

**POLICING CONTRACT**

**THIS POLICING CONTRACT** ("Contract") is entered into as of the date signed by the County Executive amongst **Northfield Center Township** ("Political Subdivision") with its office located at 9546 Brandywine Rd., Northfield Center Township, Ohio 44607-2408, the County of Summit, Ohio, by the County Executive ("County"), with its offices located at 175 South Main Street, Akron, Ohio 44308 as duly authorized by County Council Resolution No. 2023-313, and the Sheriff of Summit County, Ohio ("Sheriff") with the office located at 53 University Avenue, Akron, Ohio 44308.

**WITNESSETH:**

**WHEREAS**, the Political Subdivision desires to obtain policing services, as further described herein, through the Sheriff and County; and

**WHEREAS**, the Sheriff and County shall provide such policing services to the Political Subdivision 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 Political Subdivision with Deputy Sheriffs ("Deputies") to provide policing services ("Services") as follows:

- (a) The Total number of Deputy/Sergeant hours provided to the Political Subdivision during the term of this Contract are set forth in Schedule A, attached hereto. All of the above shall be collectively referred to as "Deputies".
- (b) Deputies will be scheduled by the Sheriff to provide the Political Subdivision with Services on a 24 hour per day, seven days per week schedule as may be adjusted if necessary by the Sheriff or her designee.
- (c) The Deputies time shall be entirely devoted to patrolling within the geographic boundaries of the Political Subdivision. The Deputies will not perform any job duties which are outside the scope of their employment as Deputies. However, the Deputies may engage in additional duties at the request of the Trustees of the Political Subdivision, as approved and directed by the Sheriff or her designee.
- (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 the same police powers, including but not limited to, Ohio Revised Code §§ 311.04 and .07, and all other law enforcement rights granted to the Political Subdivision.

2. Equipment. The Sheriff will provide the Deputies/Sergeants with the number of vehicles and radios listed in Schedule A, as well as the usual equipment and supplies, including any and all maintenance as necessary, to perform the Services provided hereunder. Deputies shall wear body cameras at all times that they are on duty in the Political Subdivision, 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 the Political Subdivision. Upon implementation of the body camera program within the Political Subdivision, if the Sheriff determines that an additional staff member is necessary for records management, the Political

Subdivision 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 **three (3) years** commencing on **January 1, 2024**, and will terminate at midnight on **December 31, 2026** ("Termination Date") unless earlier terminated as set forth in Paragraph 9 or Paragraph 3(b) herein.

(b) If a party wants to terminate the 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. Said termination shall be effective on the 90<sup>th</sup> day following the receipt of the notice by the receiving party.

(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 Contract, the costs for salaries, equipment (including cameras) and vehicle costs are estimated as follows:

See Schedule A attached hereto and incorporated herein by reference.

**Total Amount of Contract \* \$ 2,886,526.22**

\*As may be adjusted as provided herein.

(b) The Amount includes the aggregate annual salaries of all the Deputies providing Services and the vehicle, camera and other equipment costs as well as the services of one supervisor 24 hours a day 7 days a week. The Amount is then divided into equal monthly installments and must be paid without any right of setoff. The monthly amount ("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 salary increases, arbitration awards, court orders, insurance increases and other adjustments, then the amount set forth above may also be adjusted upon thirty (30) days notice to the Political Subdivision. 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 the Political Subdivision around December 31st of each contract 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 (which is the regular salary and no over-time pay), equipment costs including maintenance and storage related to body cameras,

hospitalization, employer's share of the pension contribution and Workers' Compensation for the Deputies assigned to patrol the Political Subdivision 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. The payment also covers the cost of dispatch services to the Political Subdivision. Costs for dispatch services for years 2025 and 2026 are estimates. Costs are to be set by the Summit Area Regional Council of Governments, but are not to exceed (nte) an annual increase of five percent (5%).

(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 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 the Political Subdivision to the County within 30 days of being invoiced by the Sheriff for 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. The Political Subdivision shall provide the County and Sheriff with at least sixty (60) days prior notice of such request. The Political Subdivision 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 Political Subdivision if an emergency presents the need for such temporary assignment. Personnel related matters such as vacation or illness shall not constitute an emergency under this Contract and shall not affect the Sheriff's obligation to provide the level of Services to the Political Subdivision as provided pursuant to this Contract unless public safety is at risk.
7. Duties and Qualifications. The Deputies assigned to the Political Subdivision 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 Political Subdivision. The Political Subdivision 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 Political Subdivision is not provided insurance coverage under the County's insurance policy and the Political Subdivision must provide for its own insurance policy or self-insurance coverage. The County 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.

9. Default. If the Political Subdivision fails to make any payments due hereunder or fails to abide by the terms of this Contract, then the Political Subdivision shall be in default. The County or Sheriff shall provide notice of such default to the Political Subdivision at the address set forth above, and if the Political Subdivision 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 Political Subdivision.
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.

Signatures appear on the following page.

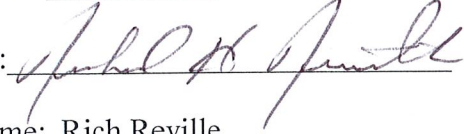
IN WITNESS WHEREOF, the parties have executed this Contract as of the signed by the County Executive.

