

FAIRFIELD TOWNSHIP
RESOLUTION NO. 17-126

**RESOLUTION AUTHORIZING THE ADMINISTRATOR TO SIGN THE CONTRACT WITH
MIAMI VALLEY CRIME LAB FOR WORK ASSOCIATED WITH THE POLICE
DEPARTMENT IN THE AMOUNT OF \$11,966.00.**

WHEREAS: The Miami Valley Crime Lab provides laboratory services and is used by the Police Department for crime scene investigation analysis; and

WHEREAS: The current contract is due to expire this month and the Administrator requires approval to sign the contract and move the process forward;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

SECTION 1: The Board hereby authorizes the Administrator to sign the Contract with Miami Valley Regional Crime Laboratory, 361 W. Third Street, Dayton, OH 45402, as attached in Exhibit A. The total contract amount of \$11,966.00 will be paid with funds from the Police (Fund #2081).

SECTION 2: The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

SECTION 3 This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 4: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

SECTION 5: This resolution shall take effect at the earliest period allowed by law.

Adopted: December 13, 2017

Board of Trustees

Susan Berding:

Susan Berding

Shannon Hartkemeyer:

Shannon Hartkemeyer

Joe McAbee:

Joe McAbee

Vote of Trustees

Yes

Yes

Yes

AUTHENTICATION

This is to certify that this is a resolution which was duly passed, and filed with the Fairfield Township Fiscal Officer this 13th day of December, 2017.

ATTEST:

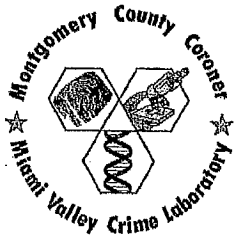
Patty Moore

Patty Moore, Fairfield Township Deputy Fiscal Officer

APPROVED AS TO FORM:

L. E. Barbieri

Lawrence E. Barbieri, Township Law Director



Miami Valley Regional Crime Laboratory

361 West Third Street | Dayton, Ohio 45402 | 937.225.4990 | Fax 937.496.7916

*Kent Harshbarger, MD, JD, MBA
Coroner*

Enclosed you will find your 2018 Crime Lab Contract.

Once the contract has been executed by your office, please return it to Assistant County Administrator Amy Wiedeman. Her email address is wiedemana@mcoho.org. Her mailing address is 451 W. Third Street – Dayton, OH 45422.

If you have any questions, feel free to contact me.

Denise Rankin

Scientific Director | Office 937.496.7259
Miami Valley Regional Crime Laboratory
361 W. Third Street | Dayton, OH 45402



RESOLUTION AUTHORIZING AN AGREEMENT WITH THE FAIRFIELD TOWNSHIP TO PROVIDE CRIME LAB SERVICES IN THE MIAMI VALLEY CRIME LABORATORY AS OPERATED BY THE MONTGOMERY COUNTY CORONER.

WHEREAS, the Fairfield Township Board of Trustees is desirous of contracting with the Montgomery County Board of County Commissioners to provide crime lab services in the Miami Valley Crime Laboratory as operated by the Montgomery County Coroner; and

WHEREAS, the Miami Valley Regional Crime Lab analyzes physical evidence collected from crime scenes for felony and misdemeanor cases; and

WHEREAS, the Montgomery County Board of Commissioners designates the County Coroner to provide all operational responsibility for the Miami Valley Regional Crime Lab.

NOW, THEREFORE, BE IT RESOLVED that the Resolution authorizing an Agreement with the Fairfield Township Board of Trustees to provide crime lab services as operated by the Montgomery County Coroner be and is hereby approved.

BE IT FURTHER RESOLVED that the Clerk of Commission certify this Resolution and make an imaged copy of this Resolution available on the Montgomery County, Ohio website at <http://www.mcohio.org>.

THIS AGREEMENT made and entered into at Dayton, Montgomery County, Ohio, on the dates set forth at the end hereof, between the BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO, 451 West Third Street, P.O. Box 972, Dayton, Ohio 45422 (the "Board"), and the Fairfield Township Board of Trustees (the "Participating Community") to provide crime lab services at the Miami Valley Crime Laboratory as operated by the Montgomery County Coroner.

ARTICLE I
RECITALS

In 1969, the Miami Valley Crime Laboratory was established to provide scientific expertise to 20 law enforcement agencies.

In 2015, approximately 70 member agencies contracted with the Miami Valley Regional Crime Laboratory for laboratory services.

