

RESOLUTION NO.: 2018-R63 (Amended September 11, 2018)
SPONSOR: MAYOR NEUGEBAUER
INTRODUCED: AUGUST 14, 2018 **ASSIGNED TO:** PUB. SAFETY

A RESOLUTION AUTHORIZING THE CITY OF GREEN TO AMEND THE POLICING AGREEMENT WITH THE SUMMIT COUNTY SHERIFF'S OFFICE TO INCLUDE AN ADDITIONAL EXPENSE FOR PROVIDING BODY CAMERA'S AND TO ALLOW THE MAYOR, WITH APPROVAL AND DIRECTION OF THE SUMMIT COUNTY SHERIFF, TO ASSIGN DEPUTIES TO EDUCATIONAL AND COMMUNITY FACILITIES WITHIN THE CITY OF GREEN, AND DECLARING AN EMERGENCY.

WHEREAS, the existing contract between the City of Green and the Summit County Sheriff's Office for policing services. ~~expires on December 31, 2017;~~ and

WHEREAS, the City of Green and the Summit County Sheriff have engaged in discussions regarding an amended agreement to include the purchase of body camera's and the clarification of Deputy Assignments within the City of Green, commencing January 1, 2018 and expiring on December 31, 2020; and

WHEREAS, it is in the best interests of the public's health, safety and welfare to continue the relationship between the City of Green and the Summit County Sheriff for policing services.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT, AND STATE OF OHIO THAT:

SECTION ONE:

City Council authorizes and approves the amended agreement between the City of Green and the Summit County Sheriff for the term commencing January 1, 2018 and expiring on December 31, 2020. A copy of the amended Policing Contract is attached hereto and incorporated herein to this legislation as Exhibit "A", which incorporates the additional cost associated with the purchase of body camera's and the clarification of Deputy Assignments within the City of Green.

SECTION TWO:

The City of Green finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

SECTION THREE:

Council declares this to be an emergency immediately necessary for the preservation of the public peace, health, safety and welfare of the citizens of Green and for the further reason that it may be effective as of January 1, 2018. Provided that this legislation receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

Resolution 2017-R63 (Amended September 11, 2018)

ADOPTED: Sept 11, 2018

Nichole Baldinger
Nichole Baldinger, Clerk of Council, Interim

Chris Humphrey
Chris Humphrey, Council President

APPROVED: Sept. 11, 2018

Gerard M. Neugebauer
Gerard M. Neugebauer, Mayor

ENACTED EFFECTIVE: Sept 11, 2018

ON ROLL CALL: Babbitt Aye Dyer Aye Humphrey Aye Shaughnessy Aye
Speight Absent Yeargin Aye Young Aye Adopted 6-0

Suburbanite publication on Sept 14 and Sept 21, 2018

Nichole Baldinger
Nichole Baldinger, Clerk of Council, Interim

09/06/2018 ~~08/09/17~~ Approved as to form and content by William G. Chris, Director of Law, Interim

William G. Chris

FIRST AMENDMENT
TO THE POLICING AGREEMENT
BETWEEN
THE COUNTY OF SUMMIT
AND THE
CITY OF GREEN

This Amendment to the Policing Agreement ("Amendment") is made this ____ date of _____, 2018 between the County of Summit ("County") on behalf of the Sheriff and the City of Green ("Political Subdivision").

Whereas the parties to this Amendment entered into a Policing Agreement on January 29, 2018 for policing services to be provided by the Sheriff to the Political Subdivision for a three year period with two optional renewal terms; and

Whereas the parties wish to amend the Agreement to provide for the use of body cameras by the deputies assigned to the Political Subdivision.

Now Therefore, the parties agree to amend the contract as follows:

1. Section 1 regarding Services shall be amended as follows:

"(c) The Deputies time shall be entirely devoted to patrolling within the geographic boundaries of the Political Subdivision, and assignments as requested by the Mayor, and approved and directed by the Sheriff, including but not limited to educational and community facilities within the City of Green. The Deputies will not perform any job duties which are outside the scope of their employment as Deputies.

(f) The Deputies shall wear body cameras at all times they are on duty in the Political Subdivision in accordance with policies and procedures adopted by the Sheriff and approved by the Political Subdivision for the use of the cameras and the storage and retrieval of camera data. If, upon implementation of the body camera program, the Sheriff determines that additional staff is necessary for records management and/or maintenance purposes, the Political Subdivision agrees that scope of services shall be amended to include the cost of increased staffing. Prior to completing the amendment the parties will review and agree to the cost and staffing."

2. Section 2 regarding Equipment shall be modified to read as follows:

"The Sheriff will provide the Deputies/Sergeants with 6/4 vehicle(s), equipment, body cameras and supplies (see Schedule B), including any and all software, maintenance and storage devices as necessary to perform the Services provided hereunder. If the Political Subdivision does not renew this agreement and the County is required to pay any early termination fees as a result of the early termination of the body camera agreement with Axon Enterprises, the Political Subdivision agrees to reimburse the County for those fees."

