

RESOLUTION NO.: 2011-R57
SPONSOR: MAYOR NORTON
INTRODUCED: NOVEMBER 8, 2011

ASSIGNED TO: PUB. SAFETY

A RESOLUTION AUTHORIZING THE CITY OF GREEN TO ENTER INTO A THREE YEAR CONTRACT WITH THE SUMMIT COUNTY SHERIFF TO PROVIDE POLICING SERVICES 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, 2011; and

WHEREAS, the City of Green and the Summit County Sheriff have negotiated a new Agreement for a three-year term, commencing January 1, 2012 and expiring on December 31, 2014; 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 new three-year contract between the City of Green and the Summit County Sheriff for the term commencing January 1, 2012 and expiring on December 31, 2014. A copy of the new Policing Contract is attached to this legislation as Exhibit "A".

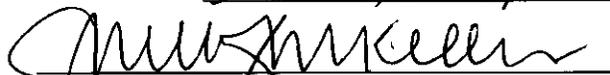
SECTION TWO:

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.

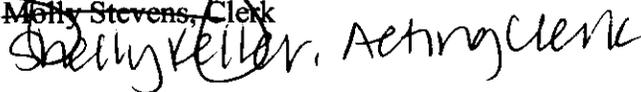
SECTION THREE:

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. 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.

ADOPTED: December 13, 2011



Molly Stevens, Clerk


Shelby Keller, Acting Clerk



Joel Reed, Council President

APPROVED: December 13, 2011

[Signature]
Richard G. Norton, Mayor

COPIED _____
SVCE ZONE PARK ROAD ENG
LAW FIN MAY PLAN FIRE

ENACTED EFFECTIVE: Dec. 13, 2011

ON ROLL CALL: Colopy -~~yea~~ DeVitis France -~~yea~~ Manwaring -~~yea~~
Reed -~~yea~~ Summerville -~~yea~~ Smole -~~yea~~ adopted 6-0

Suburbanite publication on December 18 and December 25, 2011

[Signature]
Molly Stevens, Clerk
[Signature] Acting Clerk

11/8/2011 Approved as to form and content by Stephen J. Pruneski, Law Director [Signature]

17 Officers 01/01/12 - 12/31/14

POLICING CONTRACT

THIS POLICING CONTRACT (hereafter "Contract") is made and entered into on the date signed by the County Executive by and amongst the **City of Green** (hereinafter "City of Green"), as duly authorized by Resolution No. 2011-R57, enacted on December 13, 2011, 20__ 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 _____, 20__ 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 City of Green 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 City of Green 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 City of Green with Deputy Sheriffs (hereafter "Deputies") to provide policing services (hereafter "Services") as follows:

(a) The total number of Deputies provided to the City of Green during the term of this Contract will be as follows:

(i) **Seventeen (17) Deputies - Full Time 01/01/12 - 12/31/14 which includes a detective**

(ii) **One (1) Direct Indictment Officer - 20 hours per week (paid hourly) no employee benefits**

The Deputies and Direct Indictment Officer shall be collectively referred to herein as the "Deputies".

(b) Deputies will be scheduled by the Sheriff to provide the City of Green 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 City of Green. 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 City of Green.

2. **Equipment.** The Sheriff will provide the Deputies with **Five (5) Vehicles and Two-Third Vehicle (1/3 = 1 shift only) from 01/01/12 - 12/31/14**; equipment and supplies, including any and all maintenance as necessary, to perform the Services provided hereunder.

3. Term. The term of this Contract is for **Three (3) years** commencing on **January 1, 2012** and will terminate at midnight on **December 31, 2014** ("Termination Date") unless earlier terminated because of default as provided in Paragraph 9 herein. The Contract can not be terminated by either party for no cause during the 2012 Term; if either party wants to terminate the contract for no cause for the Term commencing on January 1, 2013, then written notice sent by U.S. Certified Mail, Return Receipt Requested must be sent to the other party no later than on January 1, 2012; if either party wants to terminate the contract for no cause for the Term commencing on January 1, 2014, then written notice sent by U.S. Certified Mail, Return Requested must be sent to the other party no later than on January 1, 2013. If a new Contract has not been executed as of the **Termination Date (December 31, 2014)**, 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:

*** \$5,785,407.20**

*As may be adjusted as provided herein.

(b) The City of Green agrees to pay for the aggregate annual salaries of all the Deputies providing Services and the vehicle costs in equal monthly installments without any right of setoff (hereafter "Payment"). The Payment shall be the amounts set forth above, however, at any time during the term of this Contract the Payment will be increased to include salary increases, renegotiated labor contract terms, insurance increases and other inflationary adjustments. Since the increased costs are not known at this time, the City of Green's understand and agree that the Payment will be increased to include such costs when incurred. In addition to the Payment, a surcharge shall be charged upon 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 inflationary adjustments and Surcharges shall be charged to the City of Green on December 31st of each year (when such actual amounts are known) and shall be payable within sixty (60) days after receiving the invoice.

