

POLICING CONTRACT

2017-R65
EXHIBIT "A"

THIS POLICING CONTRACT (hereafter "Contract") is made and entered into as of the date signed by the County Executive by and amongst **City of Green** (hereinafter "Political Subdivision") with its office located at 1755 Town Park Blvd., P.O. Box 278, Green, Ohio 44232-0278, the County of Summit, Ohio, by the County Executive (hereafter "County"), as duly authorized by County Council Resolution No. _____, enacted on _____, 201_ with its offices located at 175 South Main Street, Akron, Ohio 44308 and the Sheriff of Summit County, Ohio (hereafter "Sheriff") with its office located at 53 University Avenue, Akron, Ohio 44308.

WITNESSETH:

WHEREAS, the Political Subdivision desires to obtain policing services, as further described herein, by and through the Sheriff and County; and

WHEREAS, the Sheriff and County shall provide such policing services to the Political Subdivision in accordance with the terms as set forth in this Contract.

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

1. Services. The Sheriff shall provide the Political Subdivision with Deputy Sheriffs (hereafter "Deputies") to provide policing services (hereafter "Services") as follows:

- (a) The Total number of Deputy/Sergeant hours provided to the Political Subdivision during each year of the term of this Contract will be **37,153.22 Deputy/Sergeant hours** and **1040 Direct Indictment Officer hours**. All of the above shall be collectively referred to as the "Deputies".
- (b) Deputies will be scheduled by the Sheriff to provide the Political Subdivision with Services on a 24 hour per day, seven days per week schedule as may be adjusted if necessary by the Sheriff or his designee.
- (c) The Deputies time shall be entirely devoted to patrolling within the geographic boundaries of the Political Subdivision. The Deputies will not perform any job duties which are outside the scope of their employment as Deputies.
- (d) The Deputies shall be in addition to the personnel regularly employed by the Sheriff to preserve the public peace throughout the County.
- (e) The Deputies will be granted the right to exercise all of the same police powers and all other law enforcement rights granted to the Political Subdivision.

2. Equipment. The Sheriff will provide the Deputies/Sergeants with **6.4 vehicle(s)**, equipment and supplies, including any and all maintenance as necessary, to perform the Services provided hereunder.

3. Term.

(a) The term of this Contract is for **Three (3) years** commencing on **January 1, 2018** and will terminate at midnight on **December 31, 2020** ("Termination Date") unless earlier terminated as set forth in Paragraph 9 herein. This Contract can be renewed for two additional terms of three years each on the same terms and conditions, except as to the Amount that Political Subdivision must pay for the renewal terms as set forth in section 4 below. The form of the renewal is set forth in Exhibit 1.

(b) The Contract cannot be terminated by either party without cause during the first year of the Term. If either party wants to terminate the contract without cause for the subsequent years in the Term, then written notice must be sent by U.S. Certified Mail, Return Receipt Requested to the other party no later than 90 days prior to the expiration of the term.

(c) If a new Contract has not been executed as of the **Termination Date** then upon the written consent of all parties the Contract may continue after the Termination Date under the same terms and conditions, except the term shall be on a month-to-month basis until either party terminates the Contract upon thirty (30) days written

notice or the parties execute a new Contract. The release provided hereunder shall survive the termination of this Contract.

4. Payment.

- (a) During the Term of this Agreement, the costs for salaries and vehicle costs are estimated as follows:
See Schedule A attached hereto and incorporated herein by reference.

Total Amount of Contract ("Amount"): *8,589,589.16

*As may be adjusted as provided herein.

