

EXHIBIT A **15-008**
POLICING CONTRACT

THIS POLICING CONTRACT (hereafter "Contract") is made and entered into as of the date signed by the County Executive by and amongst **Akron-Canton Regional Airport Authority Board** (hereinafter "Regional Airport") with its office located at 5400 Lauby Road, NW, North Canton, Ohio 44720, the County of Summit, Ohio, by the County Executive (hereafter "County"), as duly authorized by County Council Resolution No. _____, enacted on _____, 201_ 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 Regional Airport 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 Regional Airport 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 Regional Airport with Deputy Sheriffs (hereafter "Deputies") to provide policing services (hereafter "Services") as follows:

- (a) The Total number of Deputy/Sergeant hours provided to the Regional Airport during each year of the term of this Contract will be **19,820.98 Deputy/Sergeant hours**. All of the above shall be collectively referred to as the "Deputies".
- (b) Deputies will be scheduled by the Sheriff to provide the Regional Airport 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 Regional Airport. 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 Regional Airport.

2. Equipment. The Sheriff will provide the Deputies/Sergeants with **1.22 vehicle(s)**, equipment, **10.50 radios**, and supplies, including any and all maintenance as necessary, to perform the Services provided hereunder.

3. Term.

- (a) The term of this Contract is for **Three (3) years** commencing on **January 1, 2015** and terminating at midnight on **December 31, 2017** ("Termination Date"). This Contract can be renewed for two additional terms of three years each on the same terms and conditions, except as to the Amount that Regional Airport must pay for the renewal terms as set forth in section 4 below. The form of the renewal is set forth in Exhibit 1.
- (b) 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, except the term shall be on a month-to-month basis until either party terminates the

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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 vehicles are estimated as follows:
See Schedule A and B attached hereto and incorporated herein by reference.

Three Year Base Contract ("Amount"): *3,674,376.20

*As may be adjusted as provided herein under subsection (d) and (e).

(b) The Amount includes the aggregate annual salaries of all the Deputies providing Services and the vehicle and equipment costs as well as the services of one supervisor, 24 hours a day 7 days a week. The Amount is then adjusted per section (e) below, and 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 increases as a result of changes to the terms of the collective bargaining agreement (including but not limited to salary increases, insurance increases and other adjustments) then the amount set forth above may also be adjusted upon 30 days notice to the Regional Airport. In addition to the Payment, a surcharge may be charged, upon 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 the Regional Airport 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 Deputies salaries (without over-time pay), equipment costs, hospitalization, employer's share of the pension contribution and Workers' Compensation for the Deputies assigned to patrol the Regional Airport 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 in paragraph 2 for use under this Contract. Additionally, the Payment covers administrative and clerical costs, investigative services of the Detective Bureau (including, but not limited to computer forensics unit, and sex offender 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, 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, and Senior Watch Program.

(d) 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 Regional Airport to the County within 30 days of incurring such costs.

(e) The parties acknowledge that the amount of the contract for year one represents a 28.40% increase over the amount of the prior contract. Pursuant to Schedule B, attached hereto, the Regional Airport shall receive a rate smoothing credit in the amount that it pays each year which will

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spread the increase out gradually over the initial term plus the renewal terms under the following terms and conditions:

- (1) It is understood that annual rate smoothing credits will be divided into 12 monthly credits and applied against the monthly amount as set forth in Schedule A. It is further understood that all monthly smoothing credits used by the Regional Airport are intended to be repaid by the Regional Airport over the life of the Contract and its renewal agreements or upon termination as set forth in schedule B.
- (2) The Regional Airport cannot terminate this Contract during the initial term. If, at the end of the initial term the Regional Airport does not intend to renew the Contract, it must give the Sheriff and the County a 90 day notice, and it must pay the accumulated rate smoothing credits due the County as set forth in Schedule B and labelled as "Lump Sum Due w/o Renewal" by December 31, 2017.
- (3) If the Regional Airport renews the Contract for a second three year term, the credit shall continue each year of the term as set forth in Schedule B and labelled as "Renewal 1". If the Regional Airport does not intend to exercise the third renewal, it must give the Sheriff and the County a 90 day notice, and must pay the accumulated rate smoothing credits due the County as set forth in Schedule B and labelled as "Lump Sum Due w/o Final Renewal" by December 31, 2020.