In 2015, Montgomery County conducted a forensic service cost analysis to determine the cost associated with performing medicolegal services. Montgomery County created a rate model for services provided by the Miami Valley Regional Crime Laboratory.

This Agreement delegates all operational responsibility of the Miami Valley Regional Crime Laboratory to the Montgomery County Coroner.

This Agreement outlines the roles and responsibilities and costs of the Miami Valley Regional Crime Laboratory.

ARTICLE II
OPERATIONAL RESPONSIBILITY

The Montgomery County Board of County Commissioners hereby delegates all operational responsibility of the Miami Valley Regional Crime Laboratory to the Montgomery County Coroner. This includes, but is not limited to:

- Personnel decisions, including hiring, discharge, salary administration, etc.
- Preparation of annual budget
- Recommendation of rates assessed to participating communities
- Response to service requests and resolution of service needs

ARTICLE III
RESPONSIBILITIES OF COUNTY CORONER

Analyze, evaluate and interpret all physical evidence submitted by the Participating Community. Receive, evaluate and report findings on misdemeanor and felony cases in the following sections: Photo Lab, Fingerprint, Chemistry, Toxicology, Serology/DNA, Firearms/Tool Marks and Trace Evidence.

Provide necessary testimony regarding analysis and evaluation of physical evidence before courts of law and boards of inquiry. Provide guidance to law enforcement concerning proper methods and procedures in recognizing, collecting and preserving physical evidence for submission to the Miami Valley Regional Crime Laboratory.

Maintain records related to staffing, expenditures and communications activities of the Miami Valley Regional Crime Laboratory. Said records will be made available to the Participating Community upon request.

Hold the Participating Community free and harmless from and against any and all losses, penalties, damages, settlements, costs, or liabilities of every kind and character arising out of or in connection with any acts or omissions of the Miami Valley Regional Crime Laboratory, willful negligence or otherwise, and its employees or agents.

ARTICLE IV
OBLIGATIONS OF PARTICIPATING COMMUNITY

Pay share of costs as determined in rate model. Utilize the Miami Valley Regional Crime Laboratory for any and all analyses of physical evidence collected from crime scenes necessary for misdemeanor and felony cases.

ARTICLE V
OBLIGATIONS OF MONTGOMERY COUNTY BOARD OF COMMISSIONERS

Administer and approve contracts with participating jurisdictions. Delegate all operational responsibility of the Miami Valley Regional Crime Laboratory to the Montgomery County Coroner. Assist the Montgomery County Coroner and Miami Valley Crime Laboratory staff in development and update of the rate model and other operational tasks as determined.

ARTICLE VI
PAYMENT FOR SERVICES

The Participating Community will pay for services as outlined in Article IV above according to rates and charges as determined by the Miami Valley Regional Crime Laboratory rate model (See Addendum A). Services will be billed annually in January of each year.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES

The County represents and warrants to the Participating Community that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of its governing body and this Agreement constitutes a legal, valid and binding obligation of the County in accordance with its terms.

The Participating Community represents and warrants to the County that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of its governing body and that this Agreement constitutes a legal, valid and binding obligation of the Participating Community in accordance with its terms.

The County represents and warrants to the Participating Community, and the Participating Community represents to the County, that to the best of each of their knowledge there is no pending or threatened litigation or government proceeding which would adversely affect the performance of their representative obligations under this Agreement.

ARTICLE VIII
DURATION

The term of this Agreement shall commence the date the Participating Community and the Board of County Commissioners have executed the Agreement and shall continue until December 31 of each year. Agreement shall automatically extend unless Participating Community gives Miami Valley Regional Crime Laboratory and Montgomery County written notice that it does not intend to extend this Agreement for any additional periods; said written notice shall be given by August 31 of the preceding year.

The rights and obligations of the County and Participating Community under this Agreement may be assigned by the County and Participating Community. Notwithstanding any such assignment, the County or Participating Community, respectively, shall remain liable under the terms of this Agreement unless released of all or certain of its obligations hereunder by the other parties.

ARTICLE IX
NON-WAIVER

Any waiver, whether in writing or by failure of the party to timely act, of any requirement within this Agreement or of any breach of any requirement with this Agreement:

- a) shall not constitute a waiver of any subsequent Agreement herein or of any subsequent breach of any Agreement herein; and
- b) shall not otherwise affect the rights of the party under this Agreement with respect to any said requirement or subsequent breach of said requirement.

