

ORDINANCE NO. 7-09

**AN ORDINANCE AUTHORIZING THE MAYOR
AND VILLAGE FISCAL OFFICER TO ENTER
INTO A CONTRACT WITH THE MEDINA COUNTY
SHERIFF'S OFFICE FOR DISPATCHING SERVICES
AND DECLARING AN EMERGENCY**

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Spencer, Ohio, three-fourths (3/4) of its members concurring herein as follows:

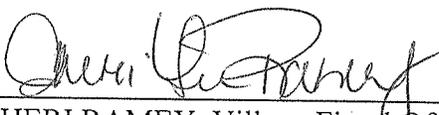
1. That the Village of Spencer requires that the Medina County Sheriff's Office provide 24-hour-a-day, seven-day-a-week radio, telephone, and 9-1-1 emergency dispatching and communication services to the Village for the year 2009;

2. That the Mayor and the Village Fiscal Officer are hereby authorized to enter into a contract with the Medina County Sheriff's Office pursuant to the written Agreement for Dispatching Services attached hereto and incorporated herein as "Exhibit A."

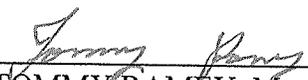
3. This Ordinance is hereby determined to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of said Village and for the particular reason that it is immediately necessary to enter into a contract with the Medina County Sheriff's Department so that the Village is covered by emergency dispatch services, and that this Ordinance shall be in full force and effect from and after its passage.

PASSED: March 18, 2009

ATTEST:



SHERI RAMEY, Village Fiscal Officer



TOMMY RAMEY, Mayor

CERTIFICATE

The undersigned, Sheri Ramey, Village Fiscal Officer, hereby certifies that the foregoing is a true and exact copy of Ordinance No. 7-09 duly passed by Council for the Village of Spencer, Ohio, on the 18th day of March, 2009.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Spencer, Ohio, on this 18th day of March, 2009.

SHERI RAMEY
Village Fiscal Officer

AGREEMENT FOR DISPATCHING SERVICES

I

This agreement made and entered into this 1st day of January, 2009, by and between the **Medina County Sheriff's Office**, hereinafter referred to as "THE SHERIFF," and **Village of Spencer**, hereinafter referred to as the "Village," this agreement is entered into pursuant to the provision of Section 505.37 and 311.29 of the Ohio Revised Code.

II

The Village Residents require radio, telephone, and 9-1-1 emergency dispatching and communication services. The Village does hereby engage and retain the Sheriff for the purpose of providing said emergency dispatching and communication services on behalf of the residents of the Village and the Sheriff agrees to provide such services on a 24-hour-a-day, seven-day-a-week basis for the period from this day until December 31, 2009. "Dispatch services" for the purpose of this agreement shall mean receiving all messages, including but not limited to personal, telephonic or written, seeking assistance and immediately forwarding these messages by means of radio on preassigned frequencies or by telephone, or by various paging methods to the personnel on duty for their response, and to maintain a written record and tape recording for thirty (30) days of all incoming and outgoing calls and 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.

EXHIBIT A

IV

The Sheriff shall be responsible for the maintenance of any and all equipment used in furtherance of providing dispatch services to the Village. The Sheriff also agrees to maintain current radio license as required by the Federal Communications Commission and allow the Village access to these frequencies.

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 and no person shall have any claim, cause of action, or remedy against the Sheriff in his personal capacity for any acts, omissions, or violation of any duty imposed by this contract. Neither the Medina County Sheriff's Office, nor the Medina County Sheriff, either in his official or personal capacity, shall be responsible to the Village nor 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 employees while engaged in the performance of their duties.

Neither the Medina County Sheriff's Office, nor the Medina County Sheriff, nor any member of the Medina County Sheriff's Office, shall be responsible to the Village for any loss or damage to equipment of the Village or to any employee or member of any department of the Village.

VI

The only duty of the Sheriff, 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

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 carried over to the next contract and utilized to offset any possible increase in said contract.

VIII

~~IN CONSIDERATION OF THE SUM OF FIVE THOUSAND EIGHT HUNDRED SEVENTY-NINE DOLLARS (\$5,879.00)~~ payable in one (1) payment, said Sheriff agrees to provide emergency dispatching services to the Village of Spencer for the benefit of its residents.

Payment shall be due no later than June 1, 2009 and shall be made payable to the order of MEDINA COUNTY SHERIFF DISPATCH ROTARY FUND, 555 INDEPENDENCE DRIVE, MEDINA, OH 44256.

IX

This agreement shall be in effect until December 31, 2009 and either party may terminate this agreement by notifying the other in writing delivered by certified mail ninety (90) days before the termination date.

X

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

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

<i>Nell F. Hassinger</i>	<i>3.16.09</i>
Nell F. Hassinger	Date
Medina County Sheriff	

Tommy Ramey, Mayor	Date
Village of Spencer	

Sheri Ramey, Fiscal Officer	Date
Village of Spencer	