

RESOLUTION NO. 2009-330

SPONSOR Mr. Pry

DATE September 14, 2009

COMMITTEE Public Safety

**A Resolution authorizing the County Executive to execute a policing agreement with the Akron Metropolitan Housing Authority ("AMHA"), to provide four Sheriff's Deputies and three vehicles for the 30-month period from 7/1/09 through 12/31/11, for the total amount of \$955,570.50, for the Sheriff, and declaring an emergency.**

WHEREAS, this Council previously adopted Resolution No. 2008-335, which authorized the County Executive to enter into a policing contract with AMHA to provide three Sheriff's Deputies, for a six-month term, from 7/1/08 through 12/31/08, for the amount of \$135,804.24; and

WHEREAS, the aforementioned agreement expired on 12/31/08, and has continued month-to-month; and

WHEREAS, AMHA has requested that the County Executive execute a new month-to-month agreement to provide four Sheriff's Deputies and three vehicles, for a 30-month period commencing 7/1/09 through 12/31/11; and

WHEREAS, AMHA has agreed to pay the County the amount of \$30,284.91 per month for total of \$181,709.50, from 7/1/09 to 12/31/09, and \$31,567.83 per month, for a total of \$378,814.00 for the period 1/1/10 to 12/31/10, and \$32,920.58 per month for total of \$395,047.00 for the period 1/1/11 to 12/31/11; and

WHEREAS, this Council has determined by reviewing all pertinent information that 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 policing contract with AMHA to provide four full time Sheriff's Deputies and three vehicles, for a 30-month term from 7/1/09 through 12/31/11, for the total amount of \$955,570.50 during the 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 providing necessary policing to AMHA.

RESOLUTION NO. 2009-330

PAGE TWO

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.

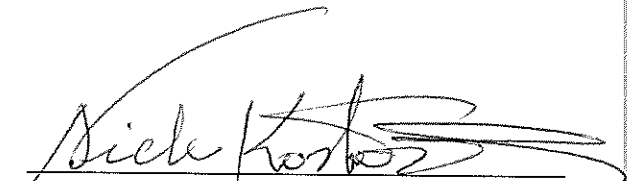
SECTION 4

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 August 24, 2009

ADOPTED September 14, 2009

  
CLERK OF COUNCIL

  
PRESIDENT OF COUNCIL

APPROVED September 15, 2009

  
EXECUTIVE

ENACTED EFFECTIVE September 15, 2009

Voice Vote: 10-0 YES: Comunale, Crawford, Crossland, Feeman, Kostandaras Poda, Prentice, Rodgers, Schmidt, Smith ABSENT: Shapiro

**POLICING CONTRACT**  
(AMHA Regular Patrol)

**THIS POLICING CONTRACT** (hereafter "Contract") is made and entered into as of the date signed by the County Executive by and amongst the **Akron Metropolitan Housing Authority** (hereinafter "AMHA"), with its office located at 100 W. Cedar St. Akron, Ohio 44307, 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**, AMHA 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 AMHA 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 AMHA with Deputy Sheriffs (hereafter "Deputies") to provide policing services (hereafter "Services") as follows:

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

**Three (3) Deputies**

**One (1) Deputy starting 7/1/09**

(b) Deputies will be scheduled by the Sheriff to provide AMHA with Services for **Twenty (20) Eight (8) Hour Shifts per week**, 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 AMHA. 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 AMHA.

2. Equipment. The Sheriff will provide the Deputies with **Three (3) Vehicles Total (all vehicles for 1 shift)**, equipment and supplies, including any and all maintenance as necessary, to perform the Services provided hereunder.

3. Term. The term of this Contract is **month-to-month** commencing on **July 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 **or if AMHA funding is not available**. 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 under the same terms and conditions 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:** \*\$955,570.50  
**(for 30 months)**

(includes radios)

\*As may be adjusted as provided herein.

(b) AMHA 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, AMHA'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 AMHA 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 AMHA 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) AMHA 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 AMHA at no additional cost; however, if a float Deputy is not available, then AMHA must pay the hourly salary plus benefits for the full-time Deputy provided to AMHA. 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 AMHA to the County within 30 days of incurring such costs.

