim against Springfield Township or Mt. Healthy as a result of the performance of either parties' obligations hereunder, the other party shall provide its full cooperation to the party against whom the claim is made and its insurer assuming the defense of such claim or action.

**Article VII
Term**

- 7.1 This Memorandum shall be in continuous effect from the date of its execution. Either party may terminate this Memorandum upon thirty (30) days' written notice to the other party.

**Article VIII
Miscellaneous**

- 8.1 This Memorandum is solely intended to set forth certain arrangements for the provision of additional police protection services where practicable. Therefore, the parties do not intend for any third party to rely on the provisions of this Memorandum, and specifically disclaim intent to create any third party beneficiary with rights under the Memorandum. Moreover, there shall be no liability whatsoever upon Springfield Township arising out of this Memorandum, whether to Mt. Healthy, its personnel, third parties, or otherwise, for the Township's failure to assign a Springfield Township Police Officer to duty in Mt. Healthy at any particular time for any reason.

- 8.2 This Memorandum may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.
- 8.3 This Memorandum contains the entire agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this agreement shall be of no force and effect.
- 8.4 This Memorandum shall be severable, if any part or parts of this Memorandum shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

INTENDING TO BE LEGALLY BOUND, the Springfield Township Board of Trustees and the City of Mt. Healthy City Council have caused this Memorandum to be duly executed by their authorized signatories.

Springfield Township Board of Township Trustees

By: Mark Berning
Mark Berning, Trustee

By: Joseph Honerlaw
Joseph Honerlaw, Trustee

By: Gwen McFarlin
Gwen McFarlin, Trustee

Pursuant to Authority of Resolution No. 82-2014

City of Mt. Healthy City Council

By: Joseph I. Roetting
Joseph Roetting, Mayor

Pursuant to Authority of Ordinance No. _____

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By: Joseph Honerlaw
Joseph Honerlaw, Trustee

By: Gwen McFarlin
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Pursuant to Authority of Resolution No. 82-2014

City of Mt. Healthy City Council

By: _____
Joseph Roetting, Mayor

Pursuant to Authority of Ordinance No. _____

**Cost for one Patrol Officer
8.5 hour shift**

PATROL OFFICER	COST
Salary	\$33.69/hr
PERS (18.1%)	\$6.10/hr
Medicare (1.45%)	\$0.49/hr
Workers Comp (3.3646%)	\$1.13/hr
Cost Per Shift (8.5 hrs)	(\$41.41 x 8.5)= \$351.99

Court and Overtime
Avg: \$45.00/hr (2 hr and 3 hr min.)

Bill as Needed

Evidence Processing/Lab
Avg: \$90.00/hr

Bill as Needed