CITY OF REYNOLDSBURG

FINANCE COMMITTEE
MONDAY JANUARY 4, 2016

COMMITTEE MEETING:

PLACE: COUNCIL CHAMBERS
7232 E. MAIN ST, REYNOLDBURG, OH 43068

President: DOUG JOSEPH

Ward Members: Ward I – Stephen Cicak
Ward II – Brett Luzader
Ward III – Marshall Spalding
Ward IV – Mel Clemens

At Large Members: Barth R. Cotner
Chris Long
Dan Skinner, Esq.

COMMITTEES:

(Composition of committee will be determined during Organizational Meeting)

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Agenda is subject to amendment by Committee/Council at the time of the meeting.

All meetings of the Council shall be held in accordance with the general laws of Ohio pertaining to requirements for open meetings of public bodies.

If you wish to speak before City Council concerning a specific topic on the agenda, or about a specific topic not on the agenda, please complete a "Speaker Form" and give to the Clerk of Council. Forms are located in the wooden box on one of the bench seats in the atrium. Copies of the Rules of Discussion are available next to the wooden box.

April Beggerow
Clerk of Council

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes
    a. Finance Committee – Committee Meeting – December 21, 2015
4. Election of Chairman; appointment of Vice Chairman
5. Discussion
    a. Ordinance Authorizing Renewal of "Memorandum of Understanding - 2015 Franklin County Drug Task Force". (First Reading 12/14/2015).
    b. Authorize Contract with New World Systems.

CITY OF REYNOLDSBURG

FINANCE COMMITTEE
MONDAY DECEMBER 21, 2015

COMMITTEE MEETING:

PLACE: COUNCIL CHAMBERS
7232 E. MAIN ST, REYNOLDBURG, OH 43068

1. Call to Order

PRESENT: Barrett, Kelly, Clemens, Cotner, Long, Skinner, Joseph
ABSENT: McGrady III

2. Approval of Agenda

Chairman Cotner: I have two items that I need to add to our agenda this evening. Item H., the issue regarding the JEDD2 legislation. It well read the same as item G., but it will be the second JEDD proposed before us. And, item I. Will be an ordinance to enter into a development compensation agreement. That is also related to the JEDD 1 and 2. I would like to add those two items to our agenda. Is there a second to add those, a second by Councilman Long. All in favor say aye, "Aye", all opposed, " ". Thanks you. The agenda will be amended. I will make a motion that we add as item J., the Disaster Recovery Hosting Agreement. Seconded by Councilman Skinner. All in favor say aye, "Aye", all opposed, " ".

3. Approval of Minutes

a. Finance Committee – Committee Meeting – December 7, 2015

Minutes stand approved.

4. Discussion

a. Appropriate Money for Workers Compensation and Unemployment

Mr. Harris: Thank you Chairman Cotner, Members of Council, when going through the things for the clean up ordinance, this was an item that we found, that we need a little bit of extra money appropriated into the worker's comp and unemployment. When we get these bills, we do not always know what we are going to get and we did not have enough money appropriated for them. They came in a little higher than they had the previous year. So, we would need that extra money to have that appropriation placed before the end of the year.

Chairman Cotner: Does anyone have questions for the auditor on this? Seeing none, I will make a motion we send this to the Special Council Meeting to follow, with recommendation for adoption as an emergency.

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 12/21/2015 8:00 PM**
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Mel Clemens, Ward IV	
AYES:	Barrett, Kelly, Clemens, Cotner, Long, Skinner	
ABSENT:	McGrady III	

b. Request for City Council to Approve the Purchase of a BDA Device for the Police Building

Chief O'Neill: Thank you Chairman Cotner, Members of Council. The BDA device, for a lack of a better term, is a signal booster that we are going to be required to purchase in order to make our new radio system 100% functional. We had an indication early on that this might be something that we would need, but we were waiting until the actual system was up and operational before we could evaluate whether or not we would need it. Basically, the new radio system, the digital system, has a tremendous amount of coverage in open air, but it has difficulty penetrating large buildings. So, in the initial uptake of the new program, we purchased several that ride inside cruisers to get the signal into large buildings. Target, Wal-Mart, Sam's Club, those type of large metal and concrete structures, we were having trouble with. The schools had one placed out at the Summit Rd. campus and that covered just about everything. The one building we did not account for initially was the police building and specifically the center of the police building where the sergeant's desks are, the signal just cant penetrate it. Now that we are up and running, we are able to evaluate where things work and where they don't work. This is the last piece of the puzzle to make sure we are 100% operational.

Chairman Cotner: Does anyone have questions? This money is coming from the forfeiture?