ARTICLE X
SEVERABILITY

Should any provision or any part of any provision with this Agreement be held unconstitutional or otherwise null or void by a tribunal of competent jurisdiction, said provision or part thereof shall be severed from this Agreement, and the remainder of this Agreement shall continue to be in full force and effect as agreed by the parties.

ARTICLE XI
ASSIGNMENT

Except as otherwise provided in this Article, the rights and obligations of the County, Coroner or Participating Community may be assigned by the County or the Participating Community. Notwithstanding any such assignment, the County or the Participating Community respectively, shall remain under the terms of this Agreement unless released by all of its obligations hereunder by the other party.

ARTICLE XII
APPLICABLE STATE LAW

The rights, obligations and remedies of the parties ratified under this Agreement shall be interpreted in all respects by laws of the State of Ohio.

ARTICLE XIII
COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which collectively shall constitute one and the same instrument.

ARTICLE XIV
AMENDMENTS, CHANGES AND MODIFICATIONS

Except as otherwise provided herein, this Agreement shall not be effectively amended, changed or terminated except in writing signed on behalf of the County and the Participating Community.

ARTICLE XV
MISCELLANEOUS

The Agreement, in all respects is hereby ratified and reaffirmed, and all provisions of the Agreement not so amended shall remain in full force and effect. After the effective date of this Agreement, references to the Agreement shall be deemed to apply to the Agreement as amended.

Signature Page – Agreement to provide crime lab services at the Miami Valley Regional Crime Laboratory.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____, 20__.

Signed and acknowledged in the presence of:

BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO

Witness By: _____
Judy Dodge, Commissioner

Witness By: _____
Dan Foley, Commissioner

Witness By: _____
Deborah A. Lieberman, Commissioner

OR

Witness By: _____
Joseph P. Tuss, County Administrator

FAIRFIELD TOWNSHIP BOARD OF TRUSTEES

Witness By: (Sign) _____

By: (Print) _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MATHIAS H. HECK, JR.
PROSECUTING ATTORNEY
MONTGOMERY COUNTY, OHIO

By: _____
Assistant Prosecuting Attorney

Date: _____

Montgomery County, Ohio
Office of Management & Budget
2018 Project Member Rates w/Reduced Cost - Average Cost Per Request

