

POLICING AND CALL ANSWERING CONTRACT

THIS POLICING AND CALL ANSWERING CONTRACT (hereinafter "Contract") is made and entered into as of the date signed by the County Executive by and amongst **Summit County Children Services** (hereinafter "SCCS") with its office located at 264 S. Arlington St., Akron, Ohio 44306, the County of Summit, Ohio, by the County Executive (hereafter "County"), with its offices located at 175 South Main Street, Akron, Ohio 44308 as duly authorized by County Council Resolution No. _____, enacted on _____, 2024 and the Sheriff of Summit County, Ohio (hereafter "Sheriff") with office located at 53 University Avenue, Akron, Ohio 44308.

WITNESSETH:

WHEREAS, SCCS desires to obtain policing and call answering services, as further described herein, by and through the Sheriff and County; and

WHEREAS, the Sheriff and County shall provide such policing and call answering services to SCCS 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's Office will be the Primary Law Enforcement Agency in Summit County to receive afterhours notifications of potential acts involving child abuse and neglect and shall provide SCCS with a Deputy Sheriff (hereinafter "Deputy") to provide policing and call answering services (hereinafter "Services") as follows:
 - a) One Deputy will be provided during the Contract term.
 - b) The Deputy will be scheduled by the Sheriff to provide SCCS with Services for up to **Forty Hours per week**.
 - c) The Deputy's time shall be entirely devoted to child abuse and neglect investigations and other duties as outlined in **Schedule B**. The Deputy will not perform any job duties which are outside the scope of their employment as a Deputy.
 - d) The Deputy shall be in addition to the personnel regularly employed by the Sheriff to preserve the public peace throughout the County.
 - e) The Deputy will be granted the right to exercise all of the same police powers, all other law enforcement rights, and any other legal authority granted to SCCS.
 - f) Call Answering. Sheriff will provide professional telephone answering service in accordance with the procedures provided in the **Summit County Children Services Afterhours ("SCCS") Call Answering Resource Guide and SCCS Afterhours Call Answering Manual**.
- i. Definitions
 - 1) Medical referrals – calls regarding permission to treat a child who is under the care and custody of SCCS.
 - 2) Message only calls – calls of a business nature. Caller does not indicate any emergency or situation requiring immediate attention. Examples include a youth that is AWOL or a restraint is used.
 - 3) On-call staff – SCCS staff that are available for emergency calls from 10:00 P.M. to 8:00 A.M. Monday through Friday Nights and all times during weekends and holidays.

- 4) Referral/Intake reports – any call regarding a situation where a child may be at risk of neglect or abuse, even if the risk is not immediate- includes calls from family members or neighbors concerned about a child, but not indicating any situation requiring immediate attention.

ii. Service Requirements

- 1) Sheriff will provide “after-hours” telephone referral answering services seven (7) days per week inclusive of holidays for up to 40 hours per week and up to 58 hours per weekend during the hours stated below:
 - i. 10:00 P.M. to 8:00 A.M. Monday night through Friday morning
 - ii. 10:00 P.M. to 8:00 A.M. Friday Night to Monday Morning, including all hours of Saturday and Sunday.
 - iii. Services provided on Martin Luther King Day, President's Day, Juneteenth, Columbus/Indigenous People's Day and Veterans Day will be invoiced and paid at 2.5 times the normal rate, which is Sheriff's holiday pay.
- 2) In addition to the service periods stated above, Sheriff may, upon request, provide telephone referral answering service for approximately seventy-two (72) additional hours during the Thanksgiving, Christmas Eve, Christmas, and New Year holiday periods according to the following schedule. Services providing during the times stated below will be invoiced and paid at 2.5 times the normal rate, which is Sheriff's holiday pay:
 - i. Fourteen (14) hours to cover the hours of 08:00 A.M. to 10:00 P.M. on Memorial Day; and,
 - ii. Fourteen (14) hours to cover the hours of 08:00 A.M. to 10:00 P.M. on Independence Day (Fourth of July); and,
 - iii. Fourteen (14) hours to cover the hours of 08:00 A.M. to 10:00 P.M. on Labor Day; and,
 - iv. Fourteen (14) hours to cover the hours of 08:00 A.M. to 10:00 P.M. on Thanksgiving Day; and,
 - v. Fourteen (14) hours to cover the hours of 08:00 A.M. to 10:00 P.M. on Day following Thanksgiving; and,
 - vi. Fourteen (14) hours to cover the hours of 8:00 A.M. to 10:00 P.M. on Christmas Eve; and,
 - vii. Fourteen (14) hours to cover the hours of 08:00 A.M. to 10:00 P.M. on Christmas; and,
 - viii. Fourteen (14) hours to cover the hours of 08:00 A.M. to 10:00 P.M. on New Year's Day and three (3) hours to cover the hours of 07:00 P.M. to 10:00 P.M. on New Year's Eve.
- 3) Furthermore, in the event that sufficient SCCS staff is unavailable to provide adequate telephone coverage during periods other than those listed above, Sheriff will, as requested by SCCS and with as much prior notification as practicable, provide occasional ad hoc coverage during those periods.
- 4) On an as needed basis, Sheriff will meet on site at SCCS with selected, authorized SCCS staff members to discuss service issues, procedures, and concerns. More frequent cross-training experiences may be arranged by both parties in order to share updated information on screening procedures and other information relevant to processing calls of concern.
- 5) SCCS and Sheriff will collaborate to arrange for SCCS Hotline Calls to be answered by Sheriff during the specified hours and will work together to solve any and all technical concerns to ensure such a system is in place during the term of the Agreement.