Chief O'Neill: The Special Law Enforcement Fund.

Chairman Cotner: That's a perfect use of those types of funds.

Chief O'Neill: Yes.

Chairman Cotner: If no one has any questions, I will make a motion we send this to Council, with recommendation for adoption as an emergency.

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 12/21/2015 8:00 PM**
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Barrett, Kelly, Clemens, Cotner, Long, Skinner	
ABSENT:	McGrady III	

c. Ordinance Authorizing Renewal of “Memorandum of Understanding - 2015 Franklin County Drug Task Force”. (First Reading 12/14/2015).

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 12/21/2015 8:00 PM**
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Barrett, Kelly, Clemens, Cotner, Long, Skinner	
ABSENT:	McGrady III	

d. Ordinance to Make an Interim Appropriation for Current Expenses and Other Expenditures of the City of Reynoldsburg, State of Ohio, During the Fiscal Year Ending December 31, 2016, and Declaring an Emergency. (First Reading 12/14/2015 Requesting Passage at Second Reading).

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 12/21/2015 8:00 PM**
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Leslie Kelly, Ward II	
AYES:	Barrett, Kelly, Clemens, Cotner, Long, Skinner	
ABSENT:	McGrady III	

e. Ordinance Making Transfer of Funds Among Various General Fund Departments, Making Appropriations for the Permissive Tax Fund for Tresurer Fees, Making Appropriations for the Street Fund for Wages-Staff, Making Appropriations for the Street Fund for Group Insurance, Making Appropriations for the Sidewalk Fund for Fees, Making Appropriations for the Visitor Bureau Fund for Agency Distributions, Making Appropriations for the Demolition Fund for Refund, Making Approriations for the Taylor Square Tif Fund for Treasurer Fees, Making Appropriations for the Brice Main Tif Fund for Agency Distributions, Making Appropriations for the Kroger Tif Fund for Treasurer Fees, and Declaring an Emergency. (First Reading 12/14/2015 - Requesting Passage at Second Reading).

Mr. Harris: One of the things that I wanted to explain the last couple of weeks was, we are asking Council to unappropriate money from the water department, account 710.735.5300, $700,000.00, because with such a wet spring and summer here, the outdoor watering did not happen like it normally does and this caused us to appropriate more money they we actually had since we did not sell the water. Same thing with the sewer fund, the $990,000.00, since they did not use water, they did not pay sewer, so they go hand in hand. Because of the weather situation this year, I do not know about you, but I never stopped mowing grass. It was not dry, and the fact that it was wet, people did not have to water like they normally do. So, we had more money appropriated than we have actually gotten in. We are just asking that, that be unappropriated so we do not go over the amount of money that we have available. I can answer any questions on that.

Chairman Cotner: Anyone?

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 12/21/2015 8:00 PM**
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Barrett, Kelly, Clemens, Cotner, Long, Skinner	
ABSENT:	McGrady III	

f. Ordinance to Adopt the Revised Bylaws of the Treasury Investment Board. (Second Reading 12/14/2015)

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 12/21/2015 8:00 PM**
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Leslie Kelly, Ward II	
AYES:	Barrett, Kelly, Clemens, Cotner, Long, Skinner	
ABSENT:	McGrady III	

g. An Ordinance Approving and Authorizing the Execution and Delivery of a Joint Economic Development District Contract by and Between Etna Township and the City of Reynoldsburg, Ohio and Declaring an Emergency

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 12/21/2015 8:00 PM**
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Barrett, Kelly, Clemens, Cotner, Long, Skinner	
ABSENT:	McGrady III	

h. An Ordinance Approving and Authorizing the Execution and Delivery of a Joint Economic Development District Contract by and Between Etna Township and the City of Reynoldsburg, Ohio and Declaring an Emergency.

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 12/21/2015 8:00 PM**
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Mel Clemens, Ward IV	
AYES:	Barrett, Kelly, Clemens, Cotner, Long, Skinner	
ABSENT:	McGrady III	

i. An Ordinance Approving and Authorizing the Execution and Delivery of a Joint Economic Development District Contract by and Between Etna Township and the City of Reynoldsburg, Ohio and Declaring an Emergency.

Mr. Havener: Thank you Chairman Cotner, Members of Council. The Development Compensation Agreement is an agreement between the Licking County Board, the County Commissioners, the Etna Township Board of Trustees, the City of Reynoldsburg, and the Prologis development. The City is involved because it basically is part of the overall presentation of the JEDD agreements. Really, the agreement itself is more focused on the partnership between Etna Township and the School Board, as well as Prologis; and, is based around CRA, TIFF agreements, and tax abatements that were agreed upon by those different entities. Again, I will ask for Mr. Platte to talk in more details and to answer any questions you may have.

