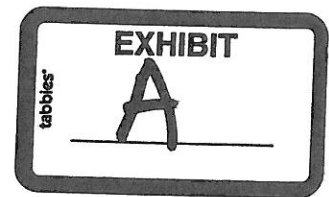


17-015

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 January 7, 2015 and a Supplemental Agreement to Policing Contract, dated January 7, 2015 (collectively the "Contract"), as authorized by County Council Resolution No. 2015-006; and

**WHEREAS**, the Policing Contract at Paragraph 5 provides that upon mutual written consent of all the parties, the number of deputies provided under the Policing Contract may be increased with proper notice and additional payment; and

**WHEREAS**, at this time the City wishes to add one (1) additional deputy to work one (1) eight (8) hour shift five (5) days a week in the City, the same having been authorized by City Council per Resolution No. 2016-R49, passed September 27, 2016; and

**WHEREAS**, the County and the Sheriff agree to provide such additional deputy for an increased payment due under the Policing Contract in an amount not to exceed Ten Thousand Dollars (\$10,000.00) per month.

**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 to evidence the extra hours for one (1) additional Deputy working in the City one (1) eight (8) hour shift five (5) days each week:

(a) The total number of Deputy/Sergeant hours and Direct Indictment Officer hours provided to the City of Green during the remainder of the Term of this Contract will be as follows:

(i) **Deputy/Sergeant hours 35,029.64** **10/01/16 - 12/31/17**

(ii) **One (1) Direct Indictment Officer 1040 hours** **10/1/16 - 12/31/17**

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 10/01/16 through 12/31/17, 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:                      \$3,136,885.87\***  
(10/1/16 through 12/31/17)

\*As may be adjusted as provided herein.

The remainder of Section 4. Payment shall remain unmodified.

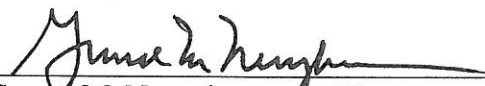
3. The parties executing this Agreement on behalf of the City, the County and the Sheriff have the authority and received all of the necessary approvals to execute and bind the City, the County and the Sheriff to the terms of this First Amendment.

4. This First Amendment shall be effective as of October 1, 2016.

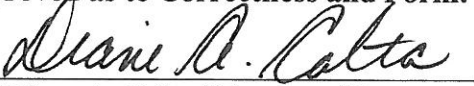
5. Except as modified by this First Amendment, all terms of the Contract shall remain in full force and effect until the Termination Date (December 31, 2017). All of the terms, conditions, exhibits, attachments, and provisions contained in the Agreement are incorporated by reference into this First Amendment and shall continue in full force and effect.

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:   
Gerard M. Neugebauer, Its Mayor

**Approved as to Correctness and Form:**

By:   
Diane A. Calta, Director of Law

**SHERIFF OF SUMMIT COUNTY, OHIO**

By:   
Steve Barry, Sheriff

**COUNTY OF SUMMIT, OHIO**

**Approved as to Correctness and Form:**

By: \_\_\_\_\_  
Ilene Shapiro, Executive                      Date

By: \_\_\_\_\_  
Deborah S. Matz, Director  
Department of Law

**Schedule A**

<u>Year</u>	<u>Salaries /Coverage hours</u>	<u>Annual</u>
2016	\$59.73 x 29,615.20 hours = \$1,768,915.90	
	\$1,768,915.90 / 12= \$147,409.66	
	\$147,409.66 X 9 (1/1/16 – 9/30/16) =	\$1,326,686.94
	59.73 X 31,282.80 hours = \$1,868,521.64	
	\$1,868,521.64 /12 = \$155,710.14	
	\$155,710.14 X 3 (10/1/16 –12/31/16)=	\$ 467,130.42
	<u>Direct Indictment Officer</u>	
	\$22.49 X 1040 hours =	\$ 23,389.60
	<u>Sergeant</u>	
	\$62.29 x 3,746.84 hours =	\$ 233,390.66
	<u>Vehicle</u> <u>Total Vehicles</u>	
	\$27,334.00 x                      5.67 =	\$ 154,983.78
	<u>Vehicle Ser prorated</u> <u>Total Vehicles</u>	
	\$27,334.00 x                      .36 =	\$ 9,840.24
	<u>Radios</u> <u>Total Radios</u>	
	144.00 per Radio x                      17.76 =	\$ 2,557.44
	<u>Dispatch</u>	\$ 167,121.84
	<b>TOTAL</b>	<b>\$2,385,100.92</b>
	<u>01/01/16 – 09/30/16 9 Monthly payments \$196,683.29 per month =</u>	<u>\$1,770,149.61</u>
	<u>10/01/16 – 12/31/16 3 monthly payments \$204,983.77 per month =</u>	<u>\$ 614,951.31</u>
	<b>New amended 2016 total =</b>	<b>\$2,385,100.92</b>

<u>Year</u>	<u>Salaries /Coverage hours = 18 Deputies</u>		<u>Annual</u>
2017	\$61.24 x 31,282.80 hours	=	\$1,915,758.67
	<u>Direct Indictment Officer</u>		
	\$22.99 X 1040 hours	=	\$ 23,909.60
	<u>Sergeant</u>		
	\$63.68 x 3,746.84 hours	=	\$ 238,598.77
	<u>Vehicle</u>	<u>Total Vehicles</u>	
	\$27,334.00 x 6.00	=	\$ 164,004.00
	<u>Vehicle Ser prorated</u>	<u>Total Vehicles</u>	
	\$27,334.00 x .36	=	\$ 9,840.24
	<u>Radios</u>	<u>Total Radios</u>	
	144.00 per Radio x 18.76	=	\$ 2,701.44
	<u>Dispatch</u>		\$ 167,121.84
	<b>TOTAL</b>		<b>\$2,521,934.56/12=\$210,161.21</b>
			<b>per month</b>
Total Amount of Contract from 2015 through 2017			<b><u>\$7,216,018.63</u></b>