

ORDINANCE 2016- 21

TO CONTRACT FOR LAW ENFORCEMENT SERVICES BETWEEN VILLAGE AND KNOX COUNTY SHERIFF'S OFFICE AND TO DECLARE AN EMERGENCY

WHEREAS, Council has determined that police patrols and consistent law enforcement presence are appropriate within the Village; and

NOW THEREFORE, be it ordained by the Council of the Village of Centerburg, Knox County as follows:

Section 1: That the Village authorizes the Mayor, Village Solicitor, and Village Administrator to execute such contract and any other documents necessary to carry out the intent of this Ordinance for law enforcement services from the Knox County Sheriff's Department within the Village as set forth in the Agreement attached hereto as Exhibit "A."

Section 2. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety in this Village, by providing a necessary public service to Village residence in the form of immediate and continued law enforcement.

WHEREFORE, this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

DATE PASSED December 5, 2016

Signature on File

PRESIDENT OF COUNCIL

ATTEST

Signature on File

CLERK OF COUNCIL

Signature on file

MAYOR

APPROVED AS TO FORM:

DATE APPROVED: 12/19/16

LEGAL COUNSEL

I hereby certify that the ordinance or a summary of the ordinance was published once a week for two consecutive weeks on December 28, 2016 and January 4, 2017 in the *Mount Vernon News* in conformance with the Ohio Revised Code.

Signature on file

CLERK-TREASURER

**LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE
OFFICE OF THE KNOX COUNTY SHERIFF AND
THE VILLAGE OF CENTERBURG, OHIO**

This Agreement is effective January 1, 2017, by and between the Office of the Knox County Sheriff, hereinafter referred to as "The Sheriff", and the Village of Centerburg, Ohio, hereinafter referred to as "the Village".

1. APPLICABLE LAW:

1.1. This contract is entered into under the authority of Ohio Revised Code Section 311.29 and said Revised Code Section is incorporated into and made a part of this agreement. Further, this contract incorporates Ohio Revised Code Section 2935.03 and shall operate in compliance with both of these sections of law. Any changes in the noted statutes shall result in a corresponding change of this contract without notice to either party. Any conflicts or ambiguities between the written portions of this contract and the noted Revised Code Sections shall be resolved in favor of the noted Revised Code Sections.

2. PURPOSE:

2.1. To provide law enforcement services to the Village of Centerburg, Ohio. Pursuant to this contract, the Knox County Sheriff or representatives of his office may exercise the same powers as the Village of Centerburg to perform any law enforcement functions, exercise any law enforcement power or to render any law enforcement services on behalf of the Village of Centerburg, which said Village may perform, exercise or render.

3. TERMS OF CONTRACT:

3.1. This contract shall be effective from the date of execution and continue for a period not to exceed one year. Under the provisions of Ohio Revised Code Section 311.29, the contract shall terminate at the end of one year, unless either party in writing notifies the other of its desire to terminate the contract on an earlier date specified in the notice.

3.2. This contract may be terminated by any party at any time. In order to terminate the contract both parties agree to give at least ninety (90) days written notice of their desire to terminate the contract.

4. CONSIDERATION:

4.1. The Sheriff shall supply the Village with a salary sheet for each deputy working in the Village. The Village shall reimburse the Sheriff the cost of each salary to include accumulated sick leave, accumulated overtime, personal days, longevity (now added to hourly rate), comp time cash out, and vacation; plus the current cost of funding retirement pensions, medicare supplement if necessary; providing

workers' compensation insurance; any additional health insurance benefits deputies are entitled to as the result of the collective bargaining agreement between the Sheriff and the Fraternal Order of Police; ~~the cost of training (remove)~~ and the cost of providing equipment and supplies used in providing such law enforcement services. The Village shall also provide funding for unemployment compensation for those deputies working in the Village.

4.2. The Village shall provide an automobile(s) and related equipment, which shall conform to the uniform standards of the Knox County Sheriff. The Village shall maintain said automobile(s) and provide a safe reliable vehicle(s) for the deputies. The vehicle(s) will be routinely inspected by the Village and the Sheriff or his designee and upon request by deputies assigned to the Village. Deputies assigned to the Village shall immediately report any problems or unsafe conditions of said vehicle(s) to the Village. The Village shall provide gasoline, oil, other lubricants, parts and all maintenance for the vehicle(s).

4.3. In the event the Village vehicle(s) is out of service or inoperable, if available, the Sheriff will provide a vehicle to the Village at a cost of fifteen dollars (\$15.00) per hour.

4.4. Deputies assigned to the Village will maintain documentation of the Village owned vehicle(s) whenever they are operated outside of the Village.

**5. DETERMINATION OF PERSONNEL/HOURS OF PLACEMENT/
SUPERVISION:**

5.1. The Sheriff shall assign personnel to work in the Village on a regular basis until said time as said personnel quit, resign or transfer, voluntarily or involuntarily. Upon the occurrence of any vacancy, the Sheriff agrees to consult with the Mayor or his/her designee regarding the applicants for said vacancy and consider the Village's input with respect to the needs of the Village before filling the vacancy with a new deputy.

