

ORDINANCE NO. 104-19

AN ORDINANCE AMENDING THE AGREEMENT WITH LAFAYETTE TOWNSHIP TRUSTEES FOR COMMUNITY POLICING LAW ENFORCEMENT SERVICES IN ITS JURISDICTION, AND DECLARING AN EMERGENCY.

WHEREAS: Ordinance 99-18, passed June 25, 2018, authorized the Mayor to enter into an Agreement with Lafayette Township Trustees for Community Policing Law Enforcement Services in its jurisdiction; and

WHEREAS: Ordinance 119-18, passed August 27, 2018 amended the agreement by adding additional language to Section 6 of the Terms regarding 2018 payments; and

WHEREAS: The parties involved agreed to additional language being added as set forth in the attached amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Agreement with the Lafayette Township Trustees for Community Policing Law Enforcement Services is hereby amended to include the attached agreement, marked Exhibit A, attached hereto and incorporated herein.

SEC. 2: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 3: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to authorize said agreement as soon as possible, wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: July 8, 2019

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: July 9, 2019

SIGNED: Dennis Hanwell
Mayor

AMENDMENT ONE TO THE AGREEMENT FOR COMMUNITY LAW ENFORCEMENT SERVICES BY AND BETWEEN THE CITY OF MEDINA AND THE BOARD OF TRUSTEES OF LAFAYETTE TOWNSHIP DATED JUNE 26, 2018

Now come the parties to the above referenced agreement and hereby agree to amend that agreement to include the terms as set forth below, to be effective as of the 1st day of March 2019.

Lafayette Township will employ a Community Resource Officer who shall have work duties that include assisting the Medina Police Department in its community Law Enforcement Services to Lafayette Township; in addition, the Community Resource Officer shall assist the Lafayette Township Fire Department. The Community Resource Officer will maintain a non-commissioned special officer status with the Medina Police Department. The Community Resource Officer's duties with the Medina Police Department shall be compensated for by way of payment directly from the reserve fund (including funds from non-levy sources which may be transferred in that account) in the township law enforcement contract fund. The compensation for the law enforcement contract levy funds collected each year by the township after the commencement of this contractual agreement.

In addition, from time to time as may be requested by the Medina Police Department Chief of Police or directly by the Lafayette Township Board of Trustees, reserve funds in the law enforcement contract fund may be appropriated for law enforcement or Community Policing Resource Officer related expenses. Reserve funds so appropriated will not be deducted from the pass through to the City of Medina of the total law enforcement contract levy funds collected by the township as required pursuant to this agreement.

For Lafayette Township Board of Trustees

For the City of Medina



Michael Costello
Lafayette Township Trustee

Dennis Hanwell
Mayor/Public Safety Director



07-09-2019

Martin Warchola
Lafayette Township Trustee

Date



Lynda Bowers
Lafayette Township Trustee

07/19/19

Date

AGREEMENT FOR COMMUNITY POLICING LAW
ENFORCEMENT SERVICES

ORD. 99-18
Exh. A
Sec Ord.
119-18

THIS AGREEMENT FOR COMMUNITY POLICING LAW ENFORCEMENT SERVICES (Agreement) is made and entered into this 26th day of June 2018, by and between The City of Medina, Medina County, Ohio (Medina), and the Trustees of Lafayette Township, on behalf of the Lafayette Township Police District (the Township).

PURPOSE

The purpose of this Agreement is to provide the Township with law enforcement services to its jurisdiction. This agreement is written in accordance with O.R.C. Section 505.43 and 505.50, which specifically allows a Township and Municipal Corporation to contract for the provision of police protective services on any terms agreed upon.

This agreement is necessary for the health, safety and well-being of the Township and its inhabitants and consistent with the approval of a funding levy authorized by the voters of the Lafayette Police District on November 7, 2017 for a period ending December 31, 2022.