iii. Recording of Calls

Sheriff will record all calls answered by Sheriff staff and, upon SCCS' request, Sheriff will forward copies of such recordings to SCCS within twenty-four (24) hours. Sheriff will retain recordings of calls for one (1) year, unless legal action is pending, in accordance with the SCCS retention policy. Sheriff must document all calls on the **Summit County Children Services Hotline Calls Form** and

will provide copies of the SCCS referral form to SCCS by 08:30 A.M. the next day. Upon e-mail request by SCCS, Sheriff will provide the contents of or access to such recording to SCCS.

iv. Telephone Procedures

- (1) With each call, Sheriff staff will inquire if immediate assistance is required. Sheriff staff will obtain essential information from each caller in order to provide SCCS staff with the basis to make a determination regarding the seriousness of the call. Sheriff will provide each member of its staff (who will provide services hereunder) with a copy of the **SCCS Call Answering Resource Guide**, which Sheriff staff will utilize when answering SCCS calls in order to assist them with obtaining essential information.
 - (2) Upon completion of each call, the call will be immediately reported to SCCS regardless of the nature of the call. Message only calls and calls that involve children being physically restrained while placed in a residential facility will be electronically reported to SCCS no later than the next day. If a child is injured during a restraint, then Sheriff will immediately contact the SCCS on-call supervisor. Sheriff will generate an incident on the Summit County Children Services Hotline Report form and will record all information obtained, including calls regarding phone number clarification, wrong numbers, and information only calls. Upon request, Sheriff will forward copies of the log sheets to SCCS to the attention of the SCCS Phone Room Supervisor.
 - (3) Non-medical calls will be reported to the SCCS on-call supervisor within ten (10) minutes of completion of the call.
 - (4) Sheriff will first call the SCCS on-call supervisor. If the supervisor does not answer, the Sheriff will leave a message to contact the Sheriff's Office to acknowledge receipt of the call and receive the notification. The SCCS on-call supervisor is expected to respond to Sheriff within ten (10) minutes. If no response is received within ten (10) minutes, the Sheriff will make a second attempt to reach the SCCS on-call supervisor. If unsuccessful, the Sheriff will then attempt to make a voice call to the SCCS on-call administrator.
 - (5) Relative to each referral/intake report that Sheriff staff members answer, the Sheriff staff will complete, (but shall not be limited to) all of the following:
 - i. Obtain information as required by SCCS (if available)
 - ii. Obtain additional information through skillful questioning
 - iii. Notify SCCS supervisory personnel to provide verbal reports
 - iv. Type report
 - v. Save file
 - vi. Electronically submit to SCCS and retention for Vendor files
 - vii. Provide to SCCS at the latest by 08:30 A.M.
2. Equipment. The Sheriff will provide the Deputy with **1 vehicle(s)**, equipment and supplies, including any and all maintenance as necessary, to perform the Services provided hereunder. The Deputy shall wear a body camera at all times that they are on duty in SCCS, in accordance with policies and procedures adopted by the Sheriff for the use of the cameras and the storage and retrieval of camera data. The camera cost included in this contract is the cost of the maintenance and subscription for each of the cameras assigned to SCCS. Upon implementation of the body camera program within SCCS, if the Sheriff determines that an additional staff member is necessary for records management, SCCS agrees that the scope of services shall be amended to include the cost of increased staffing. This cost will be reviewed by the parties and agreed upon prior to implementation of the additional staffing.
3. Term.

