
**SPRINGFIELD TOWNSHIP
BOARD OF TRUSTEES
JANUARY 7, 2016
SPECIAL MEETING**

The Springfield Township Board of Trustees held a special meeting Thursday, January 7, 2016 at 5:00 p.m. at the Springfield Township Town Hall, 2459 Canfield Road, Akron, Ohio. Purpose of the meeting: approving the application of a Department of Homeland Security Grant, approving a contract for policing services; and to consider other matters as may properly come before the Board.

The meeting was called to order by Dean Young. Sharon Harms, Fiscal Officer, called the roll. Roll Call: Mrs. Davis (yes); Mr. Young (yes); Mr. DiLauro (yes).

FIRE 006-16 Dean Young: I move to approve contract agreements with Gatchell Grant Resources, LLC for the preparation and submission of the FY 2015 Assistance to Firefighter Grants. The agreement lists a \$650 fee for each application, and a fee of 8% of the award, to a maximum amount of \$3,000. An application for Operations and Safety, and a Vehicle Acquisition will be prepared for submission for a total amount of \$650 to be paid from fund line 2191-230-221, Contracted Services. A credit of \$650 from a FY 2014 application will be applied to the FY 2015 applications. Seconded by Deborah Davis. Roll Call: Mrs. Davis (yes); Mr. Young (yes); Mr. DiLauro (yes).

POLICE 007-16 Dean Young: I move to approve the one year Lakemore Police Contract. Seconded by Deborah Davis. Roll Call: Mrs. Davis (yes); Mr. Young (yes); Mr. DiLauro (yes).

POLICE 008-16 Dean Young: I move to approve Dan Rafferty status from full time police officer to part time police officer effective January 7, 2016. Seconded by Deborah Davis. Roll Call: Mrs. Davis (yes); Mr. Young (yes); Mr. DiLauro (yes).

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**ADM 008 ½ -16 Dean Young: I move to adjourn. Seconded by Deborah Davis.
Roll Call: Mrs. Davis (yes); Mr. Young (yes); Mr. DiLauro (yes).**



Dean Young, Chairman



Joe DiLauro, Vice Chairman

ATTEST



Deborah Davis, Trustee



Sharon Harms, Fiscal Officer

*0107spebot
Minutes prepared by Patty Price*

CONTRACT FOR SERVICES

Between

*Springfield Fire Department
2454 East Waterloo Road
Akron, Ohio 44312*

and

*Gatchell Grant Resources, LLC
Vera V. Gatchell/Didi Everhart
5202 14th Street SW
Canton, Ohio 44710*

*This document represents a contractual agreement effective December 1, 2015, between **Gatchell Grant Resources, LLC** (hereinafter referred to as "GGR") and **Springfield Fire Department** (hereinafter referred to as "Fire Department").*

Section I Responsibilities

Grant Advisors

Under this agreement, GGR will develop a specific grant: [2015 AFG Grant for Vehicle Acquisition].

- In conjunction with the Fire Chief or designee, GGR will develop a proposal according to the Fire Department wishes.*
- Submit the specified grant proposal on time unless otherwise directed to by the Fire Department. Grant shall not be submitted unless approval has been given by the Fire Chief or designee.*

Fire Department

The Fire Department agrees:

- Not to share any information or procedures concerning this contract or process with any other entities or their agents. In addition, the Fire Department agrees not to use this or any part of this grant proposal in other future grant proposals to be submitted by the Fire Department without expressed permission from GGR.*

- *Not to release a copy of the grant proposals or the funded grants to any individual or entity in order to protect the technology and grant design which is developed and owned by GGR. The Fire Department agrees that the grant mode, concept, and formatting are the sole property of GGR.*
- *To provide any aid and assistance to GGR in researching and developing the proper information necessary in order to facilitate said grant proposal.*
- *When the Fire Department is actually submitting the grant proposal, will do so on time and agrees not to hold GGR responsible for not submitting the grant proposal on time.*
- *In the event that a grant permits "administration fees", Fire Department agrees to utilize the services of GGR and not a third party source unless GGR declines the offer.*

Section II Method of Payment

The Fire Department Agrees:

