

CONTRACT TO PROVIDE POLICE SERVICES

This Contract to Provide Police Services (Contract) is made and entered into on the date signed by the Springfield Township Board of Trustees by and between the Village of Lakemore, Ohio (Lakemore) and the Springfield Township Board of Trustees (Springfield Township), Summit County, Ohio. The Contract is duly authorized by Resolution No. _____, enacted on May 14, 2009 by Springfield Township, Township Hall being located at 2459 Canfield Road, Akron, Ohio 44312, and by the Mayor of Lakemore, his office being located at 1400 Main Street, Lakemore, Ohio 44250, as duly authorized by Lakemore Ordinance No. _____, enacted by Lakemore Village Council on May 18, 2009.

WITNESSETH:

WHEREAS, Lakemore desires to obtain policing services from Springfield Township; and

WHEREAS, Springfield Township shall provide such policing services to Lakemore in accordance with the terms set forth in this Contract.

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

1. Contract Term:

- a. The period of the Contract during which law enforcement services will be provided by Springfield to Lakemore will commence on July 15, 2009 and terminates on July 14, 2010, subject to renewal upon terms agreed upon thereafter by both parties.
- b. Absent agreement to extend this contract beyond the initial term, the provision for services shall continue upon the same terms except as follows:
 - i. Payment by Lakemore to Springfield Township shall be subject to adjustment based upon the actual cost of the services using the formula set forth in paragraph 4 below; but, not to exceed an increase of 6% from one year to the next; and
 - ii. Either party can terminate the contract for services at any point upon six (6) months prior notice, or by mutual written consent of the parties.
- c. A transition period commences June 1, 2009; during which full-time Lakemore officers considered for employment by Springfield can be provided training by Springfield during hours of employment by Lakemore. Assignment for such training will be by joint agreement between the Chiefs of Police for Springfield and Lakemore. During such period, the Lakemore officers will remain on the payroll for Lakemore.

2. Services:

Services to be provided by Springfield Police for Lakemore, shall include:

- a. One officer will patrol and provide police protection to Lakemore in an adequately equipped and maintained police cruiser provided by Lakemore, 24 hours/7 days/week, within the Lakemore corporate limits, except for a regular shift change, or if required for back-up of other units, including mutual aid.
- b. One officer will patrol and provide police protection to Springfield High School, during school hours, in an adequately equipped and maintained police cruiser, provided by Lakemore.
- c. The handling of all complaints or concerns regarding issues of transition relating to this Contract and handling of complaints or concerns raised by Lakemore residents will be handled by a Captain level officer.
- d. Springfield Township will provide 40 hrs/week of clerical support for police operations to benefit both Lakemore and other areas of Springfield Township, in addition to the level of clerical support presently existing within the Springfield Township Police Department.
- e. Springfield Township will provide Lakemore with full police support and protection in the same manner that it provides such services to all areas of Springfield Township
- f. Residents of Lakemore will receive courteous and professional treatment by the officers assigned for duty there in the same manner as provided to residents of Springfield Township.
- g. Officer assigned to Lakemore will be granted the right to exercise all of the same police powers and all other law enforcement rights granted to the Village of Lakemore.

3. Lakemore Police Personnel:

- a. Full-time Lakemore Village officers employed as of the date of this agreement will be given consideration for employment by Springfield Township. All full-time police officers employed by Lakemore as of the date of this Contract will at a minimum receive part-time employment with Springfield Township, conditioned on said officers meeting the requirements and standards for employment as determined by the Springfield Township Chief of Police. Provided that they meet such requirements and standards, four of such full-time Lakemore officers will receive appointment on a probationary basis as full-time officers for Springfield.
- b. Lakemore officers hired by Springfield will have seniority as new hires as provided by the Collective Bargaining Agreement between Springfield Township and the Fraternal Order of Police.
- c. Any sick leave or vacation time accumulated by any Lakemore officers hired pursuant to this Contract shall be administered and/or disposed of as follows:
 - i. Any accumulated but, unused holiday or vacation pay shall be paid by Lakemore upon termination of employment and no credit shall be payable by Springfield Township.