3. Section 4 regarding Payment shall be amended as follows:

"(a) During the Term of this Agreement the costs for salaries, vehicles and equipment are estimated as follows:

See Amended Schedule A attached hereto and incorporated herein by reference.

Total Amount of Contract ("Amount"): \$8,629,245.17"

(c) The payment will cover and pay the expenses of the Deputies salaries (which is the regular salary without over-time pay), equipment costs, hospitalization, employer's share of the pension contribution and Workers Compensation for the Deputies assigned to patrol the Political Subdivision under this Agreement. The Payment also covers the costs of training, firearms qualification, body cameras, docking devices for the cameras, storage of camera data and maintenance, equipment and supplies including the use of vehicles as set forth in section 2. ..."

(d) "The Payment does not include:.. or the cost of responding to any claim related to body camera video(collectively "Additional Costs")."The remainder of section is unchanged.

4. Schedule A shall be changed to the amended Schedule A attached hereto and incorporated herein.
5. Schedule B, containing the details of the body camera program, shall be added.

The remainder of the agreement shall remain unchanged.

End of text, signatures appear on the next page.

In Witness Whereof the parties have executed this Amendment to the Agreement as of the date set forth above.

CITY OF GREEN

Approved as to form and correctness:

Gerard M. Neugebauer, Mayor

William Chris, Interim Law Director

Sheriff of Summit County, Ohio

Steve Barry, Sheriff

County of Summit

Ilene Shapiro, Executive

Approved as to form and correctness

Deborah S. Matz
Director, Department of Law and Risk Management

Schedule A - /City of Green

Assumptions: 32,950.4 hours Full Time Deputies (including 1 School Resource/Safety Officer)

1,040.0 hours Direct Indictment PT Deputy

4,202.82 hours Sergeant

.40 Sergeant vehicle

19.76 Radios

10 Body cameras (See Schedule B)

Dispatch

Year			Annual amount
2018	<u>Salaries/coverage hours 18.76 deputies</u>		
	\$63.82 per hr.	31,283.40 hours	\$1,996,506.59
	<u>School Resource/Safety Officer - 1 deputy</u>		
	\$63.82 per hr.	1667 hours	\$106,387.94
	<u>Direct Indictment Officer</u>		
		1040 hours	\$25,086.16
	<u>Sergeant</u>		
	\$70.48 per hr.	4202.82 hours	\$296,214.75
	<u>Vehicle</u>		
	\$22,960.00 per veh.	6 vehicles	\$137,760.00
	<u>Sergeant Vehicle</u>		
	\$22,960.00 per veh.	0.4 vehicles	\$9,184.00
	<u>Radios</u>		
	\$240.00 per radio	19.76 radios	\$4,742.40
	Dispatch		\$200,684.18
	Body Cameras		\$15,608.00
	2018 total		\$2,792,174.02
	monthly through the end of September		\$231,380.50
	monthly from October through end of December		\$236,583.17
	(\$5,202.67 per month for body cameras)		

*per original
agreement

2019	<u>Salaries/coverage hours 18.76 deputies</u>	amount
	\$65.81 per hr. 31,283.40 hours	\$2,058,760.55
	<u>School Resource/Safety Officer - 1 deputy</u>	
	\$65.81 per hr. 1667 hours	\$109,705.27
	<u>Direct Indictment Officer</u>	
	1040 hours	\$25,838.74
	<u>Sergeant</u>	
	\$72.81 per hr. 4202.82 hours	\$306,007.32
	<u>Vehicle</u>	
	\$23,534.00 per veh. 6 vehicles	\$141,204.00
	<u>Sergeant Vehicle</u>	
	\$23,534.00 per veh. 0.4 vehicles	\$9,413.60
	<u>Radios</u>	
	\$240.00 per radio 19.76 radios	\$4,742.40
	Dispatch	\$206,650.37
	Body Cameras	\$12,024.00
	2019 total	\$2,874,346.26
	monthly amount	\$239,528.85
	(\$1,002.00 per month for body cameras)	

2020	<u>Salaries/coverage hours 19.76 deputies</u>	amount
	\$67.86 per hr. 31,283.40 hours	\$2,122,891.52
	<u>School Resource/Safety Officer - 1 deputy</u>	
	\$67.86 per hr. 1667 hours	\$113,122.62
	<u>Direct Indictment Officer</u>	
	1040 hours	\$26,613.91
	<u>Sergeant</u>	
	\$75.22 per hr. 4202.82 hours	\$316,136.12
	<u>Vehicle</u>	
	\$24,122.00 per veh. 6 vehicles	\$144,732.00
	<u>Sergeant Vehicle</u>	
	\$24,122.00 per veh. 0.4 vehicles	\$9,648.80
	<u>Radios</u>	
	\$240.00 per radio 19.76 radios	\$4,742.40
	Dispatch	\$212,813.52
	Body Cameras - amount divided over 4th quarter	\$12,024.00
	2020 total	\$2,962,724.89
	monthly amount	\$246,893.74
	(\$1,002.00 per month for body cameras)	
Total Contract Amount		\$8,629,245.17