

ORDINANCE NO. 11-19

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MEDINA 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 Medina Township for the purpose of providing 9-1-1 emergency police dispatch and communications services on behalf of the residents of the Township for the period January 1, 2019 to December 31, 2021.

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 expired on December 31, 2018; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: January 28, 2019 **SIGNED:** John M. Coyne, III
President of Council

ATTEST: Patrick Patton **APPROVED:** January 29, 2019
Acting Clerk of Council

SIGNED: Dennis Hanwell
Mayor

AGREEMENT FOR SERVICE

Ord. 11-19
Exh. A

I

This Agreement made and entered into this 27 day of NOVEMBER, 20____, by and between the CITY OF MEDINA, hereinafter referred to as "the City" and MEDINA TOWNSHIP, hereinafter referred to as "the Township".

II

The Township's residents require radio, telephone, and 9-1-1 emergency dispatching and communications services. The Township does hereby engage and retain the City of Medina for the purpose of providing said emergency 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 beginning January 1, 2019 until December 31, 2021. "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.

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 agrees to maintain current radio licenses as required by the Federal Communications Commission and to allow each other access to the 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-five Thousand Dollars (\$65,000) 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 contract in 2020 and 2021, but, in no event, more than ten percent (10%) per year.

VIII

The Township has assumed responsibility for its own Records Management through services to be provided by a third party vendor, and the City will no longer provide Records Management Services (RMS) to the Township. However, the city will coordinate with the Township and its vendor to facilitate the Township's capture and management of Township records generated from dispatch services provided by the City under this agreement.

IX

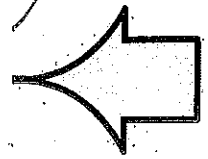
Any operational change that would have an economic impact to the Township will be presented and discussed prior to implementation as between the City and the Township.

X

This agreement shall be in effect until December 31, 2021. Either party may terminate this Agreement by sending a notice of intent to terminate, in writing, delivered by certified mail, ninety (90) day before the termination date.

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

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



CITY OF MEDINA

By: Do Harvey

Dated: 1-29-19

MEDINA TOWNSHIP

By: Kurt [Signature]

By: [Signature]

By: [Signature]

Dated: 11/27/18

Resolution #: 11272018-021

Approved as to form

Medina County Prosecutor's Office
S. Forrest Thompson

Assistant Prosecutor
