

VILLAGE OF ST. PARIS
POLICE PROTECTION AGREEMENT

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

<u>Village of St. Paris</u>	(hereinafter referred to as "the Village)
<u>Champaign County Sheriff's Office</u>	(hereinafter referred to as the CCSO)

WHEREAS, the Village is a municipal corporation desirous of acquiring police protection for the property and residents of St. Paris Village, Champaign County, Ohio, pursuant to section 505.43 of the Ohio Revised Code; and

WHEREAS, the CCSO 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 CCSO agrees to provide law enforcement and police protection services to the Village of St. Paris, Champaign County, Ohio by assigning exclusively to the Village two (2) regular uniformed deputy sheriffs each working forty (40) hours per week. These services shall include, but are not limited to, patrol service within the Village during dedicated hours, response to police calls within the Village, enforcement of traffic laws and Village ordinances, attendance at Village meetings, and other police services necessary to keep the peace, protect property, and to perform other law enforcement functions in and around the Village. In addition, the Sheriff agrees to make available to the deputies all training programs, special equipment, and other regular facilities used by the CCSO.

Additionally, the CCSO shall provide one deputy to be present during regularly scheduled Village Council meetings – at which said deputy shall provide a report to the Village Council regarding Village policing matters.

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 CCSO and the CCSO shall not diminish such regular services by reason of the agreement.

The Village and CCSO agree and acknowledge that the Sheriff may exercise the same powers as the Village possesses by providing 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-TERM

The contract shall run for a period of two years, starting on _____, 2025, and ending on December 31, 2026, unless terminated by either party upon One Hundred Eighty (180) days' notice given at any time after One Hundred Eighty (180) days from the date of the signing of this agreement. Should this Agreement expire without replacement, then the CCSO agrees to provide coverage as set forth in this Agreement on a month-to-month basis until terminated by either Party at the compensation rate as set forth in the subject collective bargaining agreement for the deputies of the CCSO at the time of month-to-month coverage.

SECTION II-SCHEDULING AND SUPERVISION OF DEPUTIES

The Sheriff shall, with the advice of the Village, determine the scheduling of manpower in compliance with this agreement. Hours of patrol (shift), days off, and personnel assigned will be at the sole discretion of the Sheriff. The deputies shall be supervised at all times by the Sheriff and his designees and will be subject to the same rules and procedures adopted by the Sheriff and applicable to all Sheriff deputies. The Village shall have no responsibility for the actions of any deputies who shall at all times be under the authority and control of the Sheriff, including but not limited to, employee discipline as provided in any contractual agreements applicable to the employment of the deputies. The Sheriff shall consult with the Village regarding the posting of deputies and shall take into consideration when assigning deputies any concerns raised by the Village.

SECTION III-COMPENSATION

In consideration of the foregoing services to be provided by the CCSO to the Village, the Village shall pay to the Treasurer of Champaign County, Ohio, such sums as set forth in Attachment A, the actual salary and benefit costs associated with the two deputies assigned to work in the Village under the terms of this contract, with a total amount being \$147,023.46 for 2025 and \$207,328.34 for 2026. Payments shall be made monthly, on the 1st of each month, 1/12th of the annual amount for the duration of this Agreement. All payments shall be credited to the sheriff's policing revolving fund, pursuant to R.C. 311.29(D).

SECTION IV-CALL LOGS

The CCSO will furnish bi-weekly call logs to the Village during the term of this agreement to be presented at the Village Council meetings, as well as reports, no less frequently than monthly, detailing the types of runs, citations, complaints, crimes, and arrests occurring in the Village.

SECTION V-VEHICLES

The Village will provide vehicles for the deputies assigned to the Village and the parties agree that the vehicles may be utilized, in exigent circumstances, to assist in aid for emergencies outside the Village corporate limits. The Village shall be responsible for any major replacement of components to the cars, e.g., engine replacement, above and beyond regular wear and tear and/or maintenance. The CCSO shall otherwise be responsible for the cost of fuel and general or routine maintenance of the vehicles in accordance with an adopted maintenance schedule. The Village shall also pay for the cost of repainting or rewrapping the vehicles in order for them to fit into the CCSO's fleet of vehicles. Provided, however, that the vehicles shall bear a logo for the Village of St. Paris in addition to the CCSO logo. The Village shall also maintain insurance on these vehicles. Provided, however, that the CCSO shall be responsible for all incidents, accidents, repairs, and insurance for use by the CCSO deputies outside of the Village municipal boundaries during off scheduled hours. Should the CCSO require separate insurance on the vehicles for their own purposes, such insurance will be handled exclusively by the CCSO. The Village shall allow deputies assigned to the Village to take these vehicles home with them so long as they live within Champaign County. The parties, having previously discussed the CCSO's interest in purchasing one of the Village's vehicles, and the CCSO shall have first right of refusal should the Village

choose to sell one of the provided vehicles prior to the parties reaching a codified purchase agreement.