- ii. Accumulated sick leave for Lakemore employment shall be paid by Lakemore, or it shall be carried on the books of Lakemore as a liability, to be paid by Lakemore at the current rate of pay for the affected officer, as it is used during the period of employment at Springfield Township. Sick time accumulated by reason of Lakemore employment shall be used first by the employee, before using sick time accumulated by reason of employment with Springfield Township.

4. Payment and other obligations of Lakemore:

- a. Payment for services rendered pursuant to this Contract shall be made by Lakemore each month, on or before the 15th of the month, in advance. Monthly payments shall be one-twelfth (1/12) of actual cost of providing services, based upon the formula set forth in Exhibit "A", attached hereto and incorporated herein.
- b. In addition to the payments described in paragraph 4(a) above, Lakemore shall also be responsible to pay Springfield Township for the following:
 - 1. Any increase in dispatch costs incurred by Springfield Township by reason of increased call volume;
 - 2. Overtime incurred by reason of the work or absence from work of officers assigned to Lakemore;
 - 3. Cost of additional weapons, equipment, and training for newly hired officers provided under this contract, to achieve uniformity with other Springfield officers;
 - 4. Any unemployment compensation taxes or contributions attributable to the officers assigned to Lakemore.
 - 5. Costs for any computer equipment required for vehicles assigned to Lakemore.
 - 6. Liability insurance premiums attributable to new officers beginning March, 2010.
 - 7. Costs incurred in the hiring process required by the Springfield Township Chief of Police for new officers provided under this contract.
 - 8. These costs described above will be tracked by the Springfield Township Police Chief to be reported to the review committee provided for in paragraph 6 of this Contract, and reported to the Lakemore Fiscal Officer for payment in the month following the expenditure.
- c. During the first year of this Contract, Lakemore's payment shall include 100% of the cost of compensation paid to the Captain referred to in paragraph 2(C). Thereafter, Lakemore's payment for compensation shall be based on this formula: 85% of the cost in the second year; 70% in the third year; 60% in the fourth year; and 50% in the fifth and subsequent years thereafter.
- d. Any monies received by Springfield Township from stimulus grants, school resource officer grants, other state or federal grant programs, or from Springfield schools awarded or received, specifically to defray

expenses for officers or equipment required to provide police services to Lakemore shall be credited toward Lakemore's obligation pursuant to this Contract.

- e. Lakemore will provide and maintain:
 - i. two police cruisers including fuel, to be dedicated for use by officers assigned to duty in Lakemore; and
 - ii. one vehicle including fuel for use of the Captain assigned as liaison to Lakemore.
 - iii. The cruisers provided will continue to display the Lakemore Police Department signage, at least for the first Contract term.
 - iv. One cruiser will be equipped by Lakemore with a MDT (Mobile Data Terminal), cost estimated at \$5,000.00, with service at \$85.00/month. Lakemore will also provide and maintain the service on two cellular telephones.
- f. If Springfield is required to terminate or lay off Springfield employees due to termination or non-renewal of the contract by either party, then Lakemore will pay the unemployment compensation expenses incurred by Springfield Township for the employees laid off, not to exceed five (5) in number.
- g. Lakemore will retain and maintain custody, ownership, and responsibility for maintenance of all its presently owned police equipment, furniture, furnishings, personnel files, record of investigations, work product and contents of any evidence room.

5. Escrow Account:

- a. In addition to the scheduled payment of 1/12th of the annual cost described in Exhibit "A" and further described in paragraph 4(a) of this Contract, beginning with January 2010, Lakemore will pay an additional amount each month, payable on or before the 15th of the month, into an escrow fund. The escrow account will be established under authority of the Fiscal Officer for Lakemore who shall provide written verification of deposits and balance maintained at least once each 30 days.
- b. The amount of such additional escrow payments shall be 10% of the regular monthly payment. Payments to the escrow fund shall be made continuously, or at such times as required to maintain an escrow fund balance of \$250,000.00.
- c. The purpose of the escrow fund is to guarantee the faithful and timely payment by Lakemore of all sums agreed upon pursuant to the Contract, and shall be applied to satisfy any obligation for payment by Lakemore to Springfield Township pursuant to this Contract.
- d. Any unused portion of the escrow fund not required to satisfy such obligations shall be the property of Lakemore upon termination of the Contract.