- (a) The term of this Contract is for **1 year** commencing on **July 1, 2024** and will terminate at midnight on **June 30, 2025** ("Termination Date") unless earlier terminated as set forth herein.
- (b) If either party wants to terminate this contract without cause, then written notice must be sent by U.S. Certified Mail, Return Receipt Requested to the other party no later than 90 days prior to the expiration of the term.
- (c) If a new Contract has not been executed as of the **Termination Date**, then upon the written consent of all parties the Contract may continue after the Termination Date on 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 wages, equipment (including cameras) and vehicle costs are estimated as follows:

See **Schedule A** attached hereto and incorporated herein by reference.

Total Amount of Contract Not to Exceed ("Amount"): *\$ 181,185.64

*As may be adjusted as provided herein.

- (b) The Amount includes the aggregate annual pay of all the Deputy(ies) providing Services and the vehicle, camera and other equipment costs. The Amount is then divided into equal monthly installments and must be paid without any right of setoff. The monthly amount (hereafter "Payment") is set forth in Schedule A. If at any time during the term of this Contract the deputies receive a pay increase as a result of changes to the terms of the collective bargaining agreement (including but not limited to wage increases, arbitration awards, court orders, insurance increases and other adjustments) then the amount set forth above may also be adjusted upon 30 days notice to SCCS. In addition to the Payment, a surcharge may be charged, upon thirty (30) days 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 Surcharges shall be charged to SCCS on December 31st of each year (when such actual amounts are known) and shall be payable within sixty (60) days after receiving the invoice.
- (c) The Payment will cover and pay the expenses of the Deputy(ies)'s hourly pay, equipment costs including maintenance and storage related to body cameras, hospitalization, employer's share of the pension contribution, and Workers' Compensation for the Deputy(ies) assigned to SCCS under this Contract. The Payment also covers the costs for training, firearms qualification, equipment, and supplies which will include the use of the vehicle(s) as set forth use under this Contract.
- (d) The Payment does not include: over-time pay or holiday pay (no additional hours beyond regular working hours), additional costs for court appearances or the assignment of any additional Deputy(ies) or the cost of responding to any claim related to body camera video including but not limited to response to public records requests or deposition testimony related thereto (collectively "Additional Costs"). Any Additional Costs shall be paid by SCCS to the County within 30 days of being invoiced by the Sheriff for such costs.

- (e) Payment shall be sent to: Policing Rotary Fund
c/o Summit County Sheriff's Office
53 University Avenue

5. Additional Deputies. Upon mutual written consent of all the parties, the number of Deputies provided under this Contract may be increased. SCCS shall provide the County and Sheriff with at least sixty (60) days prior notice of such request. SCCS 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 SCCS if an emergency presents the need for such temporary assignment. Personnel related matters such as vacation or illness shall not constitute an emergency for the purposes of this Contract and shall not affect the Sheriff's obligation to provide the level of Services to SCCS as provided pursuant to this Contract unless public safety is at risk.
7. Duties and Qualifications. The Deputies assigned to SCCS 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 SCCS. SCCS 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. SCCS is not provided insurance coverage under the County's insurance policy and SCCS must provide for its own insurance policy or self-insurance coverage. SCCS 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. Summit County Children Services agrees to be responsible for any negligent acts and/or negligent omissions by or through itself or its agents, employees, and contracted servants and will pay any judgments damages, expenses, and costs awarded by a court of competent jurisdiction, for the adjudged negligent acts and/or negligent omissions. Nothing in this provision shall be construed as a waiver of the sovereign immunity of Summit County Children Services beyond the exceptions provided in Ohio Revised Code Section 2744.09. The County of Summit and the Sheriff agree to be responsible for any negligent acts and/or negligent omissions by or through itself or its agents, employees, and contracted servants and will pay any judgments damages, expenses, and costs awarded by a court of competent jurisdiction, for the adjudged negligent acts and/or negligent omissions. Nothing in this provision shall be construed as a waiver of the sovereign immunity of the County of Summit and the Sheriff beyond the exceptions provided in Ohio Revised Code Section 2744.09.
9. Liability. SCCS, Sheriff, and County agree that each party shall be liable for damage or loss adjudged by a court of competent jurisdiction to be caused by the willful, intentional, malicious, or negligent conduct of the respective party or its employees.
10. Default. If SCCS fails to make any payments due hereunder or fails to abide by the terms of this Contract, then SCCS shall be in default. The County or Sheriff shall provide notice of such default to SCCS at the address set forth above, and if SCCS 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 SCCS.