The Village shall provide office space in the former St. Paris Police Department, currently located at 137 W Main St, St Paris, OH 43072 ("the Property"), for the Sheriff's deputies to work from. Should the Village sell or otherwise dispose of the Property, then the Village shall provide alternative and equivalent space. It is further agreed that all deputies assigned to the Village shall report to and work from the Property, unless otherwise directed by the Sheriff. Should the CCSO determine that anything in the Property, such as equipment and furniture, is not needed for their operations within the Village, it is the Village's responsibility to remove such materials prior to the CCSO's occupation of the building. The Village shall be responsible for maintaining the building and conducting necessary repairs, and the CCSO shall otherwise be responsible for paying the utilities and providing any office, cleaning, or other supplies that the deputies may otherwise need while operating within the building to complete tasks for the Village. The Village will also maintain insurance on the Property, and any additional insurance the CCSO may require will be their responsibility.

Should the CCSO and deputies assigned to the Village require additional space outside of the Property for record and evidence storage, the CCSO will be responsible for providing such space. If the Village receives any public records requests pursuant to Ohio Revised Code 149.43 for police records kept by the Village that covers the period of this Agreement, the Village's records custodian or another official shall immediately advise the CCSO records custodian to ensure a timely response to the request.

SECTION VI- MANPOWER

The CCSO shall provide sufficient manpower, fully trained and qualified, pursuant to statute, for all period covered by this Agreement. CCSO warrants that said manpower will be duly authorized pursuant to statute and will be sufficiently insured, with the Village being listed as an additional insured under said policy.

Notwithstanding the assignment, pursuant to this Agreement, of any deputy for service in the Village, in case of emergency outside of the Village, said deputies may be ordered by the Sheriff to assist in such emergency. In no case, however, will deputies assigned to the Village be expected to fulfill the regular duties and responsibilities of the Sheriff outside the political subdivision identified as the Village of St. Paris and their primary assignment and role shall be to fulfill the duties set forth in this Agreement within the municipal corporation boundaries of the Village of St. Paris. No provision herein shall preclude the Sheriff from temporarily increasing or decreasing the number of deputies assigned pursuant to this Agreement as emergencies indicate a need for shifting assignments, to the extent provided herein.

If an event occurs in the Village of such magnitude that it overwhelms or creates a need beyond the coverage capabilities of the assigned deputies, the Sheriff will provide full support and resources necessary to handle the event, as deemed appropriate by the Sheriff, at no additional cost to the Village.

In the event the assigned deputies take vacation, attend training, or are off on sick leave or other contractually allowed paid leave, the CCSO will continue to respond to calls and provide

patrol consistent with the policies of the CCSO for the entire county. The Village may at any time review the time off requests of the assigned deputies and determine if a replacement deputy is required. If the Village requests a replacement deputy, the CCSO 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 CCSO.

If the assigned deputy is deployed for military purposes, or takes any other unpaid leave, the CCSO will reassign appropriate coverage at no additional cost.

SECTION VII-CHARGING AND PROSECUTION OF OFFENSES

The prosecution of all non-jailable, traffic-related offenses occurring in the Village, to the extent permitted by law, shall ~~take place~~ be filed in the Urbana Municipal Court and shall be charged under Village Ordinances. The prosecution of misdemeanor jailable offenses occurring in the Village, to the extent permitted by law, shall be charged under Village Ordinances, if applicable and subject to the discretion of the prosecutor handling the matter, and shall be filed in Urbana Municipal Court. The parties understand that all felony charges are charged, filed and resolved at the discretion of the Champaign County Prosecutor and are not a part of this section.

SECTION VIII-EVIDENCE

All property seized as evidence by Village police officers prior to the term of this Agreement shall remain with the Village and the CCSO shall have no responsibility for maintaining such evidence unless otherwise agreed upon by the parties hereafter on a case-by-case basis. All property seized as evidence by the assigned deputies during the term of this agreement shall be maintained by the CCSO.

SECTION IX-VALIDITY OF AGREEMENT

If any portion of this agreement proves to be invalid or unconstitutional, the same shall not be held invalidated or impair the validity, force, or effect of any other portion of this agreement unless it clearly appears that such other portion is wholly or necessarily dependent for its operation under the portion so held invalid or unconstitutional. No portion of this contract shall be enforceable which is contrary to any obligation or duty imposed by law solely upon either party by federal, state, or local laws and regulations.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2025.

CHAMPAIGN COUNTY SHERIFF'S OFFICE

Sheriff Chad Burroughs