

RESOLUTION NO.: 2011-R19
SPONSOR: MAYOR NORTON
INTRODUCED: APRIL 12, 2011

ASSIGNED TO: PUB. SAFETY

A RESOLUTION AMENDING THE CONTRACT BETWEEN THE COUNTY OF SUMMIT AND THE SUMMIT COUNTY SHERIFF FOR POLICING SERVICES FOR THE CITY OF GREEN ~~AND DECLARING AN EMERGENCY.~~

WHEREAS, the City of Green entered into a three-year contract with the Summit County Sheriff as authorized by Resolution 2009-R30; and

WHEREAS, due to financial cutbacks in Summit County, the Sheriff's office has restructured and eliminated many of the detective positions which formerly existed, with those detectives returning to patrol duties; and

WHEREAS, the City desires to have an additional deputy available, as a detective, to investigate crimes which occur within the City; and

WHEREAS, the County of Summit and City of Green desire to amend the Policing Contract to provide for an additional deputy, as a detective, for the remaining term of the Agreement.

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

SECTION ONE:

Council authorizes the Mayor to execute the First Amendment to Policing Contract between County of Summit, Sheriff of Summit County and City of Green for the term ending on December 31, 2011. A copy of the Policing Contract is attached 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. This Resolution must be passed immediately in order to allow the detective to begin providing services to the City as soon as possible. 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: April 26, 2011

Molly Stevens
Molly Stevens, Clerk

Joel Reed
Joel Reed, Council President

APPROVED: April 26, 2011

Richard G. Norton
Richard G. Norton, Mayor

COPIED Sheriff
SVCE ZONE PARK ROAD ENG
LAW FIN/MAY PLAN FIRE

ENACTED EFFECTIVE: May 26, 2011

ON ROLL CALL: Colopy-yea DeVitis -NAY France -yea Manwaring-yea
Reed -yea Summerville-yea Smole-NAY Adopted 5-2

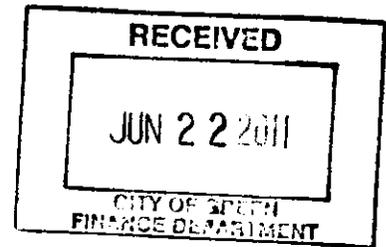
Suburbanite publication on May 1 and May 8, 2011

Molly Stevens
Molly Stevens, Clerk

4/12/2011 Approved as to form and content by Stephen J. Pruneski, Law Director 80? 4/5/11

2011-R19

16 Officers 01/01/11 - 05/31/11
17 Officers 06/01/11 - 12/31/11



**FIRST AMENDMENT
TO
POLICING CONTRACT
BETWEEN
COUNTY OF SUMMIT, SHERIFF OF SUMMIT COUNTY
AND CITY OF GREEN**

THIS FIRST AMENDMENT TO POLICING CONTRACT is dated as of the date signed by the County Executive by and among the County of Summit, Ohio ("County"), the Sheriff of Summit County, Ohio ("Sheriff") and the City of Green, Ohio ("City of Green").

WITNESSETH:

WHEREAS, the parties entered into a Policing Contract, dated October 5, 2009 and a Supplemental Agreement to Policing Contract, dated October 5, 2009 (collectively the "Contract"), as authorized by County Council Resolution No. 2009-350; and

WHEREAS, the City of Green desires to add an additional Deputy as further set forth herein.

THEREFORE, in consideration of the mutual covenants and conditions contained herein and intending to be legally bound, the parties agree to amend the Contract as follows:

1. Section 1(a) Services shall be deleted in its entirety and replaced with the following:
 - (a) The total number of Deputies provided to the City of Green during the remainder of the Term of this Contract will be as follows:

(i)	Sixteen (16) Deputies	Full Time	01/01/11 - 05/31/11
	Seventeen (17) Deputies	Full Time	06/01/11 - 12/31/11
	(One (1) Deputy is a detective)		
 - (ii) **One (1) Direct Indictment Officer** - 20 hours per week (paid hourly)
no employee benefits

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

The remainder of Section 1. Services shall remain unmodified.