11. Confidentiality. County and Sheriff understand all information received by Sheriff on behalf of SCCS, including but not limited to referent's name, allegations, parent's name, and the child's name, is confidential by law. Disclosure of the above information by Sheriff's staff is strictly prohibited.
12. News Media. Sheriff is prohibited from speaking to representatives of the news media about any aspect of SCCS operations including, but not limited to, programs, personnel or clients. The SCCS Executive Director or his/her authorized representative is the only spokesperson for SCCS.
13. Non-Discrimination. The County, Sheriff, and SCCS agree that in the hiring of employees for the performance of their duties under this Intergovernmental Agreement, the County, Sheriff, and/or SCCS or any person acting on behalf of the County, Sheriff, and/or SCCS, shall not discriminate by reason of race, creed, sex, disability, military status as defined in section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit, and sexual orientation as defined in Section 101.02(c) in the Codified Ordinances of the County of Summit against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the work to which the employment relates. The County, Sheriff, and SCCS further agree that the County, Sheriff, and SCCS or any person on behalf of the County, Sheriff, and SCCS, in any manner, shall not discriminate against or intimidate any employee hired for the performance of duties under this Intergovernmental Agreement on account of race, creed, sex, disability, military status as defined in section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit, and sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit. The County, Sheriff, and SCCS certify that they do not maintain and they will not permit their employees to perform services at any segregated facilities. The County, Sheriff, and SCCS agree to comply with all applicable federal, state, and local laws, orders, rules, and regulations, as amended, regarding discrimination.
14. Equal Opportunity Employer. The County, Sheriff, and SCCS expressly represent that they are Equal Employment Opportunity employers as defined in and are in compliance with all Equal Employment Opportunity statutes, rules, regulations, and executive orders and amendments.
15. Insurance. During the term of this Agreement the parties agree to maintain and keep in force and effect policies of Commercial General Liability insurance and Worker's Compensation insurance issued by insurance companies licensed to do business in the state of Ohio.
16. Emergency Assignments. Nothing in this Contract shall preclude the Sheriff from temporarily increasing or decreasing the number of staff assigned to SCCS if an emergency presents the need for such temporary assignment.
17. No Authority to Bind. Neither party has the power or authority to bind the other party to contracts or other obligation
18. Governing Law and Forum. This Agreement is to be governed by and construed in accordance with the laws of the State of Ohio. The parties agree that the forum for any claim, action, arbitration, mediation, or litigation arising from this Agreement will be Summit County, Ohio. The parties agree that jurisdiction and venue for any matter involving any parties to this Agreement is proper in the Akron Municipal Court and/or the Summit County Court of Common Pleas and/or the U.S. District Court for the Northern District of Ohio, Eastern Division, Akron.

19. Termination. Either party may terminate this Contract upon 90 days written notice to the other parties. Upon termination of this Contract, Sheriff must immediately cease all activities relating to the Contract and immediately deliver to SCCS all completed referral forms and reports, and all information and other materials received or developed under this Contract. At SCCS' request, Sheriff must also assist SCCS in efficiently transitioning the project to the new contractor who will continue with the Call Answering Services. SCCS must pay Sheriff for all Services satisfactorily rendered prior to and up to the date of notice of termination.
20. Assignment. Neither party may assign rights or delegate any obligations created by this Agreement without the prior written consent of the other party, which consent must not be unreasonably withheld. Any assignment in violation of this Agreement is void. This Agreement must be binding upon the heirs, successors, legal representatives, and permitted assigns of the parties.
21. Force Majeure. Neither party must be considered in default in the performance of any obligation hereunder, except the obligation to make payment, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence, or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties must take all reasonable action to minimize the effects of any such event, occurrence, or condition.
22. Severability. If any provision of this Agreement is found invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, the remainder of this Agreement must continue in full force and effect.
23. Reservation of Rights. A delay or failure in enforcing any right or remedy afforded hereunder or by law must not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Agreement, whether of a like or different character.
24. Notices. Every notice and demand required under the terms of this Agreement must be in writing and must be sent by certified mail, return receipt requested, or by other means of delivery requiring a signed receipt, to the other party's address first set forth above. All notices are effective upon receipt. A party may change its address by giving written notice to the other party in accordance with this Article.
25. Amendment and Waiver. This Agreement may not be amended, supplemented, or waived except by a writing signed by the parties. The waiver of any particular right or claim must not constitute a waiver of any other right or claim. This Agreement may be extended to achieve additional goals of the County with the written consent of all parties.
26. No Joint Venture or Partnership. Nothing contained in this Agreement shall be construed to be or to create a joint venture or partnership between SCCS and Sheriff. The relationship of Sheriff to SCCS under this Agreement is that of an independent contractor and employees of Sheriff are not employees of SCCS by operation of this Contract.
27. Records. The parties agree to comply with the following as required by OAC chapter 5101:9-4-07(C)(10): Financial, programmatic, statistical, and recipient records and supporting documents must be retained for a minimum of three years after the submittal of the final expenditure report for the grant or as otherwise provided by any minimum retention requirements specified by applicable state or federal law. If any litigation, claim, negotiation, audit or other action involving the records has started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular three-year period, whichever is later.