2017 Average Cost per Request is \$183.93
2018 Average Cost per Request is \$193.00

Member: 2017 Member

Yes/No	Agency/Jurisdiction	2017		2018		Subsidy	Total Projected 2018 w/Subsidy & Reduced Cost	\$ Difference	% Difference	
		Member Charge	Sum of Number of Requests	Sum of Total Cost	Sum of Number of Requests					Sum of Total Cost
Yes	Brookville Police Department		56	6,614.08	58	11,194.00	(3,738.00)	7,456.00	841.92	12.7%
	Butler Township Police Department		107	12,637.51	138	26,634.00	(8,894.00)	17,740.00	5,102.49	40.4%
	City of Union Police Department		12	1,417.16	19	3,667.00	(1,224.00)	2,443.00	1,025.84	72.4%
	Clay Township Police Department		67	7,913.31	62	11,966.00	(3,996.00)	7,970.00	56.69	0.7%
	Clayton Police Department		99	11,692.07	102	19,686.00	(6,574.00)	13,112.00	1,419.93	12.1%
	Dayton Police Department		4,888	577,303.84	4,963	957,859.00	(319,846.00)	638,013.00	60,709.16	10.5%
	German Township Police Department		67	7,913.31	64	12,352.00	(4,125.00)	8,227.00	313.69	4.0%
	Grandview Medical Center Police Department		50	5,905.50	56	10,808.00	(3,609.00)	7,199.00	1,293.50	21.9%
	Jackson Township Police Department		31	3,710.83	37	7,141.00	(2,385.00)	4,756.00	1,045.17	28.2%
	MCSO / Harrison Township		16	1,889.88	15	2,895.00	(967.00)	1,928.00	38.12	2.0%
	MCSO / Jefferson Township		1,583	186,963.19	1,591	307,063.00	(102,534.00)	204,529.00	17,565.81	9.4%
	MCSO / Washington Township		429	50,667.97	453	87,429.00	(29,194.00)	58,235.00	7,567.03	14.9%
	Miamisburg Police Department		379	44,762.47	383	73,919.00	(24,683.00)	49,236.00	4,473.53	10.0%
	Montgomery County Sheriff's Office		513	60,589.09	514	99,202.00	(33,125.00)	66,077.00	5,487.91	9.1%
	Perry Township Police Department		355	41,928.15	385	74,305.00	(24,812.00)	49,493.00	7,564.85	18.0%
	Phillipsburg Police Department		32	3,779.76	29	5,597.00	(1,869.00)	3,728.00	(51.76)	-1.4%
	Sinclair Police Department		2	235.86	1	193.00	(64.00)	129.00	(106.86)	-45.3%
	UD, Department of Public Safety		26	3,112.18	20	3,860.00	(1,289.00)	2,571.00	(541.18)	-17.4%
	Vandalia Police Department		87	10,274.91	97	18,721.00	(6,251.00)	12,470.00	2,195.09	21.4%
	Veterans Administration Police		228	26,928.04	231	44,583.00	(14,887.00)	29,696.00	2,767.96	10.3%
			5	598.65	7	1,351.00	(451.00)	900.00	301.35	50.3%
Yes Total			9,032	1,066,837.76	9,225	1,780,425.00	(594,517.00)	1,185,908.00	119,070.24	11.2%
No										
	Blanchester Police Department		25	4,500.00	25	4,825.00	-	4,825.00	325.00	7.2%
	Carlisle Police Department		23	4,230.39	24	4,632.00	-	4,632.00	401.61	9.5%
	Clearcreek Township Police Department		52	9,564.36	55	10,615.00	-	10,615.00	1,050.64	11.0%
	Covington Police Department		1	183.93	5	965.00	-	965.00	781.07	424.7%
	Darke County Sheriff's Office		261	48,005.73	276	53,268.00	-	53,268.00	5,262.27	11.0%
	Eaton Police Department		67	12,323.31	80	15,440.00	-	15,440.00	3,116.69	25.3%
	Enon Police Department		37	6,805.41	53	10,229.00	-	10,229.00	3,423.59	50.3%
	Evendale Police Department		5	919.65	7	1,351.00	-	1,351.00	431.35	46.9%
	Fairfield Twp. Police Department		58	7,467.00	62	11,966.00	-	11,966.00	4,499.00	60.3%

Montgomery County, Ohio
Office of Management & Budget
2018 Project Member Rates w/Reduced Cost - Average Cost Per Request

2017 Average Cost per Request is \$183.93
2018 Average Cost per Request is \$193.00

Member: 2017 Member

No	Agency/Jurisdiction	2017		2018		Subsidy	Total Projected 2018 w/Subsidy & Reduced Cost	\$ Difference	% Difference
		Member Charge	Sum of Number of Requests	Sum of Number of Requests	Sum of Total Cost				
	Lebanon Police Department	152	27,957.36	144	27,792.00	-	27,792.00	(165.36)	-0.6%
	Mason Police Department	104	19,128.72	108	20,844.00	-	20,844.00	1,715.28	9.0%
	Miami County Sheriff's Office	291	53,523.63	318	61,374.00	-	61,374.00	7,850.37	14.7%
	Morrow Police Department	8	1,471.44	6	1,158.00	-	1,158.00	(313.44)	-21.3%
	New Paris Police Department	11	2,023.23	12	2,316.00	-	2,316.00	292.77	14.5%
	Preble County Sheriff's Office	117	21,519.81	161	31,073.00	-	31,073.00	9,553.19	44.4%
	Springboro Police Department	105	19,312.65	130	25,090.00	-	25,090.00	5,777.35	29.9%
	Tipp City Police Department	68	12,507.24	71	13,703.00	-	13,703.00	1,195.76	9.6%
	Union City Police Department	21	3,862.53	16	3,088.00	-	3,088.00	(774.53)	-20.1%
	Versailles Police Department	3	551.79	2	386.00	-	386.00	(165.79)	-30.0%
	Waynesville Police Department	3	551.79	3	579.00	-	579.00	27.21	4.9%
	West Milton Police Department	48	8,828.64	45	8,685.00	-	8,685.00	(143.64)	-1.6%
No Total		1,460	265,238.61	1,603	309,379.00	-	309,379.00	44,140.39	16.8%
Grand Total		10,492	1,332,076.37	10,628	2,089,804.00	(594,517.00)	1,495,287.00	163,210.63	12.3%