

**IN THE MATTER OF AUTHORIZING THE EXECUTION OF A DEPUTY SERVICE AGREEMENT WITH ST. MARYS TOWNSHIP FOR POLICE PROTECTION SERVICES.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of June, 2021.

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, in the past, St. Marys Township has contracted with Auglaize County to provide police protection to said Township; and,

**WHEREAS**, Sheriff Michael Vorhees has advised the Board of County Commissioners that the St. Marys Township Trustees desire to enter into another agreement with the provisions for policy protection to St. Marys Township for eight (8) hours a day, five (5) days per week, with said agreement to terminated on December 31, 2023; and,

**WHEREAS**, the agreement, as drafted setting the terms and conditions of the protective services, is agreeable with Sheriff Vorhees.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve and authorize the deputy services agreement between Auglaize County and the St. Marys Township Trustees for the provision of police protection services as specified; and,

**BE IT FURTHER RESOLVED** that the Board does authorize the execution of said agreement.

Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
15th day of  
June, 2021

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes  
Douglas A. Spencer

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

cc: Sheriff Michael Vorhees  
St. Marys Township

## Deputy Service Agreement

This Deputy Service Agreement (this "*Agreement*") is made and entered into effective as of JUNE 8, 2021 (the "*Effective Date*"), by and between the Auglaize County Sheriff, by and through the Auglaize County Commissioners (the "*County*"), and the Board of Township Trustees of St. Marys Township, Auglaize County, Ohio ("*Township*"); hereinafter collectively referred to as the "*Parties*".

**WHEREAS**, the Township is desirous of acquiring police protection of the property and residents of St. Mary's Township, Auglaize County, Ohio; and

**WHEREAS**, the County is willing and able to provide such police protection services.

### **NOW THEREFORE BE IT RESOLVED THAT THE PARTIES AGREE AS FOLLOWS:**

1. **Services.** The County agrees to provide police protection to the Township for eight (8) hours per day, five (5) days per week ("*Coverage Hours*"), by assigning to the Township one regular uniformed Deputy Sheriff (the "*Township Deputy*"). Except as otherwise provided herein, the County agrees to make available to the assigned Township Deputy all the training programs, special equipment and other regular facilities of the Sheriff's office.

Except as provided for in Section 5. below, in the event that the Township Deputy is on vacation or otherwise on leave, such hours are considered Coverage Hours as required to be provided by the County under this Agreement.

2. **Payment for Services.** Township agrees to reimburse the County for all personnel costs associated with the assigned Township Deputy as provided herein. The Township shall reimburse the County for the salary of the Township Deputy and for any employee benefits associated with the Township Deputy. This includes, but is not limited to any retirement plan payments, insurance benefits or paid time off (such as vacation or sick leave). Such payments will be made by the Township to the County on a monthly basis, except that the payment made in December will be of such amount to reimburse both December and January's monthly cost. The Township understand that the personnel cost of the assigned Township Deputy might change due to a change in assigned personnel to the Township or an increase in benefits. The Township shall cover all increased cost during the term if this Agreement, except to the extent otherwise provided herein.

The Township will not be charged for any officer in charge pay ("*OIC*") associated with the Township Deputy on any shift. Any OIC payment to the Township Deputy will be the sole responsibility of the County and cannot be passed through the Township under this Agreement.

The Township will not be charged for any overtime associated with the Township Deputy, unless such overtime is a direct result of services performed on behalf of or within the Township's jurisdiction by the Township Deputy. All overtime cost incurred by the Township

Deputy but not a direct result of services performed on behalf of or within the Township's jurisdiction shall be the responsibility of the County and cannot be passed through to the Township under this Agreement.

3. Vehicle. The Township shall bear the sole cost and expense of purchasing a road cruiser with all the required equipment (the "*Cruiser*") for use by the Township Deputy. The Township shall pay all costs associated with maintaining such Cruiser, including but not limited to gas, oil, routine maintenance and service and repairs.

The Cruiser shall be titled in the name of the "Auglaize County Commissioners" so that plates, registration and insurance can be maintained. Cost associated with plates, registration and insurance shall be at the expense of the County. In the event that the Cruiser is damaged, destroyed or otherwise requires an insurance claim to be made regarding the Cruiser, the proceeds of such claim shall be paid to the Township. The Township shall have the sole decision on whether to repair or replace the Cruiser with such proceeds. Any deductible associated with an insurance claim involving the Cruiser shall be the responsibility of the Township.

In the event that this Agreement is terminated by either party or in the event that the Township ceases to pursue policy protection services within its jurisdiction, the County shall have the right to purchase the Cruiser at the appraised fair market value.

