VILLAGE OF LAKEVIEW POLICE PROTECTION AGREEMENT

This agreement is being executed on by the below listed entities:

Village of Lakeview (herein referred to as the Village)

 Logan County Sheriff’s Office (herein after referred to as the LCSO)

WHEREAS, the Village is desirous of acquiring police protection for the residents of Stokes Village, Logan County, Ohio, pursuant to Section 505.43 of the Ohio Revised Code; and

WHEREAS, the Village is not financially equipped to finance its own police force; and

WHEREAS, the LCSO pursuant to Section 311.29 of the Ohio Revised Code, is equipped and willing to deliver the protection necessary at a fee acceptable to the Village;

NOW, THEREFORE, the LCSO agrees to provide forty (40) hours per week police protection to Stokes Township and the Village of Lakeview, Logan County, Ohio by assigning exclusively to the township one (1) regular uniformed deputy sheriff to keep the peace, protect property and to perform other necessary police functions in the township, inside and outside of the Village. To the best of the deputy’s ability, this time will be divided evenly between inside the village of Lakeview and outside the village, within the Township of Stokes. In addition, the Sheriff agrees to make available to the deputy all training programs, special equipment and other regular facilities of the LCSO.

It is mutually understood that the services herein contracted for shall be in addition to the present level of police protection and routine patrolling as are now being rendered by the LCSO and the LCSO shall not diminish such regular services by reason of the agreement.

The Village and LCSO agree and acknowledge that the Sheriff may exercise the same powers as the Village possesses regarding police functions within the corporate limits of the Village to the extent contemplated by this agreement, and the parties further agree as follows:

SECTION I

The period of this agreement shall be from January 1, 2020 to December 31, 2020 unless terminated by either party upon thirty (30) days notice given at any time after ninety (90) days from the date of the signing of this agreement.

SECTION II

The Sheriff shall, with the advice of Stokes Township and the Village of Lakeview, determine the scheduling of manpower in compliance with this agreement. Hours of patrol (shift), days off and personnel assigned, will be in the sole discretion of the Sheriff.

SECTION III

In consideration of the foregoing services to be provided by the LCSO to the Village, the Village shall pay to the LCSO Rotary Fund one-half (1/2) the actual salary and benefit costs associated with the deputy assigned to work in the Village under the terms of this contract. These costs are as outlined in the attachment with the total amount being $36,286.08 for 2020. Payments shall be made monthly, on the 1st of each month, 1/12 of the annual amount for the duration of this agreement.

SECTION IV

The LCSO will furnish monthly call logs to the Village during the term of this agreement.

SECTION V

The LCSO will provide a fully operable police cruiser, fully equipped and fully insured for use by the Sheriff while on continuous patrol in the Village, the LCSO further agreeing to supply the fuel or cost for fuel to operate the police cruiser. The Sheriff shall provide, where applicable, costs of training, equipment and supplies used.

SECTION VI

LCSO shall provide sufficient manpower, fully trained and qualified, pursuant to statute, for a period to be agreed upon by the Village and the LCSO. Sheriff warrants that said manpower will be duly authorized pursuant to statute, and will be covered sufficiently with insurance coverage so that the Sheriff will hold harmless the Village for any liability resulting directly from the actions of said manpower while in the Village in the employ of the Sheriff.

Original language - In the event the assigned deputy takes vacation, attends training or is off on sick leave or other contractually allowed leave, the LCSO will, to the best of its ability, work with the Village to review the time off and determine if a replacement deputy at an overtime rate is required. Those hours requiring overtime by another deputy will have prior approval by the Village and will be invoiced in addition to the regular contracted amount by the LCSO. If an illness or other period of leave exceeds ten (10) consecutive working days, the Sheriff will temporarily reassign appropriate coverage.

Alternative Option 1 - In the event the assigned deputy takes vacation, attends training or is off on sick leave or other contractually allowed paid leave for ten (10) or less consecutive work days, the LCSO will continue to respond to all calls and, to the best of its ability, provide patrol coverage. In the event that contractually allowed leave exceeds ten (10) consecutive working days (2 weeks), the LCSO will provide a replacement deputy for the 11th through 20th working days at an overtime rate and the Village and will be invoiced in addition to the regular contracted amount by the LCSO. If leave exceeds twenty working days (4 weeks), the Village will meet, review the time off and determine if a replacement deputy at an overtime rate is required. Those hours, beyond the twenty consecutive workings day, requiring overtime by another deputy will have prior approval by the Village and will be invoiced in addition to the regular contract amount by the LCSO. If the assigned deputy is deployed for military purposes or takes any other unpaid leave, the LCSO will reassign appropriate coverage at no additional cost.

Alternative Option 2 - In the event the assigned deputy takes vacation, attends training or is off on sick leave or other contractually allowed paid leave, the LCSO will continue to respond to calls and provide patrol consistent with the policies of the LCSO for the entire county. The Village may at any time, review the time off and determine if a replacement deputy at an overtime rate is required. If the Village requests a replacement deputy, the LCSO will make every effort to provide one. All hours requiring overtime by another deputy will have prior approval by the Village and will be invoiced in addition to the regular contracted amount by the LCSO. If the assigned deputy is deployed for military purposes or takes any other unpaid leave, the LCSO will reassign appropriate coverage at no additional cost.

IN WITNESS WHEREOF, the parties hereto have set their hands this Day of , 2019.

LOGAN COUNTY SHERIFF’S OFFICE

Sheriff Randall J Dodds

VILLAGE OF LAKEVIEW

APPROVED AS TO FORM:

Eric Stewart

Logan County Prosecuting Attorney

**VILLAGE OF LAKEVIEW CONTRACT WORKSHEET**

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| SALARY EXPENSES | **2020** |
| Salary | $ 54,392.00 |
| Holiday Pay | $ 3,138.00 |
| Overtime | $ 2,175.60 |
| (court time & late calls) |  |
| TOTAL | $ 59,705.60 |
|  |  |
| BENEFIT EXPENSES |  |
| OPERS | $ 10,806.71 |
| Medicare | $ 865.73 |
| Worker's Comp | $ 1,194.11 |
| Life Insurance | LCSO to provide |
| Health Insurance | LCSO to provide |
| Uniform Allowance | LCSO to provide |
| Liability Insurance | LCSO to provide |
| TOTAL BENEFITS | $ 12,866.56 |
|  |  |
| OTHER EXPENSES |  |
| Fully Equipped Cruiser | LCSO to provide |
| Fuel | LCSO to provide |
| Training | LCSO to provide |
| Officer Equipment | LCSO to provide |
| TOTAL OTHER | $ - |
|  |  |
| ANNUAL TOTAL | $ 72,572.16 |
| **VILLAGE SHARE** | **$ 36,286.08** |
|  |  |
| Monthly Payments | $ 3,023.84 |