(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 Regional Airport shall provide the County and Sheriff with at least sixty (60) days prior notice of such request. The Regional Airport 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 Regional Airport 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 the Regional Airport as provided pursuant to this Contract unless public safety is at risk.
7. Duties and Qualifications. The Deputies assigned to the Regional Airport 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 Regional Airport. The Regional Airport 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 Regional Airport is not provided insurance coverage under the County's insurance policy and the Regional Airport must provide for its own insurance policy or self-insurance coverage. The Regional Airport 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.

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9. Default. If the Regional Airport fails to make any payments due hereunder or fails to abide by the terms of this Contract, then the Regional Airport shall be in default. The County or Sheriff shall provide notice of such default and if the Regional Airport 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 Regional Airport, including any accumulated monthly rate smoothing credits used by the Regional Airport attributed to any renewal term or portion thereof.

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.

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IN WITNESS WHEREOF, the parties have executed this Contract as of the date written above.

AKRON-CANTON REGIONAL AIRPORT

By: _____
Printed Name: _____
Title: President and CEO

SHERIFF OF SUMMIT COUNTY, OHIO

By: _____
Steve Barry, Sheriff

COUNTY OF SUMMIT, OHIO

By: _____
Russell M. Pry, Executive Date

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Deborah S. Matz, Director
Department of Law, Insurance and Risk Management

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Schedule A

Akron-Canton Regional Airport Three Years, 17,520 Hours Full Time Deputies
2,300.98 Pro-rate Sergeant, 1 Deputy Vehicles
.22 Sergeant vehicle, 10.50 Radios, Dispatch

<u>Year</u>	<u>Salaries /Coverage hours</u>	=	<u>Annual</u>
2015	\$58.20 x 17,520.00 hours	=	\$1,019,664.00
	<u>Sergeant</u>		
	\$60.85 x 2,300.98 hours	=	\$ 140,014.63
	<u>Vehicle</u>		
	\$14,668.00 x <u>Total Vehicles</u>	=	\$ 14,668.00
	<u>Vehicle Sgt prorated</u>		
	\$27,334.00 x <u>Total Vehicles</u>	=	\$ 6,013.48
	<u>Radios</u>		
	144.00 per Radio x <u>Total Radios</u>	=	\$ 1,512.00
	<u>Dispatch</u>		<u>\$ 12,890.22</u>
	TOTAL		\$1,194,762.14
	RATE SMOOTHING CREDIT		<u>(\$ 200,000.00)</u>
	ADJ. TOTAL		<u>\$994,762.14/12=\$82,896.84</u>
			Monthly amount
<u>Year</u>	<u>Salaries /Coverage hours</u>		<u>Annual</u>
2016	\$59.74 x 17,520.00 hours	=	\$1,046,644.80
	<u>Sergeant</u>		
	\$62.30 x 2,300.98 hours	=	\$ 143,351.05
	<u>Vehicle</u>		
	\$14,668.00 x <u>Total Vehicles</u>	=	\$ 14,668.00
	<u>Vehicle Sgt prorated</u>		
	\$27,334.00 x <u>Total Vehicles</u>	=	\$ 6,013.48
	<u>Radios</u>		
	144.00 per Radio x <u>Total Radios</u>	=	\$ 1,521.00
	<u>Dispatch</u>		<u>\$ 12,890.22</u>
	TOTAL		\$1,225,079.36
	RATE SMOOTHING CREDIT		<u>(\$ 162,000.00)</u>
	ADJ. TOTAL		<u>\$1,063,079.36/12=\$88,589.94</u>
			Monthly amount

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<u>Year</u>	<u>Salaries /Coverage hours</u>		<u>Annual</u>
2017	\$61.24	x 17,520.00 hours =	\$1,072,924.80
	<u>Sergeant</u>		
	\$63.68	x 2,300.98 hours =	\$ 146,526.41
	<u>Vehicle</u>	<u>Total Vehicles</u>	
	\$14,668.00	x 1 =	\$ 14,668.00
	<u>Vehicle Sgt prorated</u>	<u>Total Vehicles</u>	
	\$27,334.00	x .22 =	\$ 6,013.48
	<u>Radios</u>	<u>Total Radios</u>	
	144.00 per Radio x	10.50 =	\$ 1,512.00
	<u>Dispatch</u>		\$ 12,890.22
	TOTAL		\$1,254,534.71
	RATE SMOOTHING CREDIT		<u>(\$ 120,000.00)</u>
	ADJ.TOTAL		\$1,134,534.71/12=\$94,544.56
			Monthly amount
Total Amount of Contract			<u>\$3,674,376.20</u>
Adjusted Total per Schedule B			<u>\$3,192,376.20</u>