4. Term. This Agreement shall begin as of the Effective Date and continue until December 31, 2023. The Agreement can be terminated by the mutual written agreement of the Parties.
5. Disability Coverage. Should the Township Deputy be unable to perform his or her duties for a period in excess of three (3) weeks, due to disability or otherwise, the Parties shall meet and use good faith efforts to reach a mutually agreeable resolution as to continued service options under this Agreement. Such provision shall not apply to approved vacation of the Township Deputy.
6. Duties. The Parties agree and understand that the duties of the Township Deputy remain subject to and are under the direct control of the Sheriff. In the event that the Sheriff determines that the designated Township Deputy needs to be changed, the Sheriff shall notify the Township of such change.
7. Entire Agreement. Except as expressly provided otherwise herein, this Agreement represents the entire agreement among the Parties, except that the Parties agree that this Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original but all counterparts together shall constitute a single agreement.
8. Governing Law. The parties agree that this Agreement shall be governed by the laws of the State of Ohio.

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**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed effective as of the date set forth above.

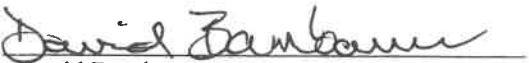
**SHERIFF:**

  
Michael Vorhees

**AUGLAIZE COUNTY COMMISSIONERS:**

  
John N. Bergman


  
Douglas A. Spencer

  
David Bambauer


**ST. MARYS TOWNSHIP TRUSTEES:**

  
Chad Elshoff

  
Allen Imwalle

  
Robert Wilker

Approved as to form:

  
Edwin Pierce  
Prosecuting Attorney  
Auglaize County, Ohio

**IN THE MATTER OF UPDATING THE PLAN FOR ONE-FOR-ONE REPLACEMENT UNITS AND RELOCATION ASSISTANCE PLAN UNDER SECTION 104(d) OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of June, 2021.

Commissioner *Bob Sam* moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on October 24, 1989, Journal book 079 page 266, Auglaize County Board of County Commissioners did approve the One-for-one Replacement Units and Relocation Assistance Plan under the provisions of Title I of the Housing and Community Development Act of 1974, as amended to date, and as described in 24 CFR 570.488. HUD regulations have extended this requirement to the HOME program as well. The Ohio Department of Development (DOD) is authorized to provide financial assistance to units of general local government for undertaking and carrying out Community Development activities; and,

**WHEREAS**, Title I of the Housing & Community Development Act of 1974, has been amended to include a Residential Anti-Displacement & Relocation Assistance Plan Relocation for One-For-One Replacement Units & Relocation Assistance; and,

**WHEREAS**, Auglaize County is applying for assistance under the Housing & Community Development Act of 1974, as amended to date, and as described in 24 CFR 570.488 and propose to undertake Community Development activities.

**THEREFORE, BE IT RESOLVED** Auglaize County will replace all occupied and vacant occupiable low- and moderate- income dwelling units demolished or converted to use other than low- and moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended and as described in 24 CFR 570.488. HUD regulations have extended this requirement to the HOME Program as well; and,

**THEREFORE BE IT FURTHER RESOLVED** that all replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in demolition or conversion, Auglaize County will make public and submit to the Office of Community Development (OCD) the following information in writing:

1. A description of the proposed assisted activity; and,
2. The location of each site on a map and the number of dwelling units by bedroom size that will be demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of the assisted activity; and,
3. A time schedule for the commencement and completion of the demolition or conversion; and,
4. The general location on a map and approximate number of dwelling units by bedroom size that will be provided as replacement dwelling units; and,
5. The source of funding and a time schedule for the provision of replacement dwelling units; and,
6. The basis for concluding that each replacement dwelling unit will remain a low- and moderate-income unit for at least 10 years for the date of initial occupancy; and,
7. An analysis determining whether a dwelling unit proposed to be demolished is occupiable or not; and,
8. An analysis determining whether a dwelling unit proposed to be demolished or converted is considered a low- and moderate-income unit.

Resolution – continued

One-For-One Replacement Units and Relocation Assistance Plan  
June 15, 2021

**THEREFORE, BE IT STILL FURTHER RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, will provide relocation assistance, as described in 24 CFR 570.488, to each low- and moderate-income household displaced by the demolition of housing or conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities; and,

**RESOLVED** consistent with the goals and objectives under the Act, the County of Auglaize agrees to provide substantial levels of assistance to person displaced by HUD-assisted programs and will further seek to minimize displacement of persons as a result of assisted activities.

Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
15th day of  
June, 2021

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes  
Douglas A. Spencer

David Bambauer, Yes  
David Bambauer

John N. Bergman, Yes  
John N. Bergman

cc: Poggemeyer Design Group  
✓ City of Wapakoneta  
✓ City of St. Marys  
✓ CDBG file

**IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION DUE TO MONEYS CERTIFIED AND NOT APPROPRIATED.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of June, 2021.

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board has received a request from the Heritage Trails Park District to increase the 2021 Annual Appropriation with moneys that were certified and unappropriated; and,

**WHEREAS**, the Heritage Trails Park District Fund:

**Increase 946.0946.530600 (Contract Services) by \$2,119.00.**

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the 2020 Annual Appropriation Resolution to be amended to show the increase as tabulated above.

Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
15th day of  
June, 2021

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO  
Douglas A. Spencer, Yes  
David Bambauer, Yes  
John N. Bergman, Yes  
John N. Bergman

- cc: ✓County Auditor
- ✓County Administrator
- ✓Heritage Trails Park District