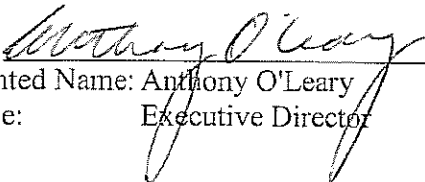
(f) Payment shall be sent to: - Policing Rotary Fund  
c/o Summit County Sheriff's Office  
53 University Avenue  
Akron, Ohio 44308

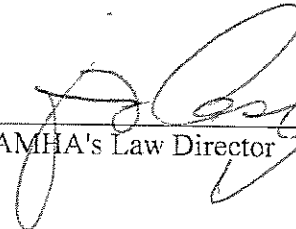
5. Additional Deputies. Upon mutual written consent of all the parties, the number of Deputies provided under this Contract may be increased. AMHA shall provide the County and Sheriff with at least sixty (60) days prior notice of such request. AMHA acknowledges and agrees that payments due hereunder 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 AMHA 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 AMHA as provided pursuant to this Contract unless public safety is at risk.
7. Duties and Qualifications. The Deputies assigned to AMHA 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 AMHA. AMHA 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. AMHA is not provided insurance coverage under the County's insurance policy and AMHA must provide for its own insurance policy or self-insurance coverage.
9. Default. If AMHA fails to make any payments due hereunder or fails to abide by the terms of this Contract, then AMHA shall be in default. The County or Sheriff shall provide notice of such default and if AMHA 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 AMHA.
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 signed by the County Executive.


**AKRON METROPOLITAN HOUSING AUTHORITY**

Approved as to Correctness and Form:

By:   
Printed Name: Anthony O'Leary  
Title: Executive Director


By:   
AMHA's Law Director

**SHERIFF OF SUMMIT COUNTY, OHIO**

By:   
Drew Alexander  
Sheriff, County of Summit, Ohio


**COUNTY OF SUMMIT, OHIO**

By: \_\_\_\_\_  
Russell M. Pry  
Executive, County of Summit, Ohio

Date: 

Approved as to Correctness and Form:

By: \_\_\_\_\_  
Richard E. Dobbins, Director  
Department of Law



09 - 330

Schedule A

<u>AMHA</u>	Regular Patrol		Month-to-Month July 1, 2009 - December 31, 2011 3 Deputies 1 Deputy starting 7/1/09 3 Vehicles 1/3 (1 shift) 3 Radios 1 Radio starting 7/1/09
<u>Year</u>	<u>Salaries (per Deputy)</u>		
2009	\$86,104 7/1/09-12/31/09 X 3 Deputies /2 =		\$129,156
	\$86,104 Additional deputy starting 7/1/09-12/31/09 ½ yr		\$ 43,052
	<u>Vehicle</u>		
	\$14,722 / 3 (1/3 Shift) = \$4,907.33 per shift 7/1/09-12/31/09		\$ 7,361
	<u>Radios</u>		
	\$144 X 4 (7/1/09-12/31/09)=		\$ 288
	Dispatch ½ 3,705 (7/1/09-12/31/09) =		\$ 1,852.50
			<b>\$181,709.50 /6 = \$30,284.91</b>
			<b>per month</b>
<u>Year</u>	<u>Salaries (per Deputy)</u>		
2010	\$89,590 X 4 Deputies =		\$358,360
	<u>Vehicle</u>		
	\$16,062 / 3 (1/3 Shift) = \$5,354 per shift X 3 Vehicles =		\$16,062
	<u>Radios</u>		
	\$144 X 4 Deputies =		\$ 576
	Dispatch 3,816		\$ 3,816
			<b>\$378,814/12 = \$31,567.83</b>
			<b>per month</b>
2011	<u>Salaries (per Deputy)</u>		
	\$93,252 X 4 Deputies =		\$373,008
	<u>Vehicle</u>		
	\$17,532 / 3 (1/3 Shift) = \$5,844 per shift X 3 Vehicles =		\$ 17,532
	<u>Radios</u>		
	\$144 X 4 Deputies =		\$ 576
	Dispatch 3,931		\$ 3,931
			<b>\$ 395,047/12 = \$32,920.58</b>
			<b>per month</b>
	<b>Total:</b>		<b>*\$955,570.50</b>

\*As may be adjusted as provided herein.