

RESOLUTION NO. 2009-413

SPONSOR Mr. Pry

DATE November 2, 2009

COMMITTEE Public Safety

A Resolution authorizing the County Executive to enter into a three-year policing agreement with the Township of Coventry, Council District 8, to provide six Sheriff's Deputies, for the period 1/1/09 through 6/30/09, and five Sheriff's Deputies for the period 7/1/09 through 12/31/11, and one Direct Indictment Officer at 12 hours per week for the period 1/1/09 through 12/31/11, in the amount of \$570,082.52 for the first year, \$585,243.15 for the second year, and \$608,588.59 for the third year, in a total amount not to exceed \$1,763,914.26 during the three-year term of the agreement, for the Sheriff, and declaring an emergency.

WHEREAS, the Executive entered into a policing contract with the Township of Coventry which terminates on December 31, 2008; and

WHEREAS, the Township of Coventry hereby requests that the Executive enter into a new agreement to provide six Sheriff's Deputies for the period 1/1/09 through 6/30/09 and five Sheriff's Deputies for the period 7/1/09 through 12/31/11 and one Direct Indictment Officer at 12 hours per week for the period 1/1/09 through 12/31/11; and

WHEREAS, the Township of Coventry has agreed to pay the County \$570,082.52 for the first year, \$585,243.15 for the second year and \$608,588.59 for the third year, for a total amount of \$1,763,914.26 during the three-year term of agreement; and

WHEREAS, this Council has determined by reviewing all pertinent information that authorizing the Executive to execute the aforementioned agreement is necessary and in the best interest of the County of Summit;

NOW, THEREFORE, BE IT RESOLVED by the Council of the County of Summit, State of Ohio, that;

SECTION 1

The County Executive is hereby authorized to enter into a three-year policing agreement with the Township of Coventry, Council District 8, to provide six Sheriff's Deputies for the period 1/1/09 through 6/30/09, and five Sheriff's Deputies for the period 7/1/09 through 12/31/11, and one Direct Indictment Officer at 12 hours per week for the period 1/1/09 through 12/31/11, in the amount of \$570,082.52 for the first year, \$585,243.15 for the second year, and \$608,588.59 for the third year, for a total amount of \$1,763,914.26 during the three-year term of the agreement.

SECTION 2

This Resolution is hereby declared an emergency in the interest of the health, safety and welfare of the citizens of the County of Summit and for the further purpose of immediately providing necessary policing for the Township of Coventry.

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SECTION 3

Provided this Resolution receives the affirmative vote of eight members, it shall take effect immediately upon its adoption and approval by the Executive; otherwise, it shall take effect and be in force at the earliest time provided by law.

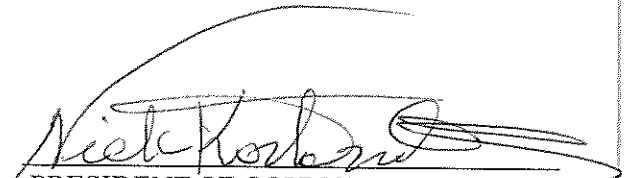
SECTION 4

It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

INTRODUCED October 19, 2009

ADOPTED November 2, 2009


CLERK OF COUNCIL


PRESIDENT OF COUNCIL

APPROVED November 2, 2009


EXECUTIVE

ENACTED EFFECTIVE November 2, 2009

Voice Vote: 11-0 YES: Comunale, Crawford, Crossland, Feeman, Kostandaras Poda, Prentice, Rodgers, Schmidt, Shapiro, Smith

09-413

POLICING CONTRACT

THIS POLICING CONTRACT (hereafter "Contract") is made and entered into on the date signed by the County Executive by and amongst the Township of Coventry (hereinafter "Township"), as duly authorized by Resolution No. _____, enacted on _____, 200__ 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 _____, 200__ 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 Township 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 Township 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 Township with Deputy Sheriffs (hereafter "Deputies") to provide policing services (hereafter "Services") as follows:

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

- (i) **Six (6) Deputies 1/1/09-6/30/09, Five (5) Deputies 7/1/09-12/31/11** - full time
- (ii) **One (1) Direct Indictment Officer** - 12 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 Township 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 Township. 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 Township.

2. Equipment. The Sheriff will provide the Deputies with **Two (2) vehicles 1/1/09-6/30/09, 1 1/3 shift vehicle 7/1/09-12/31/11**, 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, 2009** and will terminate at midnight on **December 31, 2011** ("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 2009 Term; if either party wants to terminate the contract for no cause for the Term commencing on January 1, 2010, 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, 2009; if either party wants to terminate the contract for no cause for the Term commencing on January 1, 2011, then written notice sent by U.S. Certified Mail, Return Requested must be sent to the other party no later than on January 1, 2010. If a new Contract has not been executed as of the **Termination Date (December 31, 2011)**, 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: *\$1,763,914.26

*As may be adjusted as provided herein.

