

ORDINANCE NO. 227-22

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH LAFAYETTE TOWNSHIP TRUSTEES FOR COMMUNITY POLICING LAW ENFORCEMENT SERVICES IN ITS JURISDICTION, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into an Agreement with Lafayette Township Trustees for the purpose of providing Community Policing law enforcement services in its jurisdiction.

SEC. 2: That a copy of the Agreement for Community Policing Law Enforcement Services is marked Exhibit A, attached hereto and incorporated herein.

SEC. 3: 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. 4: 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 the current contract expires on December 31, 2022; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: December 12, 2022

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: December 13, 2022

SIGNED: Dennis Hanwell
Mayor

EXH. A
ORD. 227-22

AGREEMENT FOR COMMUNITY POLICING LAW ENFORCEMENT SERVICES

THIS AGREEMENT FOR COMMUNITY POLICING LAW ENFORCEMENT SERVICES (Agreement) is made and entered into this 21st day of November 2022, 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 for 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 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 8, 2022 for a period ending December 31, 2027.

TERMS

1. Law Enforcement Service. The Medina Police Department shall exercise 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 consideration of said services provided by the Medina Police Department, the Township agrees to pay the City of Medina the sum of \$400,000.00 yearly, due on the 15th day of December during the term of the contract.

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.

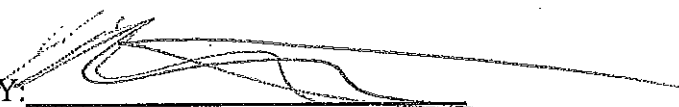
6. Term. This Agreement shall be in full force and effect until December 31, 2027. Both Parties, however, retain the right to cancel this contract upon ninety days written notice. The Township will have no obligation for any expenses, including, but not limited to unemployment compensation, upon termination of the term, or cancellation of, this Agreement.

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: 
Martin Warchola
Lafayette Township Trustee

BY: 
Ty Fullerton,
Lafayette Township Trustee

BY: 
Chris O'Neil
Lafayette Township Trustee

BY: 
Laura Ruebensaal
Lafayette Township Fiscal Officer

CITY OF MEDINA

BY: 
Dennis Hanwell
Mayor / Safety Director
12-13-2022