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Akron Canton Airport					
Police Rotary Patrol Contract					
9 Year Extended Rate Structure					
Year	Calculated Contract Rate	% Inc	Rate Smoothing Credit	Adjusted Contract Rate	Adjusted % Inc
2014 (Current)	\$ 930,476.96				
Base Contract					
2015	\$ 1,194,762.14	28.40%	(200,000.00)	994,762.14	6.91%
2016	1,225,079.36	2.54%	(162,000.00)	1,063,079.36	6.87%
2017	1,254,534.71	2.40%	(120,000.00)	1,134,534.71	6.72%
Total 3 Year Base	3,674,376.20		(482,000.00)	3,192,376.20	
Lump Sum Due w/o Renewal				482,000.00	
Total 3 Year Base w/o Renewal	3,674,376.20			3,674,376.20	
Renewal 1 (Estimated)					
2018	1,282,761.74	2.25%	(70,000.00)	1,212,761.74	6.90%
2019	1,311,623.88	2.25%	(15,000.00)	1,296,623.88	6.91%
2020	1,341,135.42	2.25%	45,000.00	1,386,135.42	6.90%
Total 3 Year Base	3,935,521.04		(40,000.00)	3,895,521.04	
Lump Sum Due w/o Renewal				522,000.00	
Total 3 Year Base	3,935,521.04			4,417,521.04	
Renewal 2 (Estimated)					
2021	1,371,310.96	2.25%	110,000.00	1,481,310.96	6.87%
2022	1,402,165.46	2.25%	180,000.00	1,582,165.46	6.81%
2023	1,433,714.18	2.25%	232,000.00	1,665,714.18	5.28%
Total 3 Year Base	4,207,190.61		522,000.00	4,729,190.61	
Lump Sum Due w/o Renewal				-	
Total 3 Year Base	4,207,190.61			4,729,190.61	

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Exhibit 1

POLICING CONTRACT
RENEWAL

THIS POLICING CONTRACT RENEWAL (hereafter "Contract") is made and entered into as of the date signed by the County Executive by and amongst **Akron-Canton Regional Airport Authority Board** (hereinafter "Regional Airport") with its office located at 5400 Lauby Road, NW, North Canton, Ohio 44720, the County of Summit, Ohio, by the County Executive (hereafter "County"), as duly authorized by County Council Resolution No. _____, enacted on _____, 201_ 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.

WHEREAS, the parties entered into a Policing Contract on _____, which contract provided for two – three year renewals; and

WHEREAS, the Regional Airport desires to exercise the ____ renewal of the Policing Contract entered into on _____ with the Sheriff and County; and

WHEREAS, the Sheriff and County agree to continue to provide policing services to the Regional Airport in accordance with the terms of the original Contract as renewed hereby.

THEREFORE, in consideration of the covenants and promises made herein, the parties agree as follows:

1. Renewal Term: The Contract is renewed for term of three years commencing on _____ and will terminating at midnight on _____ ("Termination Date").

2. Payment.

(a) During the Renewal Term of this Agreement, the costs for salaries and vehicle costs are estimated as follows:

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

Total Amount of Contract Renewal ("Amount"): ***\$\$\$\$\$\$\$\$\$\$\$\$\$**

*As may be adjusted as provided herein.

3. All other terms and conditions of the Contract entered into between the parties on _____ (original Contract date) shall continue in full force and effect.

Signatures appear on the following page.

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IN WITNESS WHEREOF, the parties have executed this Policing Contract Renewal as of the date written above.

AKRON-CANONT REGIONAL AIRPORT

By: _____
Name:
Title: President and CEO

SHERIFF OF SUMMIT COUNTY, OHIO

By: _____
Steve Barry, Sheriff

COUNTY OF SUMMIT, OHIO

By: _____
Russell M. Pry, Executive Date

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Deborah S. Matz, Director
Department of Law, Insurance and Risk Management