

ORDINANCE NO. 38-16

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MEDINA COUNTY SHERIFF'S DEPARTMENT, MONTVILLE TOWNSHIP, MEDINA TOWNSHIP, SHARON TOWNSHIP, AND THE CITY OF MEDINA FOR A LOCAL GOVERNMENT SAFETY CAPITAL GRANT, 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 execute a Memorandum of Understanding with the Medina County Sheriff's Department, Montville, Township, Medina Township, Sharon Township, and the City of Medina, Ohio for a Local Government Safety Capital Grant.

SEC. 2: That a copy of the Memorandum of Understanding 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 the application deadline is March 31, 2016; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: March 14, 2016

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: March 14, 2016

SIGNED: Dennis Hanwell
Mayor

THE UNDERSIGNED, CLERK OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, HEREBY CERTIFIES THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE-RESOLUTION NO. 38-16 ADOPTED BY SAID COUNCIL ON 3-14-16
Kathy Patton
CLERK OF COUNCIL

ORD. 38-16
Exh. A

MEMORANDUM OF UNDERSTANDING

for
**Collaboration and Shared Services on
The Ohio Local Government Safety Capital Grant Program Application**

**Between The Medina County Sheriff's Office, Township of Sharon, Medina City Police
Department, Medina Township Police Department, and Montville Township Police Department**

**WHEREAS, the City of Medina, the County of Medina, the Medina County Sheriff's
Office, the Trustees for the Township of Sharon, the Trustees for the Township of Medina,
and the Trustees for the Township of Montville, wish to cooperate as collaborative partners so
as to present an application to the Ohio Local Government Safety Capital Grant Program; and**

**WHEREAS, the collaborative partners herein desire to enter into a Memorandum of
Understanding setting forth their intent to jointly apply for an Ohio Local Government Safety
Capital Grant and setting forth any financial contributions to be made by the individual partner
entities; the collaborative partners wish to agree upon allocation of any grant monies that may be
awarded and further agree to plan for the sharing and/or use of purchases reimbursed with grant
funds that are received.**

AGREEMENT:

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

Grant Application

The partners hereto agree to collaborate and jointly apply for receipt of Ohio Local Government Safety Capital Grant funds in the total amount of Five Hundred Thousand Dollars (\$500,000). It is agreed that out of the Five Hundred Thousand Dollar (\$500,000) grant amount, a sum of One Hundred Thousand Dollars (\$100,000) shall be allocated to the Medina County Sheriff, a sum of One Hundred Thousand Dollars (\$100,000) shall be allocated to the Trustees of the Township of Sharon, a sum of One Hundred Thousand Dollars (\$100,000) shall be allocated to the Medina City Police Department, a sum of One Hundred Thousand Dollars (\$100,000) shall be allocated to the Medina Township Police Department, and a sum of One Hundred Thousand Dollars (\$100,000) shall be allocated to the Montville Township Police Department.

Grant Allocation

With the exception of the Medina County Sheriff grant amount, each of the other four (4) partners agree to allocate to the Medina County Sheriff, a sum of no less than Twenty-five Thousand Dollars (\$25,000) out of the One Hundred Thousand Dollar (\$100,000) amount that each separate partner receives. As a consequence of this allocation of grant funds, the Medina County Sheriff's Office shall receive a total of One Hundred Thousand Dollars (\$100,000) directly from the grant, and an additional One Hundred Thousand Dollars (\$100,000) from the four (4) other collaborative partners.

Additional Financial Payments

Additional financial payments from each individual collaborative partner to the vendor selling end user radios over and above the grant amounts received will amount to monies as hereinafter set forth:

- A. The Medina County Sheriff's Office shall pay: _____ \$25,000 _____
- B. The Sharon Township Trustees shall pay: _____ -0- _____
- C. The Medina City Police Department shall pay: _____ \$25,000 _____
- D. The Medina Township Police Department shall pay: _____ \$18,414 _____
- E. The Montville Township Police Department shall pay: _____ -0- _____

Use of Grant Funds

Grant funds received from the Ohio Local Government Safety Capital Grant shall be utilized as follows:

- A. The Medina County Sheriff's Office shall add two (2) dispatch workstations to its existing Communications Center for use by Medina City communications officers. A new radio console shall be added to accomplish this task. All partners agree to replace and/or add radios as needed to ensure interoperability as between all collaborative partners. The Medina County Sheriff agrees that the City of Medina shall not be charged utility costs with respect to operation of the new Communications Center that is being created herein.
- B. The Sharon Township Trustees agree to replace radios as needed to ensure interoperability as between all collaborative partners.
- C. The Medina City Police Department shall close its current PSAP/ Communications Center and physically relocate its communications operations to the Medina County Sheriff's Office Communications Center located at 555 Independence Drive, Medina, Ohio 44256, thus eliminating one (1) PSAP within Medina County. City of Medina Police dispatchers shall remain employees of the City of Medina and shall remain under the supervision and control of the City of Medina. The Medina City Police Department shall retain responsibility for staffing decisions and costs related to staffing its workstations within the Medina County Sheriff's Office Communications Center. The City of Medina Police Department agrees to pay the Medina County Sheriff an annual sum of money to compensate for a reasonable proportionate share of costs associated with maintenance and upkeep of the Communications Center. The City of Medina agrees to replace radios as needed to ensure interoperability as between all collaborative partners.

- D. The Medina Township Police Department shall replace and/or add radios as needed to ensure interoperability as between all collaborative partners.
- E. The Montville Township Police Department shall replace and/or add radios as needed to ensure interoperability as between all collaborative partners.

Use of Purchases Reimbursed with Grant Funds Received from the Ohio Local Government Safety Capital Grant:

The Medina County Sheriff's Office Dispatch Center shall be connected to Parma's VIDA core, which will provide collaborative partners contact with anyone who decides to connect to the Harris ISSI. Collaborative partners will also be able to use the Harris BeOn client for their smart phones and Windows clients. This will connect the Medina County Harris system to mobile devices with end to end P25 and AES encryption, if needed.

The Medina County Sheriff's Department houses the largest Public Safety Answering Point in Medina County and the largest 911 call center in Medina County. The City of Medina now contracts for dispatching services with Medina Township and with Montville Township. There is a need to reduce the number of PSAPs in Medina County to three (3). The City of Medina will close its PSAP and consolidate PSAPs by physically moving its dispatch services into the Medina County Sheriff's Office Communications Center. Two (2) new workstations and a new console will be added to accommodate the additional dispatchers in the Center. The merger and upgrade in consoles, mobile units, and portable radios will increase interoperability with all partners while maintaining cost efficiency. The Medina County Sheriff's Office and the Medina City Police Department will retain all management rights and obligations for their individual dispatch communications staff members.

Points of Contact

Each collaborative partner agrees to provide an individual who will act as a point of contact and serve as the responsible person to ensure that activities outlined in this Memorandum of Understanding are accomplished as agreed pursuant to the terms of this contract.

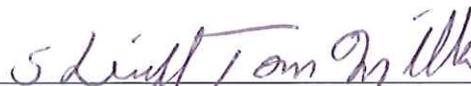
Communications

Communications as between the collaborative partners will be accomplished in writing, by way of e-mail, by way of telecommunications, and through regular meetings. A contact list with the name of the individual point of contact person will be maintained by the Medina County Sheriff's Office and sent to all partners whenever a change is made. Each collaborative partner is responsible for contacting the Sheriff's Office grant coordinator with any contact changes. Each collaborative partner will be responsible for assigning and sending an individual point of contact person to attend meetings to be held as between the partners on a quarterly basis beginning the first year of the grant, and as agreed upon by the collaborative partners thereafter.

Term

The parties agree that this Memorandum of Understanding is contingent upon receipt of an Ohio Local Government Safety Capital Grant. If the parties receive the grant, the parties agree to negotiate an operations agreement setting forth the details of combining operations into a Communications Center as contemplated herein.

MEDINA COUNTY SHERIFF'S OFFICE

By: 
SHERIFF TOM MILLER

Dated: MARCH 15, 2016

CITY OF MEDINA

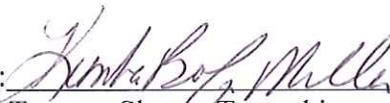
By: 
DENNIS HANWELL, Mayor

Dated: March 14, 2016

SHARON TOWNSHIP

By:  Trustee Chair
Trustee, Sharon Township

By: 
Trustee, Sharon Township

By: 
Trustee, Sharon Township

Dated: MARCH 16, 2016

MEDINA TOWNSHIP

By: William De
Trustee, Medina Township

By: Ken Do Michael
Trustee, Medina Township

By: Ray J. D.
Trustee, Medina Township

Dated: 3-16-2016

MONTVILLE TOWNSHIP

By: Terry Grice
TERRY GRICE, Chief of Police/Safety Director

Dated: 3/14/2016

Approved as to form:

Medina County Prosecutor's Office
Dean Holman

Michael P. De...
Assistant Prosecutor

Gregory A. Huber
Gregory A. Huber, Law Director
City of Medina