In addition to the above stated policing services, the annual rate also includes but is not limited to provisions of all equipment, and supplies by the Sheriff, supervision of deputies, all training and firearms qualifications, administrative and clerical costs, investigative services of the Detective Bureau including: computer forensics unit, sex offender unit, and major crime scene 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, Unit, Mounted Patrol Unit, Summit County Jail Rapid Response Team, Canine Unit, supply costs

17 Officer 01/01/12-12/31/14

(forms, citation, etc.), police professional liability insurance, and the services of Special Deputies, the Speaker's Bureau, Senior Watch Program.

(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, current funding costs for retirement pensions and Workers' Compensation for the Deputies assigned to patrol the City of Green under this Contract; also the costs for training, equipment and supplies which will include the use of the vehicles as set forth above for use under this Contract.

(d) The City of Green is required to make the Payment for Deputies that are absent due to personnel related matters such as vacation or illness. The Sheriff will use its best efforts to provide a "float Deputy" (which is an un-assigned Deputy on duty at the Sheriff's Office) to the City of Green at no additional cost; however, if a float Deputy is not available, then the City of Green must pay the hourly salary plus benefits for the full-time Deputy provided to the City of Green. The estimated annual salary for a Deputy is set forth in Schedule A and is subject to salary increases during the Term.

(e) 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 City of Green 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 City of Green shall provide the County and Sheriff with at least sixty (60) days prior notice of such request. The City of Green 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 City of Green if an emergency presents the need for such temporary assignment. Personnel related matters such as vacation or illness shall not solely 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 City of Green as provided pursuant to this Contract unless public safety is at risk.
7. Duties and Qualifications. The Deputies assigned to the City of Green 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 City of Green. The City of Green acknowledges and understands that the County's insurance carrier only provides insurance coverage for the County and Deputies

17 Officer 01/01/12-12/31/14

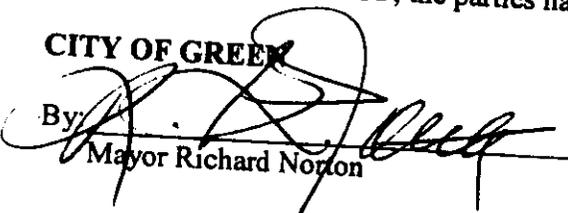
acting within the scope of their employment. The City of Green is not provided insurance coverage under the County's insurance policy and the City of Green must provide for its own insurance policy or self-insurance coverage. The City of Green does not waive and shall retain all rights to legal representation 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 City of Green fails to make any payments due hereunder or fails to abide by the terms of this Contract, then the City of Green shall be in default. The County or Sheriff shall provide notice of such default and if the City of Green 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 City of Green.

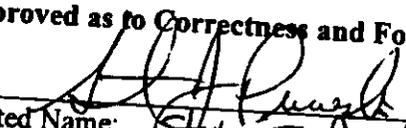
10. Entire Agreement. This Contract constitutes the entire agreement amongst the parties and supersedes any prior understanding or agreement related thereto. This Contract can only be amended or modified by the prior written consent of all parties.

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

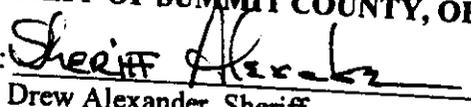
CITY OF GREEN

By: 
Mayor Richard Norton

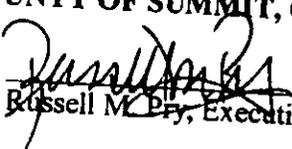
Approved as to Correctness and Form:

By: 
Printed Name: Stephen J. Puzoski
City of Green's Law Director

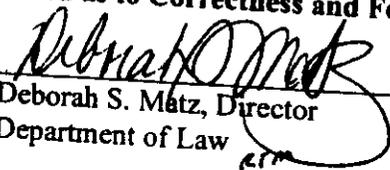
SHERIFF OF SUMMIT COUNTY, OHIO

By: 
Drew Alexander, Sheriff

COUNTY OF SUMMIT, OHIO

By: 
Russell M. Fry, Executive
Date: 1/21/12

Approved as to Correctness and Form:

By: 
Deborah S. Matz, Director
Department of Law

17 Officer 01/01/12-12/31/14

City of Green

Schedule A

Three years

17 deputies 01/01/12-12/31/14

1 direct indictment officer 20 hours

5 vehicle and 2(1/3 shifts vehicles) 1/01/12-12/31/14

<u>Year</u>	<u>Salaries (per Deputy)</u>	<u>Total Deputies</u>		<u>Annual</u>
2012	\$92,848	x	17 =	\$ 1,578,416.00

<u>Direct Indictment Officer</u>				
\$18.41 x 20 hours x 52 weeks	=			\$ 19,146.40

<u>Vehicle</u>		<u>Total Vehicles</u>		
\$27,278	x	5	=	
\$27,278 /3	(1/3 shift = \$9,092.67)	= 2 shifts x \$9,092.67		\$ 136,390.00
				\$ 18,185.34

<u>Radios</u>		<u>Total Radios</u>		
\$144 per Radio x		17	=	\$ 2,448.00

<u>Dispatch</u>				\$ 156,328.00
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\$1,910,913.74
 ÷ 12 = \$159,242.81
 per month

17 Officer 01/01/12-12/31/14

<u>Year</u>	<u>Salaries (per Deputy)</u>	<u>Total Deputies</u>		<u>Annual</u>
2013	\$94,060	x 17	=	\$1,599,020.00
	<u>Direct Indictment Officer</u>			
	\$18.41	x 20 hours	x 52 weeks =	\$ 19,146.40
	<u>Vehicle</u>	<u>Total Vehicles</u>		
	\$27,316	x 5	=	\$ 136,580.00
	\$27,316 /3	(1/3 shift = \$9,105.33)	= 2 shifts x \$9,105.33	\$ 18,210.66
	<u>Radios</u>	<u>Total Radios</u>		
	\$144 per Radio	x 17	=	\$ 2,448.00
	<u>Dispatch</u>			\$ 156,328.00
				\$1,931,733.06
				÷ 12 = \$160,977.76
				per month

<u>Year</u>	<u>Salaries (per Deputy)</u>	<u>Total Deputies</u>		<u>Annual</u>
2014	\$94,696	x 17	=	\$1,609,832.00
	<u>Direct Indictment Officer</u>			
	\$18.41	x 20 hours	x 52 weeks =	\$ 19,146.40
	<u>Vehicle</u>	<u>Total Vehicles</u>		
	\$27,354	x 5	=	\$ 136,770.00
	\$27,354 /3	(1/3 shift = \$9,118.00)	= 2 shifts x \$9,118.00	\$ 18,236.00
	<u>Radios</u>	<u>Total Radios</u>		
	\$144 per Radio	x 17	=	\$ 2,448.00
	<u>Dispatch</u>			\$ 156,328.00
				\$1,942,760.40
				÷ 12 = \$161,896.70
				per month

Total Amount of Contract:

*As may be adjusted as provided herein.

*** \$5,785,407.20**

SUPPLEMENTAL AGREEMENT TO POLICING CONTRACT

This Supplemental Agreement ("Agreement") is made this _____ day of _____, 201____, 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, 2012 and ending on December 31, 2014. 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 to the Policing Contract:

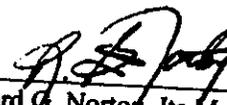
a. Garage space with utilities \$4.50 annual rent	\$18,000.00
b. Tower electric \$9,000.00/yr. x 70%	\$ 6,300.00
c. Tactical medics	\$ 4,000.00
d. Juvenile Division	\$ 4,000.00
e. Misc. (Smart machine, ATV vehicle)	<u>\$ 4,000.00</u>
TOTAL:	<u>\$38,300.00</u>

Green will receive the credit by reducing the monthly payment due for the Policing Contract. The monthly payment due under the Policing Contract for the period of January 1, 2012 through December 31, 2014 will be reduced by the amount of \$3,191.66.

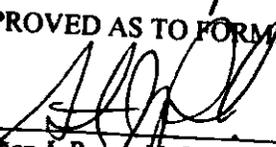
3. Authority. The parties executing this Agreement on behalf of Green, County and Sheriff have the authority and received all of the necessary approvals to execute and bind Green, County and Sheriff to the terms of this Agreement.
4. Entire Agreement. This Agreement constitutes the entire Agreement between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

CITY OF GREEN

By: _____


Richard G. Norton, Its Mayor

APPROVED AS TO FORM


Stephen J. Pruneski, Law Director

COUNTY OF SUMMIT

By: Russell M Pry
Russ Pry, County Executive *et al*

APPROVED AS TO FORM:

Deborah Matz
Deborah Matz, Director of Law *et al*

SHERIFF OF SUMMIT COUNTY

By: Sheriff Alexander
Drew Alexander, Its Sheriff