(b) The Amount includes the aggregate annual salaries of all the Deputies providing Services and the vehicle and equipment costs as well as the services one supervisor 24 hours a day 7 days a week. The Amount is then divided into equal monthly installments and must be paid without any right of setoff. The monthly amount (hereafter "Payment") is set forth in Schedule A. If at any time during the term of this Contract the deputies receive a pay increases as a result of changes to the terms of the collective bargaining agreement (including but not limited to salary increases, insurance increases and other adjustments) then the amount set forth above may also be adjusted upon 30 days notice to the Political Subdivision. In addition to the Payment, a surcharge may be charged, upon 30 days notice from the County, in the event fuel, insurance or other operating costs increases at any time during any term of this Contract ("Surcharge"). If the operating costs (such as the cost of fuel) decreases and remains at the lower cost for at least 30 days, then the Surcharge will be adjusted to reflect the decrease in such operating costs. The Surcharges shall be charged to the Political Subdivision on December 31st of each year (when such actual amounts are known) and shall be payable within sixty (60) days after receiving the invoice.

(c) The Payment will cover and pay the expenses of the Deputies salaries (which is the regular salary and no 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 Contract. The Payment also covers the costs for training, firearms qualification, equipment and supplies which will include the use of the vehicle(s) as set forth in paragraph 2 for use under this Contract. Additionally, the Payment covers administrative and clerical costs, investigative services of the Detective Bureau (including, but not limited to computer forensics unit, and sex offender unit), the Summit County Drug Unit, the D.A.R.E. program, Crime Scene Unit, the Bomb Squad, SWAT Team, Hostage Negotiation Team, Traffic Crash Unit, Mounted Patrol Unit, Summit County Jail Rapid Response Team, Canine Unit, supply costs (forms, citation, etc.), police professional liability insurance, and the services of Special Deputies, the Speaker's Bureau, and Senior Watch Program.

(d) The Payment does not include: over-time pay (no additional hours beyond regular working hours), additional costs for court appearances or the assignment of any additional Deputies (collectively "Additional Costs"). Any Additional Costs shall be paid by the Political Subdivision to the County within 30 days of incurring such costs.

(f) Payment shall be sent to: Policing Rotary Fund
c/o Summit County Sheriff's Office
53 University Avenue
Akron, Ohio 44308

5. Additional Deputies. Upon mutual written consent of all the parties, the number of Deputies provided under this Contract may be increased. The Political Subdivision shall provide the County and Sheriff with at least sixty (60) days prior notice of such request. The Political Subdivision acknowledges and agrees that payments due hereunder will increase if additional Deputies are provided.
6. Emergency Assignments. Nothing in this Contract shall preclude the Sheriff from temporarily increasing or decreasing the Deputies assigned to the policing of the Political Subdivision if an emergency presents the need for such temporary assignment. Personnel related matters such as vacation or illness shall not constitute an emergency for the purposes of this Contract and shall not affect the Sheriff's obligation to provide the level of Services to the Political Subdivision as provided pursuant to this Contract unless public safety is at risk.
7. Duties and Qualifications. The Deputies assigned to the Political Subdivision pursuant to this Agreement shall have the same powers and duties, the same qualifications, shall be appointed, paid and receive the same benefits and provisions and shall be governed by the same laws as all other County Deputy Sheriffs.
8. Release. The County will not be liable and is released from any claims, causes of action (including but not limited to negligence), or expenses of any kind or nature which are asserted against the Political Subdivision. The Political Subdivision acknowledges and understands that the County's insurance carrier only provides insurance coverage for the County and Deputies acting within the scope of their employment. The Political Subdivision is not provided insurance coverage under the County's insurance policy and the Political Subdivision must provide for its own insurance policy or self-insurance coverage. The Political Subdivision does not waive and shall retain all rights to legal representation by the County's Prosecutor's Office in accordance with all laws including but not limited to Ohio Revised Code § 309.09.
9. Default. If the Political Subdivision fails to make any payments due hereunder or fails to abide by the terms of this Contract, then the Political Subdivision shall be in default. The County or Sheriff shall provide notice of such default and if the Political Subdivision fails to cure such default within thirty (30) days, then the County may immediately terminate this Contract and all amounts owed as of the date of termination shall remain an obligation of the Political Subdivision.
10. Entire Agreement. This Contract constitutes the entire agreement amongst 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.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties have executed this Contract as of the date written above.