- *To pay GGR a non-refundable six hundred fifty dollar (\$650.00) fee for the specified grant proposal. [2015 AFG Grant for Vehicle Acquisition].*
- *Payment shall be made by check payable to: **Gatchell Grant Resources, LLC***
- *To pay the fee for the specified grant within fourteen (14) calendar days of the signing of this agreement. The Fire Department also understands that this fee may be refundable if applicable in the grant application and according to the grant guidelines.*
- *A fee of eight percent (8%) of the grant award will be paid to GGR at the time the grant contracted for is awarded by the grant funder. This amount shall not exceed three thousand dollars (\$3,000.00). It is also understood that some grant funders make payments to the awarded Fire Department over a period of time and not in a lump sum, depending on the type of grant awarded. Therefore, upon issuance of the grant award contracted for by the grant funder, the Fire Department agrees within thirty (30) days of the award date, make full payment of the eight percent (8%) fee to GGR, again not to exceed the \$3,000.00 cap.*
- *GGR agrees that if this grant application is not awarded the first time, GGR will re-write the grant application the following year for FREE. The eight percent (8%) award fee still applies.*
- *This contract may be terminated by the Fire Department upon thirty (30) days written notice to GGR. Upon notice of termination, GGR shall be entitled to fees for work performed up to the date of receipt of the written notice of termination.*
- *For the eight percent (8%) fee GGR agrees to assist with any reports required to be submitted to the grant funder.*

- The Fire Department has the sole discretion as to what grant that they want to apply for. However, GGR will advise as to eligibility and potential for success of grant being submitted.
- Renewal of this contract will be voluntary on the part of the Fire Department as it may choose to renew or to terminate Fire Department grant writing services.

Section III Agreements

This Agreement is binding between all present and future agents of Fire Department. In the even the authority of the responsible parties detailed in the documentation of this agreement is transferred for any reason, to include occupation, retirement, disability or death, demotion, the agreement shall remain binding with Fire Department.

IN WITNESS THEREOF, all parties have caused this contract to be executed by their duly authorized officials:

SPRINGFIELD FIRE DEPARTMENT



 Dean Young, Chairman, Board of Trustees

1/7/16

 Date

 Fire Department

 Date

GATCHELL GRANT RESOURCES, LLC



 Vera V. Gatchell

 Date



 Diell Everhart

 Date

CONTRACT TO PROVIDE POLICE SERVICES

This Contract to Provide Police Services (Contract) is made and entered into on the date signed by the Springfield Township Board of Trustees by and between the Village of Lakemore, Ohio (Lakemore) and the Springfield Township Board of Trustees (Springfield Township), Summit County, Ohio. The Contract is duly authorized by Resolution No. _____, enacted on _____ by Springfield Township, Township Hall being located at 2459 Canfield Road, Akron, Ohio 44312, and by the Mayor of Lakemore, his office being located at 1400 Main Street, Lakemore, Ohio 44250, as duly authorized by Lakemore Ordinance No. _____, enacted by Lakemore Village Council on _____.

WITNESSETH:

WHEREAS, Lakemore desires to obtain policing services from Springfield Township; and

WHEREAS, Springfield Township shall provide such policing services to Lakemore in accordance with the terms set forth in this Contract.

THEREFORE, in consideration of the covenants and promises made herein, the parties agree as follows:

1. Contract Term:

- a. The period of the Contract during which law enforcement services will be provided by Springfield to Lakemore will commence on January 01, 2016 and terminates on December 31, 2016, subject to renewal upon terms agreed upon thereafter by both parties.
- b. Absent agreement to extend this contract beyond the initial term, the provision for services shall continue upon the same terms except as follows:
 - i. Payment by Lakemore to Springfield Township shall be subject to adjustment based upon the actual cost of the services using the formula set forth in paragraph 3 below; but, not to exceed an increase of 6% from one year to the next; and
 - ii. Either party can terminate the contract for services at any point upon six (6) months prior notice, or by mutual written consent of the parties.

2. Services:

Services to be provided by Springfield Police for Lakemore, shall include:

- a. One officer will patrol and provide police protection to Lakemore in an adequately equipped and maintained police cruiser provided by Lakemore, 24 hours/7 days/week, within the Lakemore corporate limits, except for a regular shift change, or if required for back-up of other units, including mutual aid.