Attorney Hood: Before Mr. Platte can describe to you the intricacies of the agreement. What this is really, is the first step, after developing the JEDD, and doing economic development, this is how these things work. This is how buildings get built, infrastructures placed, and finally jobs are created. He was referring to this agreement as JEDD1, but also, as to what they refer to in the township as Prologis Phase III. So, when he talked to you about the three million square feet, and the hundreds of jobs, and things like that, this is the deal that is in place in the district, that we are going to create in a few moments, actually tomorrow, after the Township passes their agreement. But, once we partner, and create the district, these are the types of things that the Board of Directors of the district will venture to make an agreement with, with private and public sector entities, in order to turn plans into actual jobs. These are the first steps for us. These are routine agreements in the development field. There is really no obligation for the City of Reynoldsburg, other than our JEDD obligations that we are agreeing to, as far as our tax administration through the district. This is what turns the plans into jobs. The abatement that Mr. Havener talked about is such that does not affect revenue coming to the City. It comes out of portions of other entities. With that, if there are no questions for me, I will turn it over to Mr. Platte.

Mr. Platte: Members of Council, Mayor, thank you again for your time. I am going to want a recording of this because I think Jed did an excellent job of explaining how this works. I like to refer to the Development Compensation Agreement, we just call them DCA's, it is basically the umbrella. It is what is pulling all the development together. This is specific to the JEDD1 area that Prologis is proposing to develop. Again, 230 acres north of where they are at right now, at the southwest corner of Refugee and Mink Rd. Again, three million square feet. You put these kind of plans in place, you have to have some sort of guide, some sort of plan laid out and that is exactly what this is. The DCA's bring together the JEDD, there are so many parts of this. We have a JEDD. We have an annexation agreement. We have township TIF's. We have county CRA's. All this has to be brought together and be organized. And, that is what this does. It spells out what parties are doing what, what the contributions are, basically all that. As Jed said, you guys are basically party to the DCA, only because you are a party to the JEDD, and the JEDD is involved with the DCA. So, there is no obligation on the City, on this at all. Really, it is where you get to sit back and see these things happen. You will see, as you read through it, the township's deal that was struck with the Southwest Licking School District, in order to facilitate the tax abatement. You will see the township TIF that is put in place and how that is going to be used to help pay for the infrastructure. You will see the JEDD included and all these different documents. When you do all that, and you bring them under one umbrella, then all the parties have to sign off on it. So, that is why Council needs to sign off, the township, the County Commissioners, etc... Again, just the overall umbrella, bringing it all together. This one is not specific to JEDD2, that 330 acres. What you will see as we move forward with the next developer, as that comes forward, you will see DCA's for that also. You will have a couple of these come before you where we will ask for your signature on it and your participation in it. But again, no obligation for the City. I will tell you that the Board of Trustees did hold our regular meeting Saturday morning and we do have the special meeting scheduled for tomorrow night. The

Board of Trustees did approve this Development Compensation Agreement, and TIF legislation that we need to pass was approved Saturday. Because the DCA includes the JEDD, it is kind of subject to your approval of the JEDD this evening. Our Trustees did approve the JEDD changes we have been discussing, and they will simply finalize that tomorrow night. So again, bringing it all together, and making the magic happen, this really is where you are going to see the development start to happen. I am asking for the City to approve this document. Thank you.

Chairman Cotner: Thank you gentlemen. Great information for us. Does anyone have questions before they head back? Thank you again gentlemen.

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 12/21/2015 8:00 PM**
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Barrett, Kelly, Clemens, Cotner, Long, Skinner	
ABSENT:	McGrady III	

j. To Enter into an Agreement with Broadband Resources, LLC to Provide Disaster Recovery Hotsite Hosting Services.

Chief O'Neill: Thank you Chairman Cotner and members of the Council. This is a section of the agreement with Broadband Resources, this is the Hotsite of the Disaster Recovery that we had discussed earlier in the year. We were able to finally get all the pieces of the puzzle together with the contract. All the questions were answered and signed, all answered, I should say. We are looking to have them signed. This piece, since it is so late in the year, we will just go ahead and do the setup with the actual backing up, and disaster recovery, starting the first part of next year, 2016. We need to have that done before the State Auditors come in. That is why we are trying to get this thing done as an emergency to get the ball rolling. Does anyone have any questions?

Chairman Cotner: Ok, thank you.