CITY OF GREEN

Approved as to correctness and Form:

By: _____
Name: Gerard M. Neugebauer
Title: Mayor

By: _____
Printed Name _____
City of Green's Law Director

SHERIFF OF SUMMIT COUNTY, OHIO

By: _____
Steve Barry, Sheriff

COUNTY OF SUMMIT, OHIO

By: _____
Ilene Shapiro, Executive Date

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Deborah S. Matz, Director
Department of Law, Insurance and Risk Management

Schedule A

City of Green

Three Years
32,950.40 Hours Full Time Deputies
1040 hours Direct Indictment PT Deputy
4,202.82 Pro-rate Sergeant
6.00 Deputy Vehicles
.40 Sergeant Vehicle
19.76 Radios
Dispatch

<u>Year</u>	<u>Salaries /Coverage hours = 19.76 Deputies</u>	<u>Annual</u>	
2018	\$63.82 x 32,950.40 hours =	\$2,102,894.53	
	<u>Direct Indictment Officer</u>		
	1040 hours =	\$ 25,086.16	
	<u>Sergeant</u>		
	\$70.48 x 4,202.82 hours =	\$ 296,214.75	
	<u>Vehicle</u>	<u>Total Vehicles</u>	
	\$22,960.00 x 6.00000 =	\$ 137,760.00	
	<u>Vehicle Ser prorated</u>	<u>Total Vehicles</u>	
	\$22,960.00 x .400000 =	\$ 9,184.00	
	<u>Radios</u>	<u>Total Radios</u>	
	240.00 per Radio x 19.76 =	\$ 4,742.40	
	<u>Dispatch</u>	\$ 200,684.18	
	TOTAL	\$2,776,566.02/ 12 =	231,380.50 per month
<u>Year</u>	<u>Salaries /Coverage hours = 19.76 Deputies</u>	<u>Annual</u>	
2019	\$65.81x 32,950.40 hours =	\$2,168,465.82	
	<u>Direct Indictment Officer</u>		
	1040 hours =	\$ 25,838.74	
	<u>Sergeant</u>		
	\$72.81 x 4,202.82 hours =	\$ 306,007.32	
	<u>Vehicle</u>	<u>Total Vehicles</u>	
	\$23,534.00 x 6.00000 =	\$ 141,204.00	
	<u>Vehicle Ser prorated</u>	<u>Total Vehicles</u>	
	\$23,534.00 x .4000000 =	\$ 9,413.60	
	<u>Radios</u>	<u>Total Radios</u>	
	240.00 per Radio x 19.76 =	\$ 4,742.40	
	<u>Dispatch</u>	\$ 206,650.37	
	TOTAL	\$2,862,322.25/ 12 =	\$238,526.85 per month

<u>Year</u>	<u>Salaries /Coverage hours = 19.76 Deputies</u>			<u>Annual</u>
2020	\$67.86 x	32,950.40 hours	=	\$2,236,014.14
	<u>Direct Indictment Officer</u>			
	1040 hours		=	\$ 26,613.91
	<u>Sergeant</u>			
	\$75.22	x 4,202.82 hours	=	\$ 316,136.12
	<u>Vehicle</u>	<u>Total Vehicles</u>		
	\$24,122.00	x 6.00000	=	\$ 144,732.00
	<u>Vehicle Ser prorated</u>	<u>Total Vehicles</u>		
	\$24,122.00	x .400000	=	\$ 9,648.80
	<u>Radios</u>	<u>Total Radios</u>		
	240.00 per Radio x	19.76	=	\$ 4,742.40
	<u>Dispatch</u>			<u>\$ 212,813.52</u>
		TOTAL		\$2,950,700.89/ 12 = \$245,891.74
				per month
Total Amount of Contract				<u>\$8,589,589.16</u>

*As may be adjusted as provided herein.

