

17-029

**AMENDMENT NUMBER 1 TO**  
**POLICING CONTRACT**

**THIS AMENDMENT** (hereafter "Amendment") to the Policing Contract entered into on April 3, 2015 (hereinafter "Policing Contract") is made and entered into as of the date signed by the County Executive by and amongst **Coventry Township** (hereinafter "Political Subdivision") with its office located at 68 Portage Lakes Drive, Coventry, Ohio 44319, 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 Political Subdivision desires to maintain policing services, as set forth in the Policing Contract, but at a temporarily reduced rate; and

**WHEREAS**, the Sheriff and County agree to provide such policing services to the Political Subdivision in accordance with the terms as set forth in the Policing Contract as amended by this Amendment.

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

1. Section 4 of the Policing Contract, regarding payment shall be amended as follows:

(e) The cost for services provided by the County from January 1, 2017 to December 31, 2017 is \$756,088.98. However, Political Subdivision only has levy funds available to pay the Policing Contract in the amount of \$565,380.00. The parties acknowledge that the amount of the Policing Contract exceeds the amount of the levy funds currently available for use by the Political Subdivision to pay the Policing Contract by \$190,708.98. Pursuant to a request by the Political Subdivision, Political Subdivision shall receive a rate credit from the County in the amount of \$190,708.98 for the period January 1, 2017 to December 31, 2017, to be reflected in the monthly payment amount due under the Policing Contract under the following terms and conditions:

- (1) The annual rate credit will be divided into 11 monthly credits of \$17,337.18, and will be applied to the monthly payments of February 2017 through December 2017. All monthly credits used by the Political Subdivision are intended to be repaid by the Political Subdivision either over the initial term of a new Policing Contract or upon termination of the Policing Contract, as set forth below.
- (2) If, at the end of the term of the Policing Contract, the Political Subdivision does not intend to enter into a new Policing Contract with the County for at least a three year term covering January 1, 2018 to December 31, 2020, it must give the Sheriff and the County written notice of its intention not to enter into the new Policing Contract at least 90 days prior to the expiration of the term of the Policing Contract, and it must repay the full amount of the credits due the County by June 30, 2018.
- (3) If the County and the Political Subdivision renew the Policing Contract for at least a three year period covering January 1, 2018 through December 31, 2020, the credit shall be

be repaid to the County by increasing the monthly payment installments required by the new Policing Contract by at least \$5,297.47 over the initial 36 months of the new Policing Contract.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date signed by the County Executive.

TRUSTEES for  
COVENTRY TOWNSHIP

By: Edward D. Diebold  
Edward D. Diebold  
Trustee

By: Richard Kutuchief  
Richard Kutuchief  
Trustee

By: Tom Seese  
Tom Seese  
Trustee

APPROVED AS TO CORRECTNESS AND FORM:

By: \_\_\_\_\_  
Township Law Director

SHERIFF OF SUMMIT COUNTY, OHIO

By: Steve Barry  
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