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CITY CLERK'S OFFICE

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Marty V. Donini, Sheriff
Scioto County Sheriff's Department
1025 Sixteenth Street
Portsmouth, Ohio 45662

Emergency 911
Law Enforcement (740) 354-7566
Corrections/Jail (740) 355-8277
Civil Division (740) 355-8269

March 8, 2007

Portsmouth City Council
C/O City Clerk – Jo Ann Aeh
Portsmouth City Building
728 Second Street
Portsmouth, Ohio 45662

**REFERENCE: 2007 RENEWAL CONTRACT
(CITY OF PORTSMOUTH-PMC)**

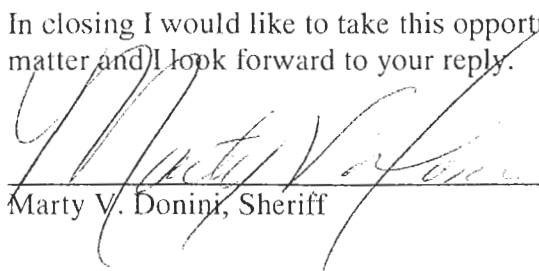
Dear Jo Ann:

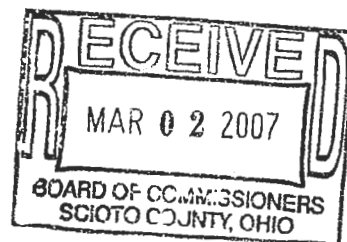
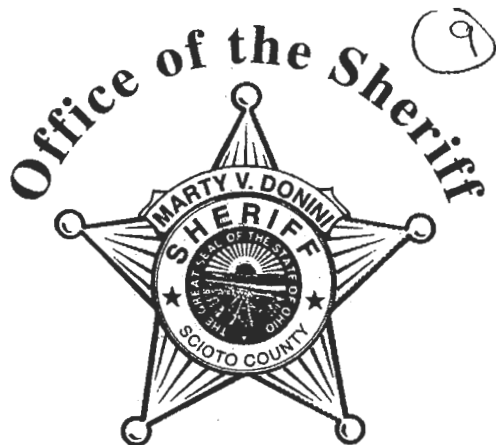
Enclosed you will find three copies of the renewal contract concerning services to be provided by this office to Portsmouth Municipal Court during the 2007 year. These copies already been presented to and approved by both the Board of Scioto County Commissioners and the Scioto County Prosecutors Office.

I am respectfully requesting that you present this contract to Portsmouth City Council for purposes of authorizing the Mayor to renew this contract. Once the contracts have been signed I would then request that two "fully executed" copies be returned to me so I can forward one to the Board of County Commissioners while the second copy will be retained for my records. The third copy is for your records.

As noted in a letter that I sent to Leroy Kegley dated February 2, 2007, this contract is identical to the 2006 contract and this office will be assuming any financial increases concerning the renewal of these services.

In closing I would like to take this opportunity to thank you for your cooperation in this matter and I look forward to your reply.


Marty V. Donini, Sheriff



Marty V. Donini, Sheriff

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March 2, 2007

TO: Board of Scioto County Commissioners

REFERENCE: **2007 CITY OF PORTSMOUTH/PMC CONTRACT
(RENEWAL – 2 DEPUTIES)**

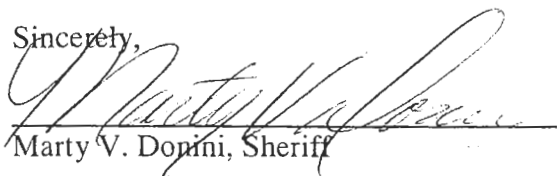
Attached you will find three copies of a renewal contract between the Scioto County Sheriff's Office and The City of Portsmouth concerning services to be provided to Portsmouth Municipal Court in 2007.

I am respectfully requesting that the Board of Scioto County Commissioners review and approve this contract by signing all three copies. Providing the Board approves this contract, I would request that all three (3) signed copies be returned to me so I can present them to the Portsmouth City Council to obtain their signatures. Once the Portsmouth City Council has signed the contracts I will then forward one original back to the Board of County Commissioners.

Please note that the Scioto County Prosecutors' Office has already approved this contract "as to form" and that this contract is identical to the previous 2006 contract and there is no financial match for the Board of County Commissioners concerning this contract. Any increase in financial costs pertaining to wage increases is being absorbed through the Scioto County Sheriff's Office Rotary account.

In the event you may have questions concerning this matter, please don't hesitate to call me. In closing I would like to thank you for your cooperation in this matter and I look forward to your response.