Exhibit 1

POLICING CONTRACT
RENEWAL

THIS POLICING CONTRACT RENEWAL (hereafter "Contract") is made and entered into as of the date signed by the County Executive by and amongst _____ (hereinafter "Political Subdivision") with its office located at _____, the County of Summit, Ohio, by the County Executive (hereafter "County"), as duly authorized by County Council Resolution No. _____, enacted on _____, 201_ with its offices located at 175 South Main Street, Akron, Ohio 44308 and the Sheriff of Summit County, Ohio (hereafter "Sheriff") with its office located at 53 University Avenue, Akron, Ohio 44308.

WHEREAS, the parties entered into a Policing Contract on _____, which contract provided for two – three year renewals; and

WHEREAS, the Political Subdivision desires to exercise the _____ of the Policing Contract entered into on _____ with the Sheriff and County; and

WHEREAS, the Sheriff and County agree to continue to provide policing services to the Political Subdivision in accordance with the terms of the original Contract as renewed hereby.

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

1. Renewal Term: The Contract is renewed for term of three years commencing on _____ and will terminate at midnight on _____ ("Termination Date").

2. Payment.

(a) During the Renewal Term of this Agreement, the costs for salaries and vehicle costs are estimated as follows:

See Schedule A attached hereto and incorporated herein by reference.

Total Amount of Contract Renewal ("Amount"): ***\$\$\$\$\$\$\$\$\$\$\$\$\$\$**

*As may be adjusted as provided herein.

3. All other terms and conditions of the Contract entered into between the parties on _____ (original Contract date) shall continue in full force and effect.

Signatures appear on the following page.

IN WITNESS WHEREOF, the parties have executed this Policing Contract Renewal as of the date written above.

POLITICAL SUBDIVISION

By: _____
Name:
Title:

SHERIFF OF SUMMIT COUNTY, OHIO

By: _____
Steve Barry, Sheriff

COUNTY OF SUMMIT, OHIO

By: _____
Ilene Shapiro, Executive Date

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Deborah S. Matz, Director
Department of Law, Insurance and Risk Management

SUPPLEMENTAL AGREEMENT TO POLICING CONTRACT

This Supplemental Agreement ("Agreement") is made this ____ day of _____, 20____, by and between the CITY OF GREEN ("Green"), the COUNTY OF SUMMIT ("County") and the SHERIFF OF SUMMIT COUNTY ("Sheriff").

1. Agreement. Green, County, and Sheriff entered into a Policing Contract for the term commencing January 1, 2018 and ending December 31, 2020.

As part of the negotiations for the new Policing Contract, the parties investigated various ways to reduce the cost of providing policing services to Green. The parties have agreed to an annual reduction/credit to the Policing Contract based upon the services, facilities and equipment provided by Green to County and Sheriff.

2. Policing Contract Credits. Green, County, and Sheriff agree to the following annual credits increasing 3% annually and applied to the Policing Contract credits:

a. Garage space with utilities \$ 5.00 annual rent	\$ 20,000.00
b. Tower electric \$9,500/yr x 70 %	\$ 6,650.00
c. Tactical medics/equipment	\$ 5,150.00
d. Juvenile Diversion Office	\$ 5,150.00
TOTAL	\$ 36,950.00

Green will receive the credit by reducing the January payment due for the Policing Contract each year under the Policing Contract for the period of January 1, 2018 through December 31, 2020 by \$36,950.00 for the first year plus a 3% increase each year thereafter.

3. Authority. The parties executing this agreement on behalf of Green, County, and Sheriff have the authority and received all the necessary approvals to execute and bind Green, County, and Sheriff to the terms of this Agreement.
4. Entire Agreement. This Agreement constitutes the entire Agreement between and among the parties. This Agreement can only be amended or modified by a written document executed by all parties.

CITY OF GREEN

By: _____
Gerard Neugebauer, Its Mayor

APPROVED AS TO FORM

Diane Calta, Law Director

COUNTY OF SUMMIT

By: _____
Ilene Shapiro, Executive

APPROVED AS TO FORM

Deborah Matz, Director, Department of Law

SHERIFF OF SUMMIT COUNTY

By: _____
Steve Barry, Sheriff