

ORDINANCE NO. 7-85

AN ORDINANCE AUTHORIZING A CONTRACT WITH  
THE MEDINA COUNTY SHERIFF'S DEPARTMENT  
FOR POLICE DISPATCHING SERVICE AND TO  
DECLARE AN EMERGENCY

BE IT ORDAINED, by the Council of the Village of Spencer, Ohio,  
three-fourths of its members concurring herein, as follows:

1. The proposed contract for police dispatcher services for  
the Village of Spencer with the Medina County Sheriff's Department,  
a copy of said contract being attached hereto and made a part hereof,  
is hereby approved.

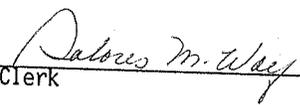
2. The Mayor and the Village Clerk are hereby authorized and  
directed to enter into said contract on behalf of the Village of  
Spencer.

3. This Ordinance is hereby declared to be an emergency measure  
necessary for the public peace, health, safety and welfare of the  
Village of Spencer and for the particular reason that continued  
police dispatching service is necessary for proper public safety  
and that this Ordinance will be in full force and effect from and after  
its passage.

PASSED: May 22, 1985

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Clerk

AGREEMENT FOR SERVICES

I

This agreement made and entered into this 1st day of January, 1985 b and between THE MEDINA COUNTY SHERIFF of Medina County, Ohio hereinafter known as "The Sheriff" and THE VILLAGE OF SPENCER, hereinafter "The Village", this agreement is entered into pursuant to the provisions of Section 311.29 of the Ohio Revised Code.

II

The Village operates a police department which requires dispatch services. The Village does hereby engage and retain the Sheriff for the purpose of providing dispatch services to the Village Police Department of Spencer Village and the Sheriff agrees to provide such service to the Village on a 24-hour-a-day, seven-day-a-week basis for the period from this day until December 31, 1985. "Dispatch services" for the purpose of this agreement shall mean, receiving all messages, including but not limited to personal, telephonic or written, seeking police assistance and immediately forwarding these messages by means of radio on pre-arranged frequencies to the officers on duty for their response, and to maintain a written record and tape recording for thirty (30) days of all incoming calls and outgoing radio messages.

III

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

IV

The Sheriff shall be responsible for the maintenance of any and all equipment used in furtherance of providing dispatch services to the Village.

V

It is understood and agreed by and between the parties that this contract is entered, executed, and performed by the Sheriff only in his official capacity as Sheriff of Medina County, Ohio and no person shall have any claim, cause of action, or remedy against the Sheriff in his personal capacity for any other person and or entity for any damages for bodily injury, death, or property damage arising out of the employment or activities of the Village's employees while engaged in the performance of their duties.

Neither the Medina County Sheriff's Department, Medina County, Ohio, nor the Medina County Sheriff, nor any member of the Medina County Sheriff's

Department, Medina County, Ohio shall be responsible to the Village for any loss or damage to equipment of the Village or to any employee or member of a department of the Village.

VI

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

VII

The Sheriff further agrees that should there be funds remaining in the "Dispatch Rotary Fund" at the end of the year, such funds shall be credited to the Village as an advance payment for dispatch services for the following year in proportion to the Village's participation in the Dispatch Rotary Fund at the end of said year.

VIII

IN CONSIDERATION OF One Thousand Nine Hundred Twenty-two & 28/100 Dollars (\$1,922.28) for the year 1985, payable in monthly installments in the amount of One Hundred Forty-Nine Dollars (\$149.00) commencing January 1, 1985 for three months and then increasing to the amount of One Hundred Sixty Three Dollars and Ninety Two Cents (\$163.92) to the Medina County Sheriff's Dispatch Rotary Fund, which payments shall commence on the first of April 1985 and which shall be considered the base monthly payment, said Sheriff agrees to provide dispatch services to the Village of Spencer for the Spencer Village Police Department.

It is further agreed by the Sheriff and the Village that in the event that there is an increase in compensation to the Sheriff's Dispatchers, then the Sheriff shall notify the Village of the increase, and, unless an objection is filed by the Village within a thirty (30) day period, at the end of that thirty day period the percentage by which the compensation of the dispatchers has been increased shall be used by the Village and Sheriff as a factor to be multiplied times the base monthly payment and the sum of the base monthly payment plus the result of multiplying the percentage times the base shall be the new rate of payment to the Sheriff beginning with the month after the notice given. If objection is raised by the Village, the parties shall meet and attempt to reach a new figure. The Village shall be responsible for ordinary step and grade increases for 1985.

The monthly payments shall be due on or before the first of the month, payable in advance, and shall be made payable to the order of the Medina County Sheriff Dispatch Rotary Fund and remitted to the Medina County Sheriff Department, P.O. Box 603, Medina, Ohio 44258.

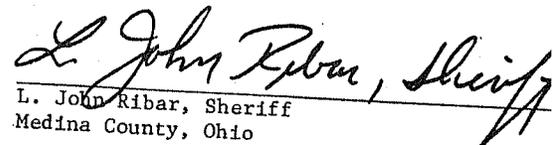
IX

This agreement shall be in effect until December 31, 1985, and either party may terminate this agreement by notifying the other in writing delivered by certified mail ninety (90) days before the termination date. Either party may terminate the agreement by giving ninety (90) days written notice to the other party delivered to the other party by certified mail.

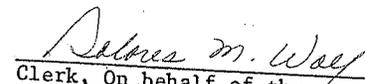
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This writing embodies the complete agreement between the Sheriff and Village, there being no other promises express or implied between the Sheriff and Village regarding dispatch services.

Therefore, in consideration of the mutual covenants of the Village and the Sheriff set forth above, the Sheriff and Village do agree.

  
L. John Ribar, Sheriff  
Medina County, Ohio

  
Sidney E. Sooy, Mayor  
Village of Spencer

  
Dolores M. Wae  
Clerk, On behalf of the  
Village of Spencer