

**AGREEMENT BETWEEN VILLAGE OF ARCADIA  
AND SHERIFF OF HANCOCK COUNTY**

**THIS AGREEMENT**, made this **1<sup>ST</sup> Day of May, 2023** by and between the Sheriff of Hancock County, Ohio, hereinafter "Sheriff", and the "Village of Arcadia", Hancock County, Ohio, hereinafter, Village of Arcadia with the approval and consent of the Hancock County Commissioners, hereinafter "Commissioners":

**WHEREAS**, Ohio Revised Code, Section 311.29 authorizes the Sheriff to enter into a contract with a Municipal Corporation for the performance of police functions and services which a Municipal Corporation may perform, exercise or render; and

**WHEREAS**, the Village of Arcadia is desirous of acquiring part-time police protection for the safety, comfort and well-being of the residents of Village of Arcadia, Ohio; and

**WHEREAS**, Ohio Revised Code, Section 505.43 authorizes Village of Arcadia to enter into a contract with the Sheriff for the performance of police functions and services which the Sheriff may perform, exercise or render; and

**WHEREAS**, the Sheriff has adequate and qualified police personnel and equipment to provide said police protection.

**NOW THEREFORE**, the parties hereto, each in consideration of the mutual promises and obligations assumed herein, agree as follows:

**SECTION I:**

Sheriff agrees to provide police protection to the Village of Arcadia by assigning regular uniformed Deputy Sheriffs to work at mutually agreeable times not to exceed **4 hours per week** excluding overtime.

**SECTION II:**

Sheriff agrees to make available to the aforesaid Deputy Sheriffs, all special equipment and all other regular facilities of the Hancock County Sheriff's Office. Further, Sheriff agrees to provide the assigned Deputy Sheriffs with uniforms and badges. Village of Arcadia therefore agrees to pay an additional fee of Five and 00/100 Dollars (\$5.00) per hour for the use of said cruiser and related supply expenses.

**SECTION III:**

Sheriff and the Mayor of said Village of Arcadia agree that the scheduling of the assigned Deputy Sheriffs will be mutually addressed and agreed upon.

**AGREEMENT - SHERIFF AND Village of Arcadia**  
**SECTION IV:**

Sheriff and the Mayor of said Village of Arcadia agree that said Deputies may be required to perform duties beyond the normal times assigned to said officers. If overtime is required, the Sheriff shall be compensated by payment calculated at one and one-half (1 ½) times the contracted hourly rate as set forth in Section V of this Agreement.

**SECTION V:**

Village of Arcadia shall pay to the Hancock County Sheriff, the sum of Thirty-eight and 99/100 Dollars (\$38.99) per hour.

1.	\$ 27.19	Base Hourly Deputy Wage
2.	4.92	Public Employee Retirement (.1800 of base)
3.	.61	Workers Compensation (.0225 of base)
4.	.39	Medicare (.0145 of base)
5.	5.85	Health Insurance
6	<u>.03</u>	Life Insurance
	<u>\$ 38.99</u>	per hour total costs

a. Village of Arcadia agrees to pay any additional hourly rate increases negotiated between the Sheriff and the Deputy Sheriffs under representation by the Ohio Patrolmen's Benevolent Association (OPBA) during this Agreement, along with any increase of County paid benefits, as the result of a negotiated increase in Deputy Sheriff's wages or any subsequent increase in costs of the county health insurance plan.

**SECTION VI:**

The Village of Arcadia shall pay said amounts on a monthly basis, made payable by warrant, to the Sheriff of Hancock County, to be deposited by the Treasurer of Hancock County and credited to a special account known as the "Sheriff's Police Revolving Fund".

**SECTION VII:**

In the event of an emergency, Sheriff shall be permitted to utilize said Deputy Sheriff of Sheriffs and his assigned cruiser outside the Corporation limits upon the condition that Sheriff uses best efforts to return said Deputy and assigned cruiser to his duties within said Village of Arcadia as soon as practicable.

In the event, said Deputy Sheriff shall be called away from his duties for a period of one (1) hour or more, Village of Arcadia shall not be charged for that time.

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### **SECTION VIII:**

The assigned Deputy Sheriffs shall perform all normal police duties and functions within the Village of Arcadia including service of Court documents. Said Deputy Sheriff's possess the same rights, privileges and powers as held by any other Hancock County Deputy Sheriff or Police Officer. All citations and/or arrests shall be made under the applicable Sections of the Ohio Revised Code, except that said Deputies shall enforce applicable Sections of the Village of Arcadia Codified Ordinance with respect to any incident pertaining to the Village of Arcadia parks or recreational facilities.

### **SECTION IX:**

Sheriff shall make available to the Village of Arcadia reports and summaries of all traffic and criminal activity which has occurred within the Corporation limits of the Village of Arcadia during the term of this Agreement, upon request. Village of Arcadia shall have the right to examine Sheriff's permanent records as they relate to the police functions and services rendered to the Village of Arcadia pursuant to this Agreement.

### **SECTION X:**

Village of Arcadia and Sheriff shall agree that the assigned Deputy Sheriffs shall remain under the direction of the Sheriff and/or Enforcement Division Commander of the Sheriff's Office. The Mayor upon receipt of a complaint or relevant information concerning the conduct of said Deputy Sheriffs or performing their functions on behalf of the Village of Arcadia, will direct the complaint and/or information to the Sheriff forthwith. In response thereto, said Deputy Sheriffs shall be required to respond to said complaint if requested by the Village of Arcadia. Sheriff agrees that he will make himself available to the Mayor and/or Village of Arcadia to answer questions or concerns relating to any complaints or any matters pertaining to this Agreement.

### **SECTION XI:**

Village of Arcadia agrees to provide Deputy Sheriffs with a complete list of addresses and telephone numbers of all on-call Village of Arcadia employees and a list of all businesses and organizations that maintain alarm systems within said Village of Arcadia; and a full set of Village of Arcadia keys.

### **SECTION XII:**

Village of Arcadia agrees to make the Corporation offices and parking spaces available to said assigned work shifts.

**AGREEMENT - SHERIFF AND Village of Arcadia**

**SECTION XIII:**

This Agreement may be terminated by either party upon <sup>CSB</sup> ~~good cause shown~~ by providing written notice to the other by certified mail at least sixty (60) days in advance of the proposed cancellation date.

**SECTION XIV:**

This Agreement shall contain the entire agreement between the parties and no other promises. Terms or conditions shall be binding upon the parties.

**SECTION XV:**

The Agreement shall bind the parties and their successors and assign insofar as permitted by law. The term of this Agreement shall commence on the 1<sup>st</sup> day of May, 2023 and terminating on the 30<sup>th</sup> day of April, 2024.

Said Agreement may be renewed each year thereafter upon written terms as mutually agreed by the parties.

IN WITNESS WHEREOF, the parties have hereunto had set their hands this 10<sup>th</sup> day of April, 2023.

SHERIFF

\_\_\_\_\_  
Michael E. Heldman, Sheriff  
Hancock County

Village of Arcadia

Chetan K. Bablucom  
\_\_\_\_\_  
Mayor  
Arcadia, Ohio