

## Ottawa County Sheriff's Office

## Stephen J. Levorchick Sheriff

Brad M. York Chief Deputy

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Port Clinton, Ohio 43452
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SIERIFF Stephen J. Levorchick Phone (419) 734-6877

CHIEF DEPUTY Brad M. York Phone (419) 734-6826

CAPTAIN OF OPERATIONS Anron Leist Phone (419) 734-6827

JAIL ADMINISTRATOR Captalu Kent Davis Full Service Facility Phone (419) 734-6828

MSJ Facility Phone (419) 734-6995

COMMUNICATIONS
Sergeant James Lucas
Corporal John Knecht
Phone (419) 734-4404

DIRECTOR OF ADMINISTRATION Deputy Heather IC, Moss Phone (419) 734-6823

DIRECTOR OF FINANCE Deputy Callie D. McCounliny Phone (419) 734-6829

CIVIL Deputy Rhonda Reiter Deputy Kendra Dosh Phone (419) 734-6824 This agreement is made this 13 day of Local ber, 2022 by and between Put-in-Bay Township, a political subdivision of the State of Ohio, hereinafter referred to as "Subdivision" and The Ottawa County Sheriff, hereinafter referred to as "Sheriff".

Whereas the Sheriff is authorized, pursuant to Section 311.29 of The Ohio Revised Code, to enter into agreements with political subdivisions of this state for the purpose of performing police functions, exercising police powers, or rendering any police service on behalf of the contracting subdivision, and whereas the Subdivision from time to time needs the service of the Sheriff and his office for police services, and;

Whereas the Subdivision is authorized, pursuant to Section 505.43 of the Ohio Revised Code, to enter into this agreement with the Sheriff to receive police services from the Ottawa County Sheriff's Office.

- The Sheriff shall provide police services, police functions, and police powers for the Subdivision, render and perform such services and all powers necessary or incidental thereto as the Subdivision may request or need, within the jurisdiction and geographical locations of the unincorporated areas of Putin-Bay Township.
- The services, functions, and powers authorized herein shall not suspend the authority of the Subdivision or any of its police powers not to limit the authority of the Sheriff.
- In consideration thereto, the Subdivision shall pay the Sheriff all costs incurred by the Sheriff for such policing including, but not limited to the salaries of the Deputy Sheriff's assigned to such policing, the current cost of funding the retirement pension, the costs of Worker's Compensation, the cost of health and/or life insurance, the cost of vehicles, the cost of fuel, the cost of vehicle maintenance, the cost of equipment and supplies used in such policing and other incidental and necessary items.
- During the pendency of this three (3) year contract, the annual cost of police services by the Ottawa County Sheriff's Office will not exceed \$750,000 during any calendar year of this agreement; provided, however, that in the event the Sheriff has incurred seventy-five percent (75%) of such amount in any calendar year of this agreement before the end of said calendar

year, the Subdivision and the Sheriff, upon notice from the Sheriff to the Subdivision, agree to meet and negotiate in good faith the necessary costs required by the Sheriff to perform police services on behalf of the Subdivision for the remainder of said calendar year. Any overtime incurred through shift coverage, late calls, or court will be paid by Put-in-Bay Township.

- The Sheriff agrees to hire an adequate number of deputies to work within Put-in-Bay Township on a full time basis. Of those deputies, there will be patrol supervisors, as well as patrol deputies.
- Additional hours of police services may be requested upon written notice by the Subdivision to the Sheriff, Such request shall state the number of additional hours and time period requested.
- The Subdivision agrees to provide all housing for deputies assigned to work on both South Bass Island and Middle Bass Island at no cost to the deputies or the Sheriff. For Middle Bass Island, the Subdivision shall provide year round housing (one housing unit), as needed. For South Bass Island, the Subdivision shall provide year round housing (two housing units).
- The Subdivision agrees to provide paid ferry passes to allow the deputies to travel between the islands and the mainland for work purposes, as well as on personal time off.
- The Subdivision agrees to provide office space and a desktop computer for report writing purposes, as well as an area to conduct interviews, investigations, and/or breaks.
- The Subdivision agrees to provide temporary immate housing while still on the islands. This could include payment of a housing contract with the Village of Put-in-Bay.
- The Sheriff agrees to move all immates to the Ottawa County Detention Facility as soon as possible.
- The Subdivision agrees to provide funding for vehicles for patrol on South Bass Island as found to be necessary by the Sheriff. In the first calendar year of this Agreement, the Subdivision shall provide funding for two (2) vehicles and equipment, which cost shall not exceed One Hundred Thousand Dollars (\$100,000.00). The Sheriff agrees to provide vehicles for patrol on Middle Bass Island.
- The Subdivision agrees to provide funding for all vehicle fuel and maintenance as necessary to provide law enforcement services to Put-in-Bay Township.
- The Subdivision agrees to provide funding for uniforms for all deputies as agreed to in the collective bargaining agreement (\$650 per deputy annually).
- All payments pursuant to this contract shall be made payable to The Treasurer of Ottawa County and are to be credited to a special fund to be known as "Sheriff's Policing Rotary Fund #056-0055-510100". Upon receipt of an invoice by the Sheriff, the Subdivision shall pay the annual cost in four (4) quarterly payments due on or about March 31, June 30, September 30, and December 31 of each year during the term of this Agreement.
- The parties of this agreement acknowledge that the Sheriff undertakes and is responsible for many other duties and functions as prescribed by law, and to this end each party acknowledges that this agreement is subordinate to all other functions of the Sheriff and further that the operation of this agreement and the responsibilities of the Sheriff hereunder are directly conditional upon the availability

of the manpower and equipment to perform the services requested and need by the Subdivision and further that in the event that such manpower and equipment is not available due to emergencies or other assignments necessary under law, the Subdivision specifically waives liability of the Sheriff hereunder.

- This agreement shall remain in full force and effect for a period of three years from the effective date of the agreement; however, this agreement may be terminated by any party upon 180 days advance notice, by serving a written notice of termination on the other party of this agreement. The parties hereby acknowledge and agree that the Effective Date is January 1, 2023.
- The Subdivision reserves the right to enter into another contract for police services to supplement this contract at any time.
- A representative of The Ottawa County Sheriff's Office shall attend the last scheduled monthly meeting of the Put-in-Bay Township Trustees. At this meeting, a monthly report compiled by the Sheriff or his designee will be provided to representatives of the Subdivision. This report will outline the number of hours worked and the services rendered during the previous month.
- The Subdivision agrees to pay for any other costs incurred by the Sheriff in providing safety services within Put-in-Bay Township so long as these costs have prior approval of the Subdivision.
- The Sheriff agrees to keep in effect and maintain during the term of this Agreement a police liability insurance policy(ies). The Sheriff agrees to add both the Subdivision as an additional insured on every liability insurance policy which covers the Sheriff.

This Agreement contains the entire agreement between the parties hereto. The parties represent that they have read this Agreement carefully and understand its contents, that they have taken all necessary actions to duly authorize the execution of this Agreement, and that they execute this Agreement of their own free will, after consulting with counsel and being advised of their rights thereto.

• This agreement shall terminate on the thirty-first (31st) day of December, 2025, or within one hundred eighty (180) days written notice by either party.

Put In Bay Township Trastees

Date

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Date

Fue Fmal 12-13-22

APPROVED AS TO FORM:

JAMES VANEERTEN
Prosecuting Attorney
Ottawa County, Ohio

## Addendum of Contract Between Put In Bay Township And

## The Ottawa County Sheriff's Office

Signatures of Ottawa County Commissioners:

Mark Coppeler

Mark Stahl

**Donald Douglas**