5.2. The Sheriff will regularly consult with the Mayor or his/her designee with regard to personnel who have or who will be placed in the Village. The Village shall have the right to refuse for cause any person the Sheriff desires to place in the Village, or to demand for cause that such person(s) assigned to the Village be reassigned out of the Village. If the selection of a deputy to be assigned to the Village conflicts with the terms of the current collective bargaining agreement between the Knox County Sheriff and the Fraternal Order of Police, the terms and conditions of the FOP contract shall prevail.

5.3. All newly assigned deputies to the Village shall remain assigned to the Village for a minimum of two years in accordance with the current collective bargaining agreement between the Knox County Sheriff and the Fraternal Order of Police.

5.4. The Village shall determine the number of personnel necessary, but at the minimum, the Sheriff shall supply at least two deputies to work no less than eight hours per day and no more than forty hours per week unless overtime situations arise.

5.5. Nothing in this agreement prohibits the Village from requesting that deputies work reasonable hours in excess of forty hours per week subject to the approval of the Sheriff, which approval shall not be unreasonably withheld, unless the request is contrary to the FOP contract or the Sheriff's General Orders or Standard Operating Procedures, which overtime personnel costs shall be billed to the Village. Nothing herein prohibits the Village from requesting that said personnel change their shifts or scheduled hours of work, subject to the approval of the Sheriff, which approval shall not be unreasonably withheld unless said request is contrary to the FOP contract or the Sheriff's General Orders or Standard Operating Procedures.

5.6. Nothing herein prohibits the Sheriff from directing that said personnel work reasonable hours in excess of forty (40) hours per week; however, the Village will not be responsible for personnel overtime expenses in excess of said personnel's regular rate, unless the overtime is associated to their duties with the Village, unavoidable or incidental to said personnel's completion of a regular shift for the Village, arises out of an emergency situation within the Village, or the Village approves the overtime. Likewise, the Village and Sheriff acknowledge that the Village is not responsible for payment of any leave taken as compensatory time based on overtime hours worked at the direction of the Sheriff outside of the Village. If the Village believes the compensatory time has been taken for which the Village should not be responsible, the Village shall make a written request to the Sheriff for a review of the compensatory time at issue. The Sheriff shall respond in writing within thirty (30) days.

5.7. Personnel assigned to the Village shall be supplemental to the services ordinarily provided by the Sheriff and the Sheriff shall continue to offer such services to the Village as he would if the agreement were not in force at no cost to the Village. Further, the Sheriff and Village acknowledge that times will arise on a weekly basis when none of the personnel assigned to the Village will be on duty, either by reason of scheduling, vacation, illness or other reasons. During those times, the Sheriff agrees to make reasonable efforts to communicate with its deputy(ies) working the west area of Knox County that said personnel assigned to the Village are not on duty and encourage said deputy(ies) to consider same in patrolling said area. Further, the Sheriff agrees that the Sheriff or his designee will use his/her best efforts to contact the Village Administrator as soon as practicable after receiving notice that any personnel assigned to the Village are unable to work their scheduled shift whether by reason of vacation, illness or any other reason.

5.8. All personnel assigned to the Village shall remain under the control and supervision of the Sheriff. The Village may make recommendations as to areas of law enforcement upon which it desires to have such personnel concentrate when necessary, however the Sheriff shall retain complete and exclusive supervisory powers over the personnel assigned to the Village.

6. BILLING AND PAYMENTS:

6.1. The total yearly amount of this contract shall not exceed \$145,000.00 for two officers in 2017, with the option to

increase that amount depending upon the FOP collective bargaining agreement with the Sheriff and increases in the number of personnel requested by the Village.

6.2. The Sheriff shall bill the Village monthly for the services rendered and the Village shall make payment to the Sheriff within thirty (30) days of the billing. Each bill will be itemized for each category of service or item supplied to include personnel and supplies.

7. UNIFORMS/TRAINING/SUPPLIES:

7.1. The Sheriff shall supply all uniforms and related equipment for the deputies assigned to the Village and the Village shall pay the cost of cleaning and maintaining said uniforms and equipment.

7.2. Each deputy assigned to the Village shall have completed all basic law enforcement training, including firearms qualifications. The Sheriff shall determine what additional training is necessary for deputies assigned to the Village. ~~The Sheriff will pay for any additional training when such training is determined by both parties to be necessary.~~ The Sheriff shall pay for any additional training provided by the Sheriff without input from the Village.

7.3. The Sheriff shall determine what supplies are necessary to complete the contract with the Village. The Sheriff will consult with the Village before requiring the Village to purchase any supplies costing in excess of fifty dollars (\$50.00).

8. MISCELLANEOUS:

This agreement constitutes the entire agreement of the parties.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to subscribe their names hereto the date and year first above written.

David Shaffer Sheriff
of Knox County

Mayor of Centerburg, Ohio

Signature on file

Kyle Stroh, Village Solicitor
Village of Centerburg, Ohio