(b) The Township 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 Township'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 Township 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, Motorcycle 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, 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 Township 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 Township 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 Township at no additional cost; however, if a float Deputy is not available, then the Township must pay the hourly salary plus benefits for the full-time Deputy provided to the Township. 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 Township 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 Township shall provide the County and Sheriff with at least sixty (60) days prior notice of such request. The Township 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 Township 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 Township as provided pursuant to this Contract unless public safety is at risk.
7. Duties and Qualifications. The Deputies assigned to the Township 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 Township. The Township 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 Township is not provided insurance coverage under the County's insurance policy and the Township must provide for its own insurance policy or self-insurance coverage. The Township 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 Township fails to make any payments due hereunder or fails to abide by the terms of this Contract, then the Township shall be in default. The County or Sheriff shall provide notice of such default and if the Township 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 Township.
- 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.

**TRUSTEES for
COVENTRY TOWNSHIP**

By: Brenda Patterson
 Printed Name: BRENDA PATTERSON
 Title: Trustee

By: Robert Wilson
 Printed Name: ROBERT WILSON
 Title: Trustee

By: David W. Bulgrin
 Printed Name: DAVID W. BULGRIN
 Title: Trustee

Approved as to Correctness and Form:
 By: Lawrence B. Sugerman
 Township's Law Director

SHERIFF OF SUMMIT COUNTY, OHIO

By: Drew Alexander
 Drew Alexander, Sheriff

COUNTY OF SUMMIT, OHIO

By: Russell M. Fry 9/29/09
 Russell M. Fry, Executive Date

APPROVED AS TO CORRECTNESS AND FORM:

By: R.E. Dobbins 9/24/09
 Richard E. Dobbins, Director
 Law Department

Coventry Township

Schedule A

Three years
 6 deputies 1/1/09-6/30/09
 5 Deputies 7/1/09-12/31/11
 1 direct indictment officer 12 hours
 2 vehicles 1/1/09-6/30/09
 1 1/3 shift vehicles 7/1/09-12/31/11

<u>Year</u>	<u>Salaries (per Deputy)</u>	<u>Total Deputies</u>	<u>Annual</u>	
2009	\$86,104 x 1/1/09-6/30/09 (6)	=	\$258,312.00	
	\$86,104 x 7/1/09-12/31/09 (5)	=	\$215,260.00	
	\$ 17.98 x 12 hours x 52 weeks	=	\$ 11,219.52	
	<u>Vehicle</u>	<u>Total Vehicles</u>		
	\$24,279 (2) 1/1/09-6/30/09	\$24,279.00 /2 =	\$ 24,279.00	
	\$24,279 (1) 1/1/09-6/30/09	\$24,279.00 /2 =	\$ 12,139.50	
	1/3 shift @\$24,279 / 3 = \$8,093.00	7/1/09-12/31/09 =	\$ 4,046.50	
	<u>Radios</u>	<u>Total Radios</u>		
	\$144 per Radio x	5 =	\$ 720.00	
	<u>Dispatch</u> 1/2 dispatch 7/1/09-12/31/09	\$88,212.00	\$ 44,106.00	
			\$570,082.52	/12 = \$47,506.88 per month
<u>Year</u>	<u>Salaries (per Deputy)</u>	<u>Total Deputies</u>	<u>Annual</u>	
2010	\$89,590x	5 =	\$447,950.00	
	\$18.52 x 12 hours x 52 weeks	=	\$ 11,556.48	
	<u>Vehicle</u>	<u>Total Vehicles</u>		
	\$25,619x	1 =	\$ 25,619.00	
	1/3 shift vehicle	\$ 8,539.67 =	\$ 8,539.67	
	<u>Radios</u>	<u>Total Radios</u>		
	\$144 per Radio x	5 =	\$ 720.00	
	<u>Dispatch</u>		\$90,858.00	
			\$585,243.15	/12 = \$48,770.26 per month
<u>Year</u>	<u>Salaries (per Deputy)</u>	<u>Total Deputies</u>	<u>Annual</u>	
2011	\$93,252 x	5 =	\$466,260.00	
	\$19.08 x 12 hours x 52 weeks	=	\$ 11,905.92	
	<u>Vehicle</u>	<u>Total Vehicles</u>		
	\$27,089x	1 =	\$ 27,089.00	
	1/3 shift vehicle	\$ 9,029.00 =	\$ 9,029.67	
	<u>Radios</u>	<u>Total Radios</u>		
	\$144 per Radio x	5 =	\$ 720.00	
	<u>Dispatch</u>		\$93,584.00	
			\$608,588.59	/12 = \$50,715.72 per month
Total Amount of Contract:			*\$1,763,914.26	

*As may be adjusted as provided herein.