- b. One officer will patrol and provide police protection to Springfield High School, during school hours, in an adequately equipped and maintained police cruiser, provided by Lakemore.
- c. The handling of all complaints or concerns regarding issues of transition relating to this Contract and handling of complaints or concerns raised by Lakemore residents will be handled by a Captain level officer.
- d. Springfield Township will provide 40 hrs/week of clerical support for police operations to benefit both Lakemore and other areas of Springfield Township, in addition to the level of clerical support presently existing within the Springfield Township Police Department. The total cost of this position will be shared equally by Springfield and Lakemore.
- e. Springfield Township will provide Lakemore with full police support and protection in the same manner that it provides such services to all areas of Springfield Township
- f. Residents of Lakemore will receive courteous and professional treatment by the officers assigned for duty there in the same manner as provided to residents of Springfield Township.
- g. All Springfield police officers will be granted the right to exercise all of the same police powers and all other law enforcement rights granted to the Village of Lakemore.

3. Payment and other obligations of Lakemore:

- a. Payment for services rendered pursuant to this Contract shall be made by Lakemore each month, on or before the 5th of the month, in advance. Monthly payments shall be one-twelfth (1/12) of actual cost of providing services, based upon the formula set forth in Exhibit "A", attached hereto and incorporated herein.
- b. In addition to the payments described in paragraph 3(a) above, Lakemore shall also be responsible to pay Springfield Township for the following:
 - 1. Any increase in dispatch costs incurred by Springfield Township by reason of increased call volume;
 - 2. Overtime incurred by reason of the work or absence from work of officers assigned to Lakemore;
 - 3. Cost of additional weapons, equipment, and training for newly hired officers provided under this contract, to achieve uniformity with other Springfield officers;
 - 4. Any unemployment compensation taxes or contributions attributable to the officers assigned to Lakemore.
 - 5. Costs for any computer equipment required for vehicles assigned to Lakemore.
 - 6. Liability insurance premiums attributable to officers provided by this contract.
 - 7. Any increase in cost for SWAT participation by reason of this contract;
 - 8. These costs described above will be tracked by the Springfield Township Police Chief to be reported to the review committee provided for in paragraph 4 of this Contract.

- c. The payments required under Section 3(b) shall be paid by Lakemore as part of the monthly payment as required under Section 3(a). The formula will be one-twelfth (1/12) of the total cost of the previous year, plus any foreseen adjustment seen fit by the Chief of Police. The cost is included in Exhibit "A," attached hereto and incorporated herein. Actual cost adjustments will be made by the Chief and reflected in the next contract.
- d. During the first year of this Contract, Lakemore's payment shall include 100% of the cost of compensation paid to the Captain referred to in paragraph 2(C). Thereafter, Lakemore's payment for compensation shall be based on this formula: 85% of the cost in the second year; 70% in the third and subsequent years thereafter.
- e. Any monies received by Springfield Township from stimulus grants, school resource officer grants, other state or federal grant programs, or from Springfield schools awarded or received, specifically to defray expenses for officers or equipment required to provide police services to Lakemore shall be credited toward Lakemore's obligation pursuant to this Contract.
- f. Lakemore will provide and maintain:
 - i. two police cruisers including fuel, to be dedicated for use by officers assigned to duty in Lakemore; and
 - ii. one vehicle including fuel for use of the Captain assigned as liaison to Lakemore.
 - iii. One cruiser will be equipped by Lakemore with a MDT (Mobile Data Terminal), cost estimated at \$5,000.00, with service at \$85.00/month. Lakemore will also provide and maintain the service on one cellular telephone.
- g. If Springfield is required to terminate or lay off Springfield employees due to termination or non-renewal of the contract by either party, then Lakemore will pay the unemployment compensation expenses incurred by Springfield Township for the employees laid off, not to exceed five (5) in number. Lakemore will also pay 70% for the Captain, and 50% of the data entry position.
- h. Lakemore will retain and maintain custody, ownership, and responsibility for maintenance of all its presently owned police equipment, furniture, furnishings, personnel files, record of investigations, work product and contents of any evidence room.