6. Joint review committee:

- a. There shall exist a joint review committee, with three members appointed by each, the Lakemore Village Council and the Springfield Township Trustees, which will meet as requested by each body but not less than once

per month during the 1st 90 days, and at least quarterly thereafter during the first year.

- b. Thereafter, the Joint Review Committee shall meet at least once every six months. The function of this committee shall be to review the success of this Contract, to analyze the actual costs of providing services to Lakemore and to assess the adequacy of the services provided. The committee shall report to their respective appointing authorities as to their findings.

7. Release:

- a. Springfield Township will not be liable and is released from any claims, causes of action, or expenses of any kind or nature which are asserted against Lakemore in connection with Springfield Township's fulfillment of its obligations under this Agreement.
- b. Lakemore acknowledges and understands that Springfield Township's insurance provider only provides insurance coverage to Springfield Township, and that Lakemore must maintain its own insurance coverage.
- c. The Lakemore Fiscal Officer and the Springfield Fiscal Officer shall each provide to the other proof of liability coverage matching or exceeding that in effect in Springfield Township prior to execution of the Agreement and each shall notify the other in writing of any changes to said policy at least 30 days prior to the change taking effect. Failure to maintain liability coverage matching or exceeding that in effect presently for Springfield Township and/or to notify the other Fiscal Officer of any changes to liability coverage shall be grounds for either party to suspend or terminate this Agreement.

8. Default:

- a. The failure to timely pay any sum due under the Contract shall be considered breach of the Contract and shall enable Springfield Township to institute the remedies at its discretion, in addition to other legal remedies available to Springfield Township:
 - i. Immediate application of escrow funds to satisfy any obligation by Lakemore for payment; and
 - ii. in absence of escrow funds or current payment, immediate suspension of police services to Lakemore by Springfield Township, with the option on the part of Springfield to terminate the Agreement.
- b. Notice under this section shall be provided in writing to Lakemore.
- c. Any and all amounts owed as of the date of termination shall remain an obligation of Lakemore and shall survive termination of this Agreement.

9. Entire Agreement:

- a. This Contract is the entire agreement of 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 Springfield Township Board of Trustees.

THE SPRINGFIELD TOWNSHIP BOARD OF TRUSTEES:

Deborah Davis, Trustee

Date

Vince Mealy, Trustee

Date

Dean A. Young, Trustee

Date

Approved as to legal form:

Warren R. Price
Township Legal Counsel

Date

THE VILLAGE OF LAKEMORE, OHIO

Mayor

Date

Approved as to legal form:

Village Solicitor

Date

Cost to provide police service to Lakemore

1. 5 full-time police officers, as follows:

Full-time Officer Compensation Sheet

2009 New officer (first step) base yearly compensation

Base Salary	\$43,042.00
Uniform Allowance	800.00
OPERS (17.63%)	7,729.00
Medicare (1.45%)	636.00
Health Care & Life (Average)	10,675.00
TOTAL	\$62,882.00

$\underline{\text{X}} \quad \underline{5}$
TOTAL 5 OFFICERS **\$314,410.00**

2. Captain (including all benefits)..... **82,123.00**
 3. One-half of the cost of additional clerical – 40 hrs/wk @ \$11.00/hr

Salary	22,880.00
OPERS (14%)	3,203.00
Medicare (1.45%)	332.00
Insurance (single \$474/mo)	5,688.00
	$32,103 \times \frac{1}{2} = \mathbf{\$16,052.00}$
 4. Workers Compensation premium

On personnel above	<u>20,629.00</u>
(based on 2008 contribution rate)	
- SUB TOTAL** **\$433,214.00**
5. Additional costs listed in Section 4 and 5 of the memo