

AGREEMENT
between
THE COUNTY OF SUMMIT, OHIO
and
THE UNIVERSITY OF AKRON
concerning
OPOTA CERTIFIED TRAINING ACADEMY

This Agreement is made as of the date of the Executive's signature below and is between the County of Summit, Ohio (County), an Ohio charter county with its principal place of business at 175 S. Main Street, Akron, Ohio 44308, by its Executive, duly authorized by County Council Resolution No. 24- and on behalf of the Summit County Sheriff ("Sheriff"), and the University of Akron (University), an Ohio state university, through the University of Akron Police Academy, with its principal place of business in the Polsky Building, Akron, Ohio 44325 and duly authorized by the Dean of the Buchtel College of Arts and Sciences.

WHEREAS, the University wishes to utilize the services of an Ohio Peace Officer Training Certified (OPOTC) Commander and training facilities; and

WHEREAS, the County and the University recognize that, by sharing facilities, services and personnel, they can cost effectively provide training to cadets seeking Ohio Peace Officer Training Academy (OPOTA) certification; and

WHEREAS, it is necessary for the parties to execute an agreement setting forth each party's responsibilities in this endeavor;

NOW THEREFORE, the parties agree to the following terms and conditions:

1. Term and Termination: The term of this Agreement shall be for the Summer of 2024 through Spring of 2025 of the University academic year.
2. The University agrees to provide the following:
 - A. Classroom space with adequate heating, lighting, ventilation and restroom facilities, and cleaning services
 - B. Chalkboard and chalk or equivalent
 - C. Tables and chairs or desks with seating
 - D. Audio-visual equipment
 - E. A lectern, stand or table for the Instructor's use
 - F. Leased vehicles for driving training
 - G. Clerical support to meet the needs of the academy reporting guidelines and office supplies
 - H. Funds to pay for OPOTA Certified trainers which will be scheduled by

the Commander, who will be treated as part time university employees and whose compensation and benefits (if any) will be paid by the University

- I. Portable restroom facilities at the driving track
- J. Staff Parking passes.

3. The Sheriff agrees to provide:
 - A. OPOTC Commander who will ensure the necessary certified instructors are available when preparing the program calendar as well as when the courses actually occur, and to verify credentials of instructors
 - B. OPOTC approved firearms range
 - C. OPOTC approved driving track
4. Payment: The University agrees to pay to the Summit County Sheriff, \$20,000.00 for the use of an OPOTA Certified Commander and \$2,250.00 for the use of the firing range during the aforementioned term .
5. Tuition: The University will collect and retain all tuition monies paid by or on behalf of the cadets by the County. The amount to be paid by the County will not exceed \$150,000.00.
6. Liability Insurance: Both parties will have liability insurance sufficient to cover the activities of the program, but no less than \$1,000,000 per occurrence, \$3,000,000 in the aggregate.
7. Publicity: Any advertising or marketing pertaining to this agreement will identify both parties.
8. Governing Law: The terms of this Agreement are governed by the laws of the State of Ohio.
9. Entire Agreement: This Agreement constitutes the entire understanding of the parties and supersedes any prior understanding or agreements whether oral or written as to the subject matter of this agreement. The University retains the right to cancel or postpone the start of an Academy class if enrollment is less than necessary to maintain fiscal solvency of the program.
10. Non-Discrimination: The County, Sheriff and University agree that in the hiring of employees for the performance of their duties under this agreement, that none of the parties, or any person acting on a party's behalf, shall discriminate by reason of race, color, creed, sex, disability, military status, national origin, age or ancestry per section 4112.02 of the Ohio Revised Code, or gender identity and sexual orientation, as defined in Sections 101.02(f) and (r) in the Codified Ordinances of the County of

Summit. Parties agree to comply with all applicable federal, state, and local laws, orders, rules, and regulations.

11. Equal Opportunity Employer: The County, Sheriff and University 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.

Intending to be legally bound, the parties have entered into this Agreement as of the date of the Executive's signature below. Electronic signatures shall have the same legal effect as handwritten signatures.

UNIVERSITY OF AKRON

COUNTY OF SUMMIT

By: Dr. Mitchell S. McKinney
Title: Dean, Buchtel College of Arts and
Science

Ilene Shapiro, County Executive Date

Summit County Sheriff

Kandy Fatheree, Sheriff

Approved as to Form:

Approved as to Form:

Office of General Counsel
University of Akron

Brian Harnak, Director of Law and Risk
Management