

**RESOLUTION NO. 23-23**

**A RESOLUTION AUTHORIZING THE VILLAGE OF NEW MADISON TO  
ENTER INTO A CONTRACT WITH THE SHERIFF OF DARKE COUNTY,  
OHIO FOR POLICE PROTECTION SERVICES**

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**WHEREAS**, the Village of New Madison, Ohio no longer has a Village police department and is in need of police protection services within the Village; and

**WHEREAS**, the Village desires to enter into a contract with the Sheriff of Darke County, Ohio to provide police protection services for the Village; and

**WHEREAS**, entering into said contract is necessary for the continuation of vital public services;

**NOW, THEREFORE, BE IT ORDAINED**, by the Council of the Village of New Madison, Darke County, Ohio:

**SECTION ONE:** The Contract attached hereto as Exhibit "A" with the Sheriff of Darke County, Ohio is hereby approved.

**SECTION TWO:** The Mayor is hereby authorized to enter into said Contract on behalf of the Village, and the Fiscal Officer is hereby authorized to expend any funds necessary to fulfill the terms of said Contract.

**SECTION THREE:** For the reasons stated in the preamble, this Resolution shall be declared an emergency measure and shall take effect immediately upon its passage.

Passed this 20<sup>th</sup> day of November, 2023.

Paul Jarman  
President of Council

ATTEST:

Robert Harker  
Fiscal Officer

APPROVED by the Mayor this  
20<sup>th</sup> day of November, 2023.

Monica L. Schlect  
Mayor

## CONTRACT FOR POLICE SERVICES

This agreement made and entered into at Greenville, Ohio on the 20<sup>th</sup> day of Nov, 2023 by and between the Village of New Madison, Darke County, Ohio, hereinafter referred as "Village" and the Sheriff of Darke County, Ohio, hereinafter referred to as "Sheriff".

In consideration of the mutual premises and undertakings hereinafter specified and pursuant to and in conformity with Ohio Revised Code, Section 737.04 and 311.29 the parties hereto agree, as follows:

1. SERVICE TO BE RENDERED:

The Sheriff agrees to provide 10 hours a week police protection, to the Village of New Madison by assigning exclusively to the Village of New Madison, a regular uniformed Deputy Sheriff to keep the peace, protect the property and to perform other necessary police functions in said Village. In addition, the Sheriff agrees to make available to the Deputy Sheriff all training programs, special equipment, cruiser and other regular facilities of the Sheriff's Office. All Hours worked by Sheriff's Deputies will be exempt from New Madison Village tax.

Which 10 hours per work week the deputy here under will work shall be determined by the Sheriff. Any and all calls answered by Deputies within the village, regardless of their scheduled status will be counted towards the 10 hours of routine patrol. The deputy will be permitted to leave the area on emergency calls as determined by the Shift Supervisor. The Sheriff will furnish sufficient information to substantiate compliance with terms of this contract, upon request, to the Village of New Madison Council during the term of this contract.

This contract is for routine patrol only and will not be utilized to fulfill schedules for special details such as 4<sup>th</sup> of July Celebration, etc.

2. CONSIDERATION TO BE PAID:

In consideration of the forgoing services to be provided by the Sheriff to the Village, the Village for each month of the year of 2024, agrees to pay to Darke County, Ohio the sum of up to sixty-two dollars and forty-eight cents (\$62.48) an hour per man hour and eight dollars and twenty-four cents (\$8.24) per hour for vehicle usage.

Payment pursuant to this contract shall be made to the Darke County Treasurer and credited to the General Fund of Darke County. All monies credited to such account and not obligated at the termination of this contract shall remain in the County General Fund. Payments will be made by the Village on a monthly basis beginning January 1, 2024 and continuing on the same day of each month thereafter for the term of this agreement.

3. TERMS:

The term of this agreement shall be Monthly starting January 1, 2024 and continue through 2024. The parties agree that starting in January 2025 and thereafter, this contract will automatically renew month after month and the contracted amount will increase by the percentage increase agreed upon between the Darke County Sheriff's Office and the Fraternal Order of Police, Ohio Labor Council, Inc. plus any increases in Medicare tax and Public Employees Retirement System rates. Should either party give notice to the other that such contract will not be renewed, such notice shall be given in writing. The notice required to


terminate this Contract must be given at least thirty (30) days before the party wishes to terminate the Contract.

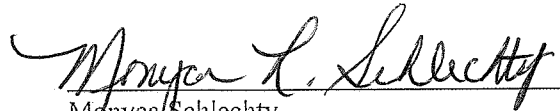
4. MUTUAL UNDERSTANDING:

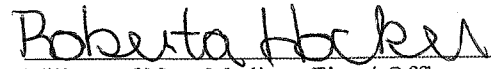
At all times during periods of assignment for the provision of police protection within the Village, each deputy so assigned shall be and shall remain an officer, an employee and a deputy of the Sheriff of Darke County, Ohio, and he or she shall perform his or her duties incident to said function under the exclusive direction, supervision and control of the Sheriff and he or she shall not be subject to direction, supervision or control by the Village and/or any officer, agent or employee of the Village.

The Village, by their execution hereof, acknowledges that the execution of this agreement has been authorized by a resolution of the Village duly adopted.

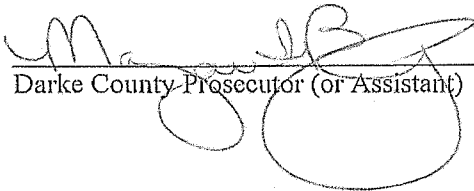
IN WITNESS WHEREOF, the Sheriff of Darke County and the Village of New Madison officials have hereunto set their hands at the date and place first above mentioned.

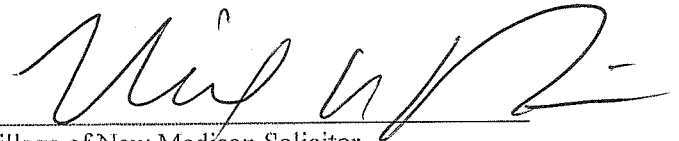
  
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Mark Whittaker  
Darke County Sheriff

  
\_\_\_\_\_  
Monyca Schlechty  
Village of New Madison Mayor

  
\_\_\_\_\_  
Roberta Hocken  
Village of New Madison Fiscal Officer

Approved as to Form Only:

  
\_\_\_\_\_  
Darke County Prosecutor (or Assistant)

  
\_\_\_\_\_  
Village of New Madison Solicitor