

ORDINANCE NO. 151-15

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MONTVILLE TOWNSHIP FOR THE PURPOSE OF PROVIDING 9-1-1 EMERGENCY POLICE DISPATCH AND COMMUNICATIONS SERVICES ON BEHALF OF THE RESIDENTS OF THE TOWNSHIP AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Mayor is hereby authorized and directed to enter into an Agreement with Montville Township for the purpose of providing 9-1-1 emergency police dispatch and communications services on behalf of the residents of the Township.

SEC. 2: That a copy of the Agreement for Service is marked Exhibit A, attached hereto and incorporated herein.

SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC.4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to continue the previous ongoing agreement will expire on December 31, 2015; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: December 14, 2015

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: December 15, 2015

SIGNED: Dennis Hanwell
Mayor

AGREEMENT FOR SERVICE

I

This Agreement made and entered into this 14th day of December, 2015, by and between the CITY OF MEDINA, hereinafter referred to as "the City," and MONTVILLE TOWNSHIP, hereinafter referred to as "the Township."

II

The Township's residents require radio, telephone, and 9-1-1 emergency police, fire, and emergency medical dispatching and communications services. The Township does hereby engage and retain the City of Medina for the purpose of providing said emergency police, fire and emergency medical dispatch and communications services on behalf of the residents of the Township, and the City agrees to provide such services on a twenty-four-hour-a-day, seven-day-a-week basis for the period from this date until December 31, 2018. "Dispatch services" for the purpose of this Agreement shall be receiving all messages, including but not limited to personal, telephonic, or written, seeking assistance and forwarding these messages by means of radio on pre-assigned frequencies, or by telephone, or by various paging methods to the personnel on duty for their response and to maintain a tape recording for a minimum of thirty (30) days of all incoming and outgoing calls. "Dispatch services" shall also include RMS (Records Management Services) and mobile laptop visual services.

III

The City agrees to be responsible for the salary paid to police dispatch personnel, as well as any benefits to which dispatch personnel are entitled.

IV

The City and the Township agree to maintain current radio licenses as required by the Federal Communications Commission and to allow each other access to these frequencies. The City shall be responsible for the maintenance of any and all equipment used by the City in furtherance of providing dispatch services to the Township.

V

It is understood and agreed by and between the parties that this contract is entered, executed, and performed by City of Medina personnel in their official capacity and that no City of Medina personnel shall be subject to any claim, cause of action, or remedy in their personal capacity for any acts, omissions, or violation of any duty imposed by this contract. No one at the City of Medina, in either their official or personal capacity, shall be responsible to the Township nor any person and/or entity for any damages for bodily injury, death, or property damage arising out of employment or activities of City of Medina and/or Township employees while engaged in the performance of their duties.

The City of Medina and City of Medina personnel shall not be responsible to the Township for any loss, injury or damage to equipment or property of the Township or to any employee or member of any department of the Township.

VI

The only duty of the City of Medina when rendering dispatch services as set forth in Section II herein is to notify the appropriate department and provide appropriate information as circumstances allow.

VII

In consideration of the sum of Sixty-one Thousand Two Hundred Dollars (\$61,200) payable in one annual payment, plus additional monies paid by the Township to LST, the City agrees to provide emergency police, fire, and emergency medical dispatching services to the Township for the benefit of its residents.

Yearly payment shall be due no later than June 30 each year the fee is due, and shall be payable to the order of the City of Medina, 132 North Elmwood Avenue, Medina, Ohio 44256.

The fee for providing dispatch services to the Township shall increase directly in line with the annual hourly wage increase granted by the Medina Police Communication Union contracts in 2017 and 2018, but, in no event, more than ten percent (10%) per year. The fee for providing dispatch services shall also increase as described in Section VIII herein.

VIII

Dispatch services that include RMS (Records Management Services) and the mobile laptop visual services shall be paid by the Township to the City as follows:

- A. 2016 amount - Two Thousand Sixty Hundred Fifty-five Dollars (\$2,655).
- B. 2017 amount - Five Thousand Three Hundred Ten Dollars (\$5,310).
- C. 2018 amount - Seven Thousand Nine Hundred Sixty-five Dollars (\$7,965).

IX

Any operational change that would have an economic impact to Montville Township will be presented and discussed prior to implementation as between the City and the Township.

X

This Agreement shall be in effect until December 31, 2018. Either party may terminate this Agreement by sending a notice of intent to terminate, in writing, delivered by certified mail, ninety (90) days before the termination date.

XI

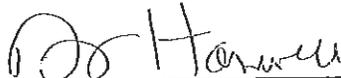
The City and the Township are both interested in discussing other funding sources, including but not limited to, a Dispatch District, JEDD funding, or a dispatch levy.

XII

This writing embodies the complete agreement between the City and the Township, there being no other promise, expressed or implied, between the City and the Township regarding police dispatch services.

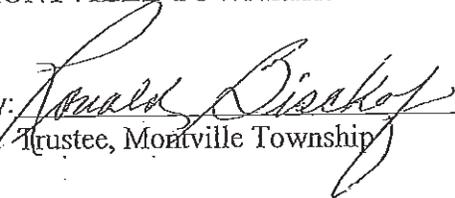
THEREFORE, in consideration of the mutual covenants of the City of Medina and Montville Township as set forth hereinabove, the City of Medina and Montville Township do agree.

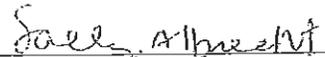
CITY OF MEDINA

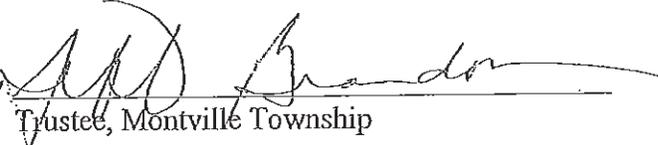
By: 
MAYOR DENNIS HANWELL

Dated: December 15, 2015

MONTVILLE TOWNSHIP

By: 
Trustee, Montville Township

By: 
Trustee, Montville Township

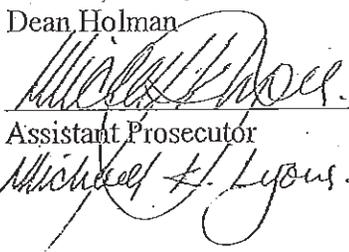
By: 
Trustee, Montville Township

Dated: 11-10-15

Resolution#: 111015.04

Approved as to form

Medina County Prosecutor's Office
Dean Holman


Assistant Prosecutor