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 12/21/2015 8:00 PM**
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Barrett, Kelly, Clemens, Cotner, Long, Skinner	
ABSENT:	McGrady III	

<u>Police Department</u>
James O'Neill
7240 E. Main Street
Reynoldsburg OHIO 43068
614-322-6947 Phone

ORDINANCE REQUEST

DATE:	**January 4, 2016**
TO:	**Finance Committee**
RE:	ORDINANCE AUTHORIZING RENEWAL OF "MEMORANDUM OF UNDERSTANDING - 2015 FRANKLIN COUNTY DRUG TASK FORCE". (First Reading 12/14/2015).

The Reynoldsburg Division of Police request for City Council Members to approve the renewal of the Franklin County Drug Task Force Agreement. Please reference the attached Drug Task Force Agreement. The agreement was originally approved under Ordinance number 23-12 (attached). The agreement has been updated and therefore requesires approval.

Reynoldsburg Division of Police
7240 East Main Street
Reynoldsburg, Ohio 43068
(614) 866-6622
(614) 322-6926 (fax)

MEMORANDUM

Date: 4 December 2015

To: Chief/City Council

From: LT R. Wright #90 #90

Subject: Request to Renew Franklin County Drug Task Force Agreement

Current Situation:

Please reference the attached Drug Task Force Agreement. The Agreement was originally approved under Ordinance number 23-12 (attached). This Agreement has been updated and requires renewal. Our agency still benefits from our participation in this task force through supplemented man power for larger scale narcotics operations, reimbursement of overtime funding for the detective assigned, and percentage of seizures and forfeitures.

Request:

I request the following:

- This request is considered an add to the current agenda for meeting scheduled on 7 December 2015.
- Request approval to renew the Agreement.

Certified True Copy
Nancy C. Frazier
Acting Chief O'Neil
copy

ORDINANCE NO. 23-12 PASSED: May 14, 2012

ORDINANCE AUTHORIZING RENEWAL OF "MEMORANDUM OF UNDERSTANDING - 2012 FRANKLIN COUNTY DRUG TASK FORCE" AND DECLARING AN EMERGENCY

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

SECTION 1. That the renewal of the Memorandum of Understanding - 2012 Franklin County Drug Task Force (document received by Council April 18, 2012) is hereby authorized.

SECTION 2. That this ordinance is deemed to be an emergency measure necessary for the immediate preservation of the public health and safety; and further in order to have the M.O.U. in place, which provides for combined efforts to combat drug trafficking in the Franklin County area; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.

Doug Joseph
Doug Joseph, President of Council

ATTEST: Nancy C. Frazier
Nancy C. Frazier, Clerk of Council

APPROVED: Bradley L. McCloud DATE 5/16/12
Bradley L. McCloud, Mayor

CERTIFICATE

I, Nancy C. Frazier, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. 23-12 as passed by Council of said City on the 14th day of May 2012 and as recorded in the Record of Proceedings of said Council.

Nancy C. Frazier
Nancy C. Frazier, Clerk of Council

Filed with Mayor: 5-16-12 Published: ____________

Attachment: 23-12 (1272 : Renew Franklin Co Drug Task Force Agreement)

DRUG TASK FORCE AGREEMENT

This drug task force agreement is between the FRANKLIN COUNTY SHERIFF, the sheriff of Franklin County, Ohio (the "**Sheriff**"), the CITY OF UPPER ARLINGTON, a municipal corporation in Franklin County, Ohio ("**Upper Arlington**"), the CITY OF REYNOLDSBURG, a municipal corporation in Franklin County, Ohio ("**Reynoldsburg**"), the CITY OF GROVEPORT, a municipal corporation in Franklin County, Ohio ("**Groveport**"), and the CITY OF WORTHINGTON, a municipal corporation in Franklin County, Ohio ("**Worthington**") (those municipal corporations, the "**Municipalities**").

Section 737.04 of the Ohio Revised Code authorizes municipal corporations to enter into agreements with county sheriffs and other municipal corporations to allow the municipal corporations' police officers to work in a multijurisdictional drug task force. The Sheriff organized the Franklin County Drug Task Force (the "**Drug Task Force**") to perform functions related to the enforcement of drug laws and other laws related to illegal drug activity. Pursuant to Ohio Revised Code sections 311.29 and 737.04, the parties want to enter into an agreement for the use of police services and police equipment in the Drug Task Force.

The parties therefore agree as follows:

1. **Establishment of the Drug Task Force.** This agreement memorializes the establishment of the Drug Task Force that was organized by the Sheriff to perform functions related to the enforcement of drug laws and other laws related to illegal drug activity.