**POLITICAL SUBDIVISION**

By: 

Name: Rick Patz

Title: Trustee Chair

By: 

Name: Rich Reville

Title: Trustee Vice-Chair

By: 

Name: Russ Mazzola

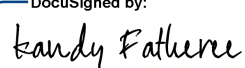
Title: Trustee

**Approved as to correctness and Form:**

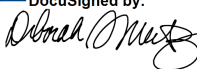
By: \_\_\_\_\_

Attorney's Name \_\_\_\_\_

**SHERIFF OF SUMMIT COUNTY, OHIO**

DocuSigned by:  
By:   
F511AA3CB0AF449...  
Kandy Fatheree, Sheriff

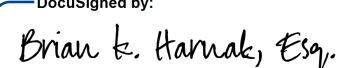
**COUNTY OF SUMMIT, OHIO**

DocuSigned by:  
By:   
47E8A231A9884DF...  
for Ilene Shapiro, Executive

1/10/2024 | 8:09 AM EST

Date

**APPROVED AS TO CORRECTNESS AND FORM:**

DocuSigned by:  
By:   
9AAECC3EDB594B6...  
for Deborah S. Matz, Director  
Department of Law, Insurance and Risk Management

Schedule A

Political Subdivision:

	Northfield Center Township
8760	Hours Full Time Deputies
0	Hours Direct Indictment
1332.42	Pro-rated Sergeant
1	Deputy Vehicles
0.12	Sergeant Vehicle
6	Radios
6	Body Cameras
✓	Dispatch

## Year 2024

Salaries/Coverage		Hours/ Amount		Annual
<b>Deputies</b>				
\$ 81.10	x	8760	=	\$ 710,436.00
<b>Direct Indictment Ofc.</b>				
0	x	N/A	=	\$ -
<b>Sergeant</b>				
\$ 87.65	x	1332.42	=	\$ 116,786.61
<b>Vehicle</b>		Tot. Veh.		
\$ 31,234.51	x	1	=	\$ 31,234.51
<b>Prorated Sgt. Veh.</b>		Tot. Veh.		
\$ 31,234.51	x	0.12	=	\$ 3,748.14
<b>Radios</b>		Tot. Radios		
\$ 240.00	x	6	=	\$ 1,440.00
<b>Dispatch COG</b>				
\$ 73,920.00				\$ 73,920.00
		<b>TOTAL</b>		\$ 937,565.26
<b>2023 Contract</b>		\$ 828,908.74		
<b>Smoothing Rate &amp; Amt</b>		13.11%		\$ (108,656.52)
		<b>ADJUSTED TOTAL</b>		\$ 828,908.74
<b>Monthly Payment**</b>				\$ 69,075.73

## Year 2025

Salaries/Coverage	=	Hours/ Amount	=	Annual
<b>Deputies</b>				
\$ 82.80	x	8760	=	\$ 725,328.00
<b>Direct Indictment Ofc.</b>				
0	x	N/A	=	\$ -
<b>Sergeant</b>				
\$ 92.43	x	1332.42	=	\$ 123,155.58
<b>Vehicle</b>		Tot. Veh.		
\$ 32,015.37	x	1	=	\$ 32,015.37
<b>Prorated Sgt. Veh.</b>		Tot. Veh.		
\$ 32,015.37	x	0.12	=	\$ 3,841.84
<b>Radios</b>		Tot. Radios		
\$ 240.00	x	6	=	\$ 1,440.00
<b>Dispatch COG* (nte)</b>				
\$ 77,616.00			=	\$ 77,616.00
		<b>TOTAL</b>		\$ <b>963,396.80</b>
<b>Smoothing Rate &amp; Amt</b>		5.64%		\$ 54,328.26
<b>(50% of '24 Reduction)</b>				
		<b>ADJUSTED TOTAL</b>		\$ <b>1,017,725.06</b>
<b>Monthly Payment**</b>				\$ <b>84,810.42</b>



## Year 2026

Salaries/Coverage		Hours/ Amount		Annual
<b>Deputies</b>				
\$ 84.23	x	8760	=	\$ 737,854.80
<b>Direct Indictment Ofc.</b>				
0	x	N/A	=	\$ -
<b>Sergeant</b>				
\$ 96.08	x	1332.42	=	\$ 128,018.91
<b>Vehicle</b>		Tot. Veh.		
\$ 32,815.75	x	1	=	\$ 32,815.75
<b>Prorated Sgt. Veh.</b>		Tot. Veh.		
\$ 32,815.75	x	0.12	=	\$ 3,937.89
<b>Radios</b>		Tot. Radios		
\$ 240.00	x	6	=	\$ 1,440.00
<b>Dispatch COG* (nte)</b>				
\$ 81,496.80				\$ 81,496.80
		<b>TOTAL</b>		\$ <b>985,564.15</b>
<b>Smoothing Rate &amp; Amt</b>		5.51%		\$ 54,328.26
<b>(50% of '24 Reduction)</b>				
		<b>ADJUSTED TOTAL</b>		\$ <b>1,039,892.42</b>
<b>Monthly Payment**</b>				\$ <b>86,657.70</b>

**Estimated Total for 3  
Years**

\* \$ **2,886,526.22**

\*As may be adjusted as provided herein.

\*\* For the purpose of even monthly payments, County accepts timely monthly payments as payment in full, noting the slight difference between the Adjusted Totals and cumulative Monthly Payments.