4. Joint review committee:
 - a. There shall exist a joint review committee, with three members appointed by each, the Lakemore Village Council and the Springfield Township Trustees. Joint Review Committee may meet at least once every six months. The function of this committee shall be to review the success of this Contract, to analyze the actual costs of providing services to Lakemore and to assess the adequacy of the services provided. The committee shall report to their respective appointing authorities as to their findings.
5. Release:
 - a. Springfield Township will not be liable and is released from any claims, causes of action, or expenses of any kind or nature which are asserted against Lakemore in connection with Springfield Township's fulfillment of its obligations under this Agreement.
 - b. Lakemore acknowledges and understands that Springfield Township's insurance provider only provides insurance coverage to Springfield Township, and that Lakemore must maintain its own insurance coverage.
 - c. The Lakemore Fiscal Officer and the Springfield Fiscal Officer shall each provide to the other proof of liability coverage matching or exceeding that in effect in Springfield Township prior to execution of the Agreement and each shall notify the other in writing of any changes to said policy at least 30 days prior to the change taking effect. Failure to maintain liability coverage matching or exceeding that in effect presently for Springfield Township and/or to notify the other Fiscal Officer of any changes to liability coverage shall be grounds for either party to suspend or terminate this Agreement.
6. Default:
 - a. The failure to timely pay any sum due under the Contract shall be considered breach of the Contract and shall enable Springfield Township to institute the remedies at its discretion, in addition to other legal remedies available to Springfield Township:
 - i. In absence of current payment, immediate suspension of police services to Lakemore by Springfield Township, with the option on the part of Springfield to terminate the Agreement.
 - b. Notice under this section shall be provided in writing to Lakemore.
 - c. Any and all amounts owed as of the date of termination shall remain an obligation of Lakemore and shall survive termination of this Agreement.
7. Entire Agreement:
 - a. This Contract is the entire agreement of the parties and supersedes any prior understanding or agreement related thereto. This Contract can only be amended or modified by the prior written consent of all parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date signed by the Springfield Township Board of Trustees.

THE SPRINGFIELD TOWNSHIP BOARD OF TRUSTEES:

Deborah Davis, Trustee

Date

Joe DiLauro, Trustee

Date

Dean A. Young, Trustee

Date

Approved as to legal form:

Brouse McDowell
Township Legal Counsel

Date _____

THE VILLAGE OF LAKEMORE, OHIO

Mayor

Date

Approved as to legal form:

Village Solicitor

Date

Police Contract Lakemore
2016 Exhibit A

5 OFFICERS

Base Salary	\$ 259,584.00
OPERS 18.1%	\$ 46,984.70
Medicare 1.45%	\$ 3,763.68
Uniform	\$ 5,000.00
Medical Insurance	\$ 67,592.52
Life Insurance	\$ 534.00
Longevity	\$ 888.00
TOTAL	\$ 384,346.90

DATA-STAFFORD

Base Salary	\$28,350.40
OPERS 14%	\$ 3,969.06
Medicare 1.45%	\$ 411.08
Medical Insurance	\$12,663.12
Life Insurance	\$ 106.80
	100% \$45,500.46
	50% \$22,750.23
TOTAL	\$22,750.23

CAPTAIN

Base Salary	\$67,225.60
OPERS 18.1%	\$12,167.83
Medicare 1.45%	\$ 974.77
Uniform	\$ 800.00
Medical Insurance	\$ -
Life Insurance	\$ 106.80
	100% \$81,275.00
	70% \$56,892.50
TOTAL	\$56,892.50

WORKER'S COMP

All 7 Employees	\$ 9,394.14
TOTAL	\$ 9,394.14

OTARMA-Risk Management

All 7 Employees	\$ 4,509.08
TOTAL	\$ 4,509.08

Capt. Insurance supplement

Estimate for 2016	\$0.00
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2016-Esimated Montly costs (Extra)
Costs will be totaled year end,adjustments made

TOTAL \$ 49,000.00 (Estimate-Balanced at Year End)

Pending Credit - SCHOOL OFFICER

School will now be invoiced directly by the village, no cost built into the 2016 contract.

2016 Lakemore Total - \$526,892.65

2016 montly invoice - \$43,908.00

*rounded to the nearest dollar amount

*** Medical Insurance, Worker's Compensation, and OTARMA totals are based on 2015 totals and estimates..
Any adjustments needed will be made at years end.