2. **Personnel; Equipment.** (a) The Sheriff and each of the Municipalities shall provide at least one Deputy Sheriff or Police Officer, respectively, to work in the Drug Task Force.

(b) The Sheriff and any of the Municipalities may provide equipment (the "**Equipment**") for use by any party in the Drug Task Force. Ownership of the Equipment will not transfer because of its use by any party in the Drug Task Force.

3. **Command Structure.** The Sheriff shall designate one Deputy Sheriff as the Task Force Commander. The Task Force Commander will command all Personnel in the performance of Task Force Operations. All Personnel will perform Task Force Operations under the direction of the Task Force Commander. The parties intend that Personnel, when performing Task Force Operations, remain employees of the respective employing parties. If the Task Force Commander determines that a Police Officer should not perform Task Force Operations, the Task Force Commander will request that the employing Municipality remove the Police Officer from the Drug Task Force. Upon receipt of such a request by the Task Force Commander, the Municipality shall cause its Police Officer to cease performing Task Force Operations and shall replace the removed Police Officer with another Police Officer.

4. **Collaboration Board.** (a) The Drug Task Force will be governed by a Collaboration Board (the "**Collaboration Board**"). The Collaboration Board will consist of the Sheriff and the Chief of Police from each of the Municipalities. The Sheriff may designate a Deputy Sheriff to serve as the Sheriff's representative on the Collaboration Board (the "**Sheriff's Designee**"). A Chief of Police may designate a Police Officer that is employed by the Municipality of the Chief of Police to serve as the respective representative on the Collaboration Board (a "**Municipality's Designee**"). For any Board Meeting in which a Sheriff's Designee or a Municipality's Designee attends, the Sheriff's Designee and

the Municipality's Designee will have the same powers as the Sheriff or Chief of Police, respectively. The Sheriff is not required to compensate Board Members for their participation in the Collaboration Board. The Collaboration Board will meet at least once every three months.

(b) The Collaboration Board will establish policies to govern all Personnel in the performance of Task Force Operations. The parties shall abide by all policies established by the Collaboration Board. Any policy may be established at a Board Meeting by a majority of a quorum of Board Members. A majority of all Board Members will constitute a quorum. The Collaboration Board will review its policies at least once every two years. Policies established by the Collaboration Board must be consistent with the provisions of this agreement.

5. **Responsibility for Conduct; Immunity.** The parties intend that a Deputy Sheriff or Police Officer will be acting within the scope of the Deputy Sheriff's or Police Officer's employment while performing Task Force Operations. The parties shall cause each Deputy Sheriff and Police Officer to abide by the policies of the Collaboration Board and the policies of the Deputy Sheriff's or Police Officer's respective employer. If there is a conflict between a policy of the Collaboration Board and a policy of the Deputy Sheriff's or Police Officer's respective employer, the policy of the Collaboration Board will not supersede the policy of the Deputy Sheriff's or Police Officer's respective employer. The parties intend that the immunities provided under Chapter 2744 of the Ohio Revised Code will apply to all Personnel while performing Task Force Operations. Police Officers will not be deemed to be Deputy Sheriffs, nor will Police Officers be agents or employees of Franklin County or the Franklin County Sheriff. Each Municipality shall assume all liability for the actions of their respective Police Officers.

6. **Funding.** The Sheriff states that he is the implementing agency for an award of grant funding made by the Ohio Office of Criminal Justice Services to the Franklin County Board of County Commissioners for project periods of February 1, 2014, through June 30, 2015, and July 1, 2015, through June 30, 2016. The Sheriff states that he intends to continue serving as the implementing agency for any future grant funding that is awarded to the Franklin County Board of County Commissioners. The Municipalities acknowledge that the Grant Funds are the only source of reimbursement for overtime expenses under section 7.

7. **Compensation; Reimbursement.** (a) The parties intend that each party will pay its Deputy Sheriffs or Police Officers, respectively, regular wages and any applicable overtime and benefits. If Grant Funds are available for disbursement as reasonably determined by the Sheriff, the Sheriff shall reimburse, not to exceed $17,000 per party per year, each Municipality for overtime wages, Medicare contributions not to exceed 1.45% of a Police Officer's gross wages, and contributions to the Public Employees Retirement System ("**PERS**") or the Ohio Police and Fire Pension System ("**OP&F**"), as applicable, not to exceed 18.1% of a Police Officer's gross wages. To be reimbursed, a Municipality must submit to the Sheriff no later than the twentieth day of the month immediately following the close of each calendar quarter (e.g., no later than April 20, for the first calendar quarter of months January, February, and March) an invoice that documents the overtime expenditure for the immediately preceding calendar quarter that was made by the Municipality to the Police Officer. The reimbursement rate for overtime will be one and one-half times the rate of regular wage for the Police Officer. The Sheriff will not be required to reimburse a Municipality for overtime wages, Medicare contributions, and PERS or OP&F contributions paid by a Municipality for a Police Officer where:

(1) the Municipality receives federal funding for the reimbursement of the overtime and benefit expenses paid by the Municipality for that Police Officer, and

(2) the Municipality has not exhausted the federal funding available to the Municipality for the reimbursement of the overtime and benefit expenses paid by the Municipality for that Police Officer.

(b) To the extent allowed under a grant from which Grant Funds are provided for the Drug Task Force and to the extent that Grant Funds are available, the Sheriff shall reimburse a Municipality for reasonable travel and registration expenses paid by a Municipality for a Police Officer to attend a training event that relates to Task Force Operations. To be reimbursed under this section 7(b), a Municipality shall obtain approval for reimbursement from the Task Force Commander before the Municipality pays the travel and registration expenses; and, after payment of the expenses, the Municipality shall submit to the Task Force Commander a request for reimbursement, which must include proof of the Municipality's payment of the travel and registration expenses. In lieu of reimbursing a Municipality, the Sheriff may at the Sheriff's option pay a vendor directly for a Police Officer's travel and registration expenses under this section 7(b). If the amount of Grant Funds is insufficient to reimburse fully a Municipality's expenses, the Sheriff may reimburse partially the Municipality.

8. **Task Force Account; Purchases.** (a) The Sheriff shall establish and maintain an account with a financial institution to deposit, in accordance with the procedures and formulae set-forth in section 9, and hold such deposited monies seized by the Drug Task Force for use by the Drug Task Force in performing Task Force Operations (the "**Task Force Account**"). Each calendar year, the Sheriff shall review the account balance of the Task Force Account as of December 31 of the year immediately preceding the calendar year of the Sheriff's review; if the balance of the Task Force Account exceeds of $100,000, the Sheriff shall withdraw from the Task Force Account the amount that exceeds $100,000 and distribute an equal proportion of that amount to each party, including the Sheriff. For any Municipality that withdraws from this agreement under section 10(b), the Sheriff will not be required to include that Municipality in the distribution under this section 8(a) for the year in which the Municipality withdrew.

(b) From funds in the Task Force Account, the Sheriff may purchase equipment for use by Personnel in Task Force Operations (the "**Task Force Equipment**"). The Sheriff may transfer to a Municipality ownership of Task Force Equipment. For all Task Force Equipment that is not transferred to a Municipality, the Sheriff will own the Task Force Equipment.

9. **Asset Forfeiture Sharing.** (a) For each deposit by the United States Marshals Service of asset forfeiture proceeds into a bank account that is maintained by the Sheriff, the Sheriff shall disburse the funds from the deposit as follows: 20 percent to the Task Force Account and 80 percent to the parties that the participated in the asset forfeiture, in accordance with section 9(c).

(b) For each deposit of asset forfeiture proceeds from any entity other than the United States Marshals Service into a bank account that is maintained by the Sheriff, the Sheriff shall apply the funds from the deposit in the following order:

(1) Pay the costs of the seizure, storage, maintenance, security, and sale of the property and the costs of the forfeiture proceeding;

(2) In a criminal forfeiture case, satisfy any restitution ordered by the court to the victim of the offense; or in a civil forfeiture case, satisfy any recovery ordered by the court for the person harmed, if unpaid from other assets;

(3) Pay the balance due on any security interest preserved under Chapter 2981 of the Ohio Revised Code; and

(4) Apply the remaining amount as follows:

(A) If the forfeiture was ordered by a court other than a juvenile court, pay 25 percent to the law enforcement trust fund of the Franklin County Prosecuting Attorney and 75 percent to the law enforcement trust fund of the parties that participated in the asset forfeiture, in accordance with section 9(c); or

(B) If the forfeiture was ordered by a juvenile court, 10 percent to an alcohol and drug addiction treatment program that is certified by the Ohio Department of Mental Health and Addiction Services, 25 percent to the law enforcement trust fund of the Franklin County Prosecuting Attorney, and 65 percent to the law enforcement trust fund of the parties that participated in the asset forfeiture, in accordance with section 9(c).

(c) The Sheriff will determine which parties participated in each asset forfeiture case. For any proceeds to be disbursed to participating agencies, the Sheriff shall distribute the proceeds according to the percentage of Deputy Sheriffs or Police Officers that participated in the asset forfeiture case (the "**Allocation Factor**"). The Allocation Factor for each party is:

(1) the total number of a participating party's Deputy Sheriffs or Police Officers that were involved in the asset forfeiture case, divided by

(2) the total number of all Deputy Sheriffs and Police Officers that were involved in the asset forfeiture case.

For any Part-time Deputy Sheriff or a Part-time Police Officer that is involved in an asset forfeiture case, the Part-time Deputy Sheriff or Part-time Police Officer will equal one-half of a Deputy Sheriff or Police Officer, respectively, in the calculation of the Allocation Factor. If the Sheriff terminates this agreement or a Municipality withdraws from this agreement under section 10, but at least one Police Officer was involved in an asset forfeiture case before the Sheriff's termination or the Municipality's withdrawal, the Sheriff shall include the Municipality in the disbursement of asset forfeiture funds under this section 9.

10. Termination; Withdrawal. (a) The Sheriff may terminate this agreement for any reason by giving each Municipality at least 30 days' prior notice.

(b) Any Municipality may withdraw from the Drug Task Force and this agreement by giving the parties at least 30 days' prior notice. To be valid, a Municipality's withdrawal must be approved by the legislative authority of the Municipality.

11. Definitions. For the purposes of this agreement, the following definitions apply:

"**Board Meeting**" means a meeting of the Collaboration Board.

"**Board Member**" means a member of the Collaboration Board.

"**Chief of Police**" means the chief of police of a Municipality's police department.

"**Deputy Sheriff**" means a deputy sheriff that is employed by the Sheriff and performs Task Force Operations for the Drug Task Force.

"**Grant Funds**" include grant funding, for the project periods of February 1, 2014, through June 30, 2015; and July 1, 2015, through June 30, 2016; and any future project period, awarded to the Franklin County Board of Commissioners for which the Sheriff is the Implementing Agency.

"**Part-Time Deputy Sheriff**" means a Deputy Sheriff that works in the Drug Task Force less than 30 hours per week.

"**Part-Time Police Officer**" means a Police Officer that works in the Drug Task Force less than 30 hours per week.

"**Personnel**" means the Deputy Sheriffs and Police Officers that perform Task Force Operations for the Drug Task Force.

"**Police Officer**" means a police officer that is employed by a Municipality and performs Task Force Operations for the Drug Task Force.

"**Task Force Commander**" means the Deputy Sheriff that the Sheriff designates to command all Personnel in the performance of Task Force Operations.

"**Task Force Operations**" means the functions performed by Personnel for the Drug Task Force that relate to the enforcement of drug laws and other laws related to illegal drug activity.

12. Assignment. The parties shall not assign any of their rights or delegate any of their obligations under this agreement to any other entity.

13. Modification; Waiver. No amendment of this agreement will be effective unless it is in writing and signed by the parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.

14. Notices. (a) For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, or (3) by registered or certified mail, return receipt requested and postage prepaid.

(b) Subject to section 14(d), a valid notice or other communication under this agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:

(1) if it is delivered by hand, delivered by a national transportation company, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt; and

(2) if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

(c) For a notice or other communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section 14.

To the Sheriff:	Franklin County Sheriff 373 South High Street, Floor 2B Columbus, OH 43215 Attention: Director of Administrative Services
To Upper Arlington:	Upper Arlington Police Chief 3600 Tremont Road Upper Arlington, OH 43221
To Reynoldsburg:	Reynoldsburg Police Chief 7240 East Main Street Reynoldsburg, OH 43068
To Groveport:	Groveport Police Chief 5690 Clyde Moore Drive Groveport, OH 43125
To Worthington:	Worthington Police Chief 6555 Worthington Galena Road Worthington, OH 43085

(d) If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 8:00 a.m. on the next business day.

15. Severability. The parties intend as follows:

(1) that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;

(2) that if an unenforceable provision is modified or disregarded in accordance with this section 15, then the rest of the agreement will remain in effect as written; and

(3) that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

16. **Counterparts.** If the parties sign this agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.

17. **Governing Law.** The laws of the state of Ohio, without giving effect to its principles of conflicts of law, govern all adversarial proceedings arising out of this agreement. As the exclusive means to enforce any provision of this agreement, a party may file a lawsuit in a court of competent jurisdiction in Franklin County, Ohio.

18. **Entire Agreement.** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated underneath that party's signature.

