

file

**ORDINANCE NO. 4-10**

**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:

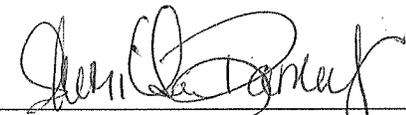
1. That the Village of Spencer requires that the Medina County Sheriff's Office provide 24-hour-a-day, seven-day-a-week radio, telephone, and 9-1-1 emergency dispatching and communication services to the Village for the year 2010;

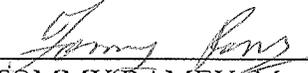
2. That the Mayor and the Village Fiscal Officer are hereby authorized to enter into a contract with the Medina County Sheriff's Office pursuant to the written Agreement for Dispatching Services attached hereto and incorporated herein as "Exhibit A."

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: February 17, 2010

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. 4-10 duly passed by Council for the Village of Spencer, Ohio, on the 17<sup>th</sup> day of February, 2010.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Spencer, Ohio, on this 17<sup>th</sup> day of February, 2010.

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SHERI RAMEY  
Village Fiscal Officer

## AGREