

**RESOLUTION 13-2014**

**A RESOLUTION AUTHORIZING AND DIRECTING THE VILLAGE ADMINISTRATOR AND/OR MAYOR OF THE VILLAGE OF COMMERCIAL POINT TO ENTER INTO A CONTRACT REGARDING LAW ENFORCEMENT SERVICES ON BEHALF OF THE VILLAGE OF COMMERCIAL POINT WITH THE PICKAWAY COUNTY SHERIFF'S DEPARTMENT AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Village Council has determined a need for additional law enforcement services to safeguard life, health, property, safety and public welfare; and

**WHEREAS**, the Village has one employed officer and is in need of additional law enforcement; and

**WHEREAS**, the Village Council hereby finds and determines that it is in the best interest of the residents of the Village to have additional law enforcement; and

**WHEREAS**, the Village Administrator and/or Mayor desires to contract with the Pickaway County Sheriff's Department on behalf of the Village for law enforcement services.

**NOW THEREFORE**, be it resolved by the Council of the Village of Commercial Point, Pickaway County, Ohio, a majority or more of the members elected thereto concurring that:

**SECTION 1:** The Council of the Village of Commercial Point hereby authorizes and directs the Village Administrator and/or Mayor to enter into a sixty (60) hour per week, contract with the Pickaway County Sheriff's Department. The contract will be from August 13, 2014 – September 8, 2014

**SECTION 2:** It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 3:** That this resolution is hereby declared to be an emergency measure and shall take effect and be in force immediately from and after its passage. The Village has only one employed officer.

Vote on Suspension of Readings:

Motion by: Mr. Sadler 2<sup>nd</sup> Mr. Geiger

Roll Call:

Yes Randy Shelton

Yes David Sadler

Yes Clarence Wissinger

Yes Brad Laxton

Yes Mark Geiger

Yes Nicole Evans

Vote on Passage of the Ordinance and Declaring an Emergency:

Motion by: Mr. Shelton 2<sup>nd</sup> Ms. Evans

Roll Call:

Yes Randy Shelton

Yes David Sadler

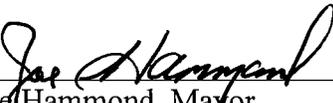
Yes Clarence Wissinger

Yes Brad Laxton

Yes Mark Geiger

Yes Nicole Evans

Adopted this 4<sup>th</sup> day of August, 2014.

  
\_\_\_\_\_  
Joe Hammond, Mayor

  
\_\_\_\_\_  
Wendy Hastings, Fiscal Officer

Approved as to Form:

  
\_\_\_\_\_  
Michael D. Hess, Law Director

## 2014 LAW ENFORCEMENT CONTRACT- *EXTENSION*

This Agreement was extended the \_\_\_\_\_ day of August 2014, between the SHERIFF OF PICKAWAY COUNTY, OHIO hereinafter referred to as "SHERIFF", and the VILLAGE OF COMMERCIAL POINT, Pickaway County, Ohio, hereinafter referred to as the "VILLAGE".

### WITNESSETH

WHEREAS, the VILLAGE is desirous of acquiring additional police protection for the property and residents of the VILLAGE OF COMMERCIAL POINT, Pickaway County, Ohio, through the Office of the Pickaway County Sheriff; and

WHEREAS, the SHERIFF is willing to provide such police services as are set forth below and having determined that the cost of providing such services have been ascertained to be an amount not less than the payments required hereunder;

NOW, THEREFORE, pursuant to the terms of Revised Code Section 311.29 and in consideration of the mutual covenants expressed herein, it is agreed as follows:

1. The SHERIFF agrees to provide a uniformed Deputy Sheriff(s), (240) man hours, to keep the peace, to protect the property and to perform other necessary police functions in said VILLAGE; and the SHERIFF further agrees to make available to the aforesaid Deputy Sheriff(s), all training programs, and other regular facilities of the Sheriff's Office.
2. The VILLAGE agrees to pay the SHERIFF the sum of \$5,600.00 for the term of this contract, payable in equal monthly installments or at such times as may be mutually agreed upon, to the Treasurer of Pickaway County, Ohio, to a special funds to be known as the "SHERIFF'S POLICE REVOLVING FUND".
3. The County, its officers and employees, including but not limited to, the SHERIFF and his employees, shall not be deemed to assume any liability for the intentional or negligent acts or omissions of the VILLAGE, or any officer, agency or employee thereof, and said VILLAGE agrees to hold harmless, indemnify and defend the County and the SHERIFF, and their officers and employees, from any and all claims for damages arising there from. The VILLAGE agrees to hold harmless, indemnify and defend the County and the SHERIFF, their officers and employees from any and all claims for damages resulting from the enforcement of any Ordinance of the VILLAGE, excepting claims arising from the alleged personal misconduct or negligence of a Sheriff's Deputy or employee.
4. It is understood and agreed by the parties that no Deputy of other employee of the SHERIFF, shall be deemed an employee of the VILLAGE, except as otherwise stated herein. It is further mutually agreed between the parties that the duties of the aforesaid Deputy Sheriff(s) will be determined from time to time by the best judgement of the SHERIFF and VILLAGE including but not limited to, normal police duties, serving of Court papers, duties in cooperation with VILLAGE functions, and further that the VILLAGE specifically acknowledges that the operation of the agreement and the responsibilities of the SHERIFF hereunder are directly contingent upon the availability of manpower and equipment to perform services requested and needed by the VILLAGE; and further that in the event that such manpower and equipment is not available due to emergencies and/or other assignments necessary under law, such VILLAGE specifically waives liability of the SHERIFF hereunder.

5. A report of activity is to be made available at monthly Council Meetings and funds for the same are to be payable at that time.
6. The SHERIFF reserves the right to use the aforesaid Deputy Sheriff(s) in an emergency or emergencies as he sees fit.
7. This contract shall begin August 13, 2014, and terminates on the 11th day of September, 2014.

Termination of the Agreement prior to the above written date requires a seven (7) day written notice by either party.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_ day of August, 2014.

\_\_\_\_\_  
Sheriff of Pickaway County, Ohio

\_\_\_\_\_  
Mayor of Commercial Point, Ohio

\_\_\_\_\_  
President of Council

I hereby certify that at the time this Contract was executed, sufficient funds were appropriated for the purpose of such contract and in the Treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrances.

\_\_\_\_\_  
Fiscal Officer, Village of Commercial Point

APPROVED AS TO FORM:

\_\_\_\_\_  
Pickaway County Prosecutor

\_\_\_\_\_  
Solicitor, Village of Commercial Point