28. Compliance. The parties agree to comply with all federal, state, and local laws, regulations, and ordinances applicable to this Contract.
29. 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.

Signatures appear on the following page.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date signed by the County Executive. Electronic signatures shall have the same legal effect as if handwritten.

SCCS

Approved as to Form and Legal Content:

By: _____
Name: Cassandra A. Holtzmann, JD, LPA
Executive Director

By: _____
Name: Catherine Van Horne
Deputy Director/General Counsel

SHERIFF OF SUMMIT COUNTY, OHIO

By: _____
Kandy Fatheree, Sheriff

COUNTY OF SUMMIT, OHIO

By: _____
Ilene Shapiro, Executive Date

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Brian Harnak, Director
Department of Law, Insurance and Risk Management

APPROVED AS TO FORM AND LEGAL CONTENT:

By: _____
Elliot Kolkovich
Summit County Prosecutor

Schedule A

Political Subdivision:

2,080 per year
 0.33333 per year
 1 per year

Summit Cty. Children Serv.
 Hours Full Time Deputies
 Deputy Vehicles
 Radios

7/1/2024 – 12/31/2024

Hourly Rate		Hours/ Amount		2024 Six Month Total
Deputies				
*\$ 81.10	x	1,040	=	\$ 84,344.00
Vehicle		Tot. Veh.		
\$ 15,617.50	x	0.33333	=	\$ 5,153.80
Radios		Tot. Radios		
\$ 120.00	x	1.0	=	\$ 120.00
		TOTAL		\$ 89,617.80
Monthly Payment				\$ 14,936.30

1/1/2025 – 6/30/2025

Hourly Rate	=	Hours/ Amount	=	2025 Six Month Total
Deputies				
*\$ 82.80	x	1,040	=	\$ 86,112.00
Vehicle		Tot. Veh.		
\$ 16,007.50	x	0.33333	=	\$ 5,335.86
Radios		Tot. Radios		
\$ 120.00	x	1.0	=	\$ 120.00
		TOTAL		\$ 91,567.86
Monthly Payment				\$ 15,261.31

Total 12 Month Contract	\$ 181,185.64
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*As may be adjusted as provided herein. Hourly Rate does not include holiday pay or overtime pay. Overtime pay is 1.5 times the hourly rate. Holiday pay is 2.5 times the hourly rate.

Schedule B

SPECIFIED DUTIES

- Support the Mission of SCCS which is the safety, permanency and well-being of all children served, in partnership with families and the community
- Assist in the investigation of allegations of child abuse and neglect
- Assist in the coordination of interviews with alleged perpetrators
- Assist in the coordination of interviews with alleged child victims, including any interviews involving the Akron Children's Hospital Care Center
- Support the reunifications efforts of SCCS
- Assist with any safety concerns relative to SCCS staff and its campus
- Coordinate with the SCCS Administration in all matters including but not limited to child welfare, safety, and law enforcement.
- Support SCCS' efforts to reduce Juvenile Rule 6 removals by law enforcement, planning for youth with acute behavioral concerns, and reducing systemic disparate outcomes
- Act as a liaison for SCCS to other law enforcement entities, including coordination of investigations, information gathering, and consultation relative to the Summit County Memorandum of Understanding to Address Child Abuse and Neglect
- Other duties as may be assigned by the SCCS Administration not inconsistent with the Agreement between SCCS and the Summit County Sheriff relative to policing and call answering