TERMS

1. Law Enforcement Service. The Medina Police Department shall exercise community policing services on behalf of the Township in the same manner and to the same extent it exercises such services for the residents of The City of Medina. This means that the Medina City Police Department shall perform any police function, exercise any police power, or render any police service on behalf of the Township, which the Township may perform, exercise or render. This Agreement does not, however, suspend the Township's power to perform or exercise police services independent of the Medina Police Department, nor does it limit the Sheriff's authority to directly provide police protection services as permitted by law.

The Medina Police Department will add the Township to its Southwest sector (west of Court Street / south of Smith Road) and dedicate a police vehicle for service in that sector for each shift, twenty-four hours, seven days every week of the year, except emergency situations, shift change and processing of prisoners or case investigation resulting from activity in that sector. Backup will be provided as necessary with other Medina Police Officers or nearest police resources. Medina Police will respond to all emergency fire calls per its medical response protocol.

In return for said services the full proceeds of the Township Police District Levy will be passed through to the City of Medina.

In addition the existing levy surplus will be set aside and saved to finance any extraordinary cost that may arise as determined and authorized by the Township.

The City of Medina will submit monthly reports to the Township involving police activity in the Township and provide an officer to attend a Township meeting once a month to present and discuss said report with the Board of Trustees.

2. Separate Entities. The parties agree that the Township and City of Medina are separate and independent legal entities with full authority to perform all acts as necessary to enter into this agreement.

The Parties further agree, that for all legal purposes, the City Police Officers operating under this Agreement within the Township are City of Medina employees under the exclusive control of the City of Medina and shall be covered by its liability insurance the same as other City Police Officers.


3. Medina Liaison. The Medina Police Chief shall designate in writing one officer, in addition to himself, to serve as a direct contact for the Township Board of Trustees to discuss service issues. A direct phone number and email address shall be provided for said officer.
4. Rules and Regulations. All Medina Police Officers who perform law enforcement services for the Township pursuant to this Agreement must observe the normal standards of the Medina Police Department and all Department policies, rules and regulations.


5. Integration. This writing embodies the complete Agreement between the City of Medina and the Township and no other promises, conditions, or terms, express or implied, exist between the City of Medina and the Township.
6. Term. This Agreement shall be in full force and effect until December 31, 2022. Both Parties, however, retain the right to cancel this contract upon ninety days written notice. The Township will have no obligation for any expenses, including, but not limited to unemployment compensation, upon termination of the term, or cancellation of, this Agreement.

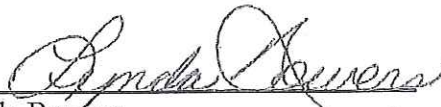
2018 PAYMENTS WILL BE PRORATED BASED ON 2018 TOTAL COLLECTIONS
8/21/18

WHEREFORE, in consideration of the mutual covenants and promises set forth, the parties hereby execute this Agreement for law enforcement services.

**LAFAYETTE TOWNSHIP
POLICE DISTRICT:**

BY: 
Michael Costello,
Lafayette Township Trustee

BY: 
Martin Warchola
Lafayette Township Trustee

BY: 
Lynda Bowers
Lafayette Township Trustee

CITY OF MEDINA

BY: 
Dennis Hanwell
Mayor / Safety Director

6-26-18

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2018 PAYMENTS WILL BE PROVIDED BASED ON 2018 TOTAL COLLECTION

ex D Hanwell 8-27-18

8/11 [Signature]

WHEREFORE, in consideration of the mutual covenants and promises set forth, the parties hereby execute this Agreement for law enforcement services.

**LAFAYETTE TOWNSHIP
POLICE DISTRICT:**

CITY OF MEDINA

BY: [Signature]
Michael Costello,
Lafayette Township Trustee

BY: [Signature]
Dennis Hanwell
Mayor / Safety Director

6-26-18

BY: [Signature]
Martin Warchola
Lafayette Township Trustee

BY: [Signature]
Lynda Bowers
Lafayette Township Trustee