

RESOLUTION R35-17

A RESOLUTION AUTHORIZING THE VILLAGE OF COVINGTON TO  
ENTER INTO AN AGREEMENT WITH MONTGOERY COUNTY TO  
PROVIDE CRIME LAB SERVICES

**WHEREAS**, the Village of Covington and various subdivisions located in the state of Ohio find it necessary to receive crime lab services from the Montgomery County Coroner;

WHEREAS, Montgomery County, Ohio has prepared a contract setting forth the terms of an agreement to provide said services to the Village of Covington; said agreement is attached hereto as Exhibit A.;

WHEREAS, the Village of Covington's police department recommends that the Village enter into said agreement;

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF  
COVINGTON, STATE OF OHIO;**

**SECTION 1.** The council for the Village of Covington, finds it reasonable, necessary and in the best interest of the Village to enter into the Crime Lab agreement attached hereto as Exhibit A.

**SECTION 2.** The Village Administrator and/or Mayor of the Village of Covington is hereby authorized to execute the agreement attached hereto as Exhibit A.

**SECTION 3.** This resolution shall take effect at the earliest time permissible by law.

APPROVED December 18, 2017



Edward L. McCord, Mayor



R. Scott Tobias, President of Council



Brenda Carroll, Clerk/Fiscal Officer

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 Village of Covington (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

**VILLAGE OF COVINGTON**

\_\_\_\_\_  
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

Montgomery County	Agency/Jurisdiction	2017 Member Charge Sum of Number of Requests	Sum of Total Cost	2018 Projected Requests Sum of Number of Requests	Sum of Total Cost	Subsidy	Total Projected 2018 w/Subsidy & Reduced Cost	\$ Difference	% Difference
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	19,886.00	(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%
	Germantown Police Department	50	5,905.50	56	10,808.00	(3,609.00)	7,199.00	1,293.50	21.9%
	Grandview Medical Center Police Department	31	3,710.83	37	7,141.00	(2,385.00)	4,756.00	1,045.17	28.2%
	Jackson Township Police Department	16	1,889.88	15	2,895.00	(967.00)	1,928.00	38.12	2.0%
	MCSSO / Harrison Township	1,583	186,963.19	1,591	307,063.00	(102,534.00)	204,529.00	17,565.81	9.4%
	MCSSO / Jefferson Township	429	50,667.97	453	87,429.00	(29,194.00)	58,235.00	7,567.03	14.9%
	MCSSO / Washington Township	379	44,762.47	383	73,919.00	(24,683.00)	49,236.00	4,473.53	10.0%
	Miamisburg Police Department	513	60,589.09	514	99,202.00	(33,125.00)	66,077.00	5,487.91	9.1%
	Montgomery County Sheriff's Office	355	41,928.15	385	74,305.00	(24,812.00)	49,493.00	7,564.85	18.0%
	Perry Township Police Department	32	3,779.76	29	5,597.00	(1,869.00)	3,728.00	(51.76)	-1.4%
	Phillipsburg Police Department	2	235.86	1	193.00	(64.00)	129.00	(106.86)	-45.3%
	Sinclair Police Department	26	3,112.18	20	3,860.00	(1,289.00)	2,571.00	(541.18)	-17.4%
	UD, Department of Public Safety	87	10,274.91	97	18,721.00	(6,251.00)	12,470.00	2,195.09	21.4%
	Vandalia Police Department	228	26,928.04	231	44,583.00	(14,867.00)	29,696.00	2,767.96	10.3%
	Veterans Administration Police	5	598.65	7	1,351.00	(451.00)	900.00	301.35	50.3%
<b>Yes Total</b>		<b>9,032</b>	<b>1,066,837.76</b>	<b>9,225</b>	<b>1,780,425.00</b>	<b>(594,517.00)</b>	<b>1,185,908.00</b>	<b>119,070.24</b>	<b>11.2%</b>
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

Montgomery County	Agency/Jurisdiction	2017 Member Charge  Sum of Number of Requests	Sum of Total Cost	2018 Projected Requests  Sum of Number of Requests	Sum of Total Cost	Subsidy	Total Projected 2018 w/Subsidy & Reduced Cost	\$ Difference	% Difference
No	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%
<b>No Total</b>		<b>1,460</b>	<b>265,238.61</b>	<b>1,603</b>	<b>309,379.00</b>	<b>-</b>	<b>309,379.00</b>	<b>44,140.39</b>	<b>16.6%</b>
<b>Grand Total</b>		<b>10,492</b>	<b>1,332,076.37</b>	<b>10,828</b>	<b>2,089,804.00</b>	<b>(694,517.00)</b>	<b>1,495,287.00</b>	<b>163,210.63</b>	<b>12.3%</b>