2. Section 4. (a) Payment shall be deleted in its entirety and replaced with the following:
 - (a) During the remainder of the Term of this Agreement for 01/01/11 through 12/31/11, 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
for the remainder of the Term:
(01/01/11 through 12/31/11)**

\$1,869,522.87*

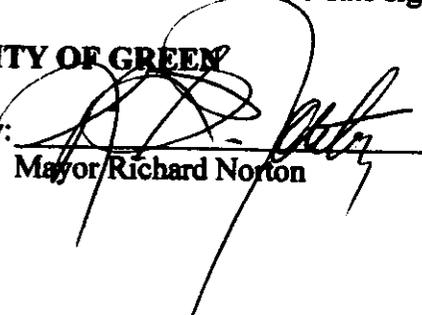
*As may be adjusted as provided herein.

The remainder of Section 4. Payment shall remain unmodified.

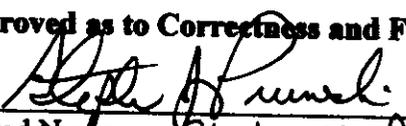
3. Except as modified by this First Amendment, all terms of the Contract shall remain in full force and effect until the Termination Date (December 31, 2011).

IN WITNESS WHEREOF, the parties have executed this First Amendment to Policing Contract effective as of the date signed by the County Executive.

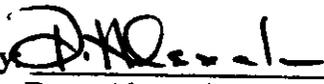
CITY OF GREEN

By: 
Mayor Richard Norton

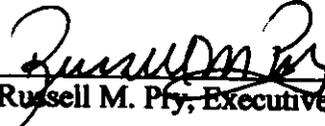
Approved as to Correctness and Form:

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

SHERIFF OF SUMMIT COUNTY, OHIO

By: 
Drew Alexander, Sheriff

COUNTY OF SUMMIT, OHIO

By:  6/15/11
Russell M. Fry, Executive Date *pm*

Approved as to Correctness and Form:

By: 
Deborah S. Matz, Director
Department of Law

City of Green

Schedule A

Three years (01/01/09-12/31/11)
 17 deputies 01/01/09-6/30/09
 16 deputies 07/01/09- 05/31/11
 17 deputies 06/01/11- 12/31/11
 1 direct indictment officer 20 hours
 5 and 1/3 vehicles 01/01/09-12/31/11

<u>Year</u>	<u>Salaries (per Deputy)</u>	<u>Annual</u>
2011	\$93,252 / 12 = \$7,771 per month	
	\$7,771 X 16 Deputies = \$124,336 X 5 months (01/01/11 - 05/31/11) =	\$ 621,680.00

\$7,771 X 17 Deputies = \$132,107 X 7 months (06/01/11 - 12/31/11) = \$ 924,749.00

Direct Indictment Officer

\$19.08 x 20 hours x 52 weeks = \$ 19,843.20
 (\$1,653.60 p/month)

Vehicle

<u>Vehicle</u>	<u>Total Vehicles</u>	
\$27,089 x 5 =		\$ 135,445.00
\$27,089 /3 (1/3 shift) =		9,029.67
		(\$12,039.55 p/month)

Radios

\$144 per Radio / 12 = \$12 per month

\$12 X 16 Deputies = \$192 X 5 months (01/01/11 - 05/31/11) = \$ 960.00

\$12 X 17 Deputies = \$204 X 7 months (06/01/11 - 12/31/11) = \$ 1,428.00

Dispatch

(\$13,032.33 p/month) \$ 156,388.00

\$1,869,522.87*

01/01/11 - 05/31/11 -	5 Monthly Payments \$151,253.49 per month	\$756,267.45*
06/01/11 - 12/31/11 -	7 Monthly Payments \$159,036.49 per month	\$ 1,113,255.42*

Total Amount of Contract from 2009 through 2011

\$ 5,257,980.04*

*As may be adjusted as provided herein.