Sincerely,



Marty V. Donini, Sheriff

CONTRACT

THIS AGREEMENT, made and entered into at Portsmouth, Ohio, this _____ day of March 2007, by and between THE CITY OF PORTSMOUTH, OHIO, hereinafter referred to as "City" and the SCIOTO COUNTY SHERIFF, hereinafter referred to as "Sheriff", WITNESSETH:

WHEREAS, the City of Portsmouth, Ohio, desires to obtain additional protection in the Portsmouth Municipal Court for the protection of witnesses, victims, spectators, inmates, and court personnel; and

WHEREAS, the Sheriff is authorized to preserve the peace in Scioto County, and

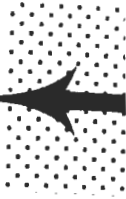
WHEREAS, Portsmouth City Council, through Ordinance No. _____, passed _____, 2007, authorized the Mayor of the City of Portsmouth to enter into a contract with the Scioto County Sheriff to provide security for the Portsmouth Municipal Court. Now therefore,

IT IS AGREED by and between the parties:

1. The City does hereby contract with the Sheriff to provide two (2) uniformed deputy sheriffs for the Portsmouth Municipal Court. Each deputy will work five (5) days a week for a period of five (5) hours per day, as needed. The deputies will be responsible for the transportation of inmates in addition to providing security for all persons coming into contact with the Portsmouth Municipal Court.
2. The term of this contract will be for a period of one (1) year commencing January 1, 2007 and ending on December 31, 2007; subject, however, to prior termination by either party for any reason after giving the other party at least thirty (30) days notice of such intent.
3. The City of Portsmouth hereby agrees to compensate the Scioto County Sheriff the sum of Thirty Dollars and Two Cents (\$30.02) per hour per person for a total not to exceed Seventy-Eight Thousand, Fifty-Two Dollars (\$78,052.00) for this protection. This compensation shall include all liability insurance, withholding taxes, workers' compensation insurance payments, public employee retirement system benefit payments, health insurance and uniform expense for the deputies assigned to Portsmouth Municipal Court. The Sheriff of Scioto County shall also be responsible for providing the deputies with vehicles if necessary.
4. The City of Portsmouth agrees to pay \$ 6,504.33 on the 1st of each month

upon receipt of invoice. The first payment will be due on the 1st of March for services rendered in January of 2007 and the 1st of each month thereafter. Payments for services rendered in November and December of 2007 will be due payable on or before December 31, 2007.

The Scioto County Board of Commissioners agree to immediately deposit all payments received from the City of Portsmouth for services rendered into the Sheriff's Rotary Account (244) upon receipt.



Signed in the presence of:

The City of Portsmouth, Ohio:

Witness as to Mayor

by: James. D. Kalb, Mayor

Witness as to Mayor

Scioto County Sheriff

Witness as to Sheriff and Commissioners

Marty V. Donini

by: Marty V. Donini, Sheriff

Jane Klitta

Witness as to Sheriff and Commissioners

Approved:

Vern Riffe III

Vernal G. Riffe, III, Commissioner

Thomas Reiser

Thomas Reiser, Commissioner

Mike Crabtree, Commissioner

Approved as to form:

City Solicitor

Charles H. ...

Scioto County Prosecutor

APPROVED

BOARD OF COUNTY COMMISSIONERS
SCIOYO COUNTY, OHIO

Commissioners Journal

Journal 80 Page 81

Date 3-06-07

Work Sheet Portsmouth Municipal Court 2007

\$17.20	(Pay step 5 (73-144 months) per Current Labor Contract year 2007)
2080	(Hours worked per year)
\$35,776.00	(Total Base Salary before benefits for year 2007)
\$35,776.00	
\$3,096.00	(Vacation Pay = Pay step 5 wage times 1.5 times 120 hrs.)
\$1,928.55	(Sick Leave=1300 times .0575 times \$16.58 times 1.5)
\$0.00	(Holiday Pay)
\$0.00	(Overtime Pay)
\$0.00	(Hazardous Duty Pay)
\$40,800.55	Sub Total
\$8,441.63	(PERS, Medicare & Workers Compensation Ins. = 20.69% of subtotal)
\$49,242.18	Sub Total
\$0.00	(Auto Lease)
\$0.00	(Fuel & Maintenance)
\$650.00	(Uniform Allowance/per year)
\$49,892.18	Sub Total
\$14,408.40	Medical, Dental, Vision & Life Ins. = \$1200.70 times 12 months)
\$64,300.58	Total Salary Cost
\$64,300.58	Total Salary Cost
2080	Hours worked per year
\$30.91	Cost Per Hour (includes all benefits per current FOP Labor Contract)
1300	(Hours Working {5hrs. times 5 days times 52 weeks})
\$40,183.00	(Total Cost per position)
2	(Number of Deputies)
\$80,366.00	(Total Cost For Two Deputies Working 5 hours each day for one year)