FRANKLIN COUNTY SHERIFF

By: ______________________________

Zach Scott, Sheriff

Date: ______________________, 2015

APPROVED AS TO FORM:

Ron O'Brien, Franklin County Prosecuting Attorney

By: ______________________________

Name:

Assistant Prosecuting Attorney

Date: ______________________, 2015

CITY OF UPPER ARLINGTON

By: ______________________________

Name:

Title:

Date: ______________________, 2015

APPROVED AS TO FORM:

By: ______________________________

Jeanine Hummer

Upper Arlington City Attorney

Date: ______________________, 2015

CITY OF REYNOLDSBURG

By: ______________________________

Name:

Title:

Date: ______________________, 2015

APPROVED AS TO FORM:

By: ______________________________

James Hood

Reynoldsburg City Attorney

Date: ______________________, 2015

CITY OF GROVEPORT

By: ______________________________

Name:

Title:

Date: ______________________, 2015

APPROVED AS TO FORM:

By: ______________________________

Kevin Shannon

Groveport Director of Law

Date: ______________________, 2015

CITY OF WORTHINGTON

By: ______________________________

Name:

Title:

Date: ______________________, 2015

APPROVED AS TO FORM:

By: ______________________________

Pamela Fox

Worthington Director of Law

Date: ______________________, 2015

City Auditors Office
Richard Harris
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE:	**January 4, 2016**
TO:	**Finance Committee**
RE:	Authorize Contract with New World Systems.

Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Request Council authorize Mayor to enter into contract with New World Systems for software support and system upgrades for City's financial, utility, and HR software. Money to pay for this is in the 2016 Appropriation Ordinance

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World** Systems Corporation (**New World**) and Reynoldsburg, OH (**Customer**) sets forth the standard software maintenance support services provided by **New World**.

1. Service Period

This SSMA shall remain in effect for a period of five (5) years from (start date) 3/1/16 to (end date) 2/28/21.

2. Services Include

The following services or features are available under this SSMA:

(a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).
(b) Temporary fixes to Licensed Standard Software (see paragraph 6 below).
(c) Revisions to Licensed Documentation.
(d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
(e) Invitation to and participation in user group meetings.

Items a, b, and c above will be provided to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer**'s request, then the additional **New World** maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

4. Billing

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

6. **Requests for Software Correction on Licensed Standard Software**

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Customer** Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

(a) situations where the Licensed Standard Software has been changed by anyone other than New World personnel;
(b) situations where Customer's use or operations error causes incorrect information or reports to be generated; and;
(c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. **Maintenance Costs for Licensed Standard Software Packages Covered for .NET Server**

New World agrees to provide software maintenance at the costs listed below for the following **New World** Standard Software packages licensed by the **Customer**:

Application Package		**Number of Modules**
1. ***Logos®***	Financial Management Suite	8
2. ***Logos®***	Payroll & Human Resources Suite	5
3. ***Logos®***	Utility Management Suite	4
4. ***Logos®***	Decision Support Software	4
5. ***Logos®***	eSuite	3
6. ***Logos®***	Site License	1

ANNUAL
MAINTENANCE COST: See Below

Period Covered	**Annual Amount**	**Billing Date**
3/1/2016 to 2/28/2017	$49,115	2/15/2016
3/1/2017 to 2/28/2018	$50,588	2/15/2017
3/1/2018 to 2/28/2019	$52,106	2/15/2018
3/1/2019 to 2/29/2020	$54,190	2/15/2019
3/1/2020 to 2/28/2021	$56,357	2/15/2020

Note: Unless extended by **New World**, the above costs are available for 90 days after submission of the costs to **Customer**. After 90 days, **New World** may change the costs.

ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.

8. **Terms and Conditions**

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY:	ACCEPTED BY:
Customer: Reynoldsburg, OH	**New World Systems Corporation**
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

Reynoldsburg, OH

Licensed Application Software
At October, 2015

1. **Logos® Financial Management Suite**
   - Financial Management Base Suite .NET
     - General Ledger
     - Budget Management
     - Annual Budget Preparation
     - Accounts Payable
     - Revenue/Cash Receipting
   - Purchasing Base .NET
   - Asset Management .NET
   - Bank Reconciliation .NET
2. **Logos® Payroll & Human Resources Suite**
   - Human Resources Mgt. Base Suite .NET
     - Base
     - Payroll Processing
     - Personnel Management
     - Position Control
   - Position Budgeting .NET
3. **Logos® Utility Management Suite**
   - Water / Sewer / Refuse Base .NET
   - Meter and Device Inventory .NET
   - Service Order Processing .NET
   - Automatic Meter Read Interface .NET
4. **Logos® Decision Support Software**
   - Finance Analytics .NET
   - HR/Payroll Analytics .NET
   - Utility Management Analytics .NET
   - Decision Support Base Datamart
5. **Logos® eSuite**
   - eSuite Base
   - eUtilities
   - ePayments
6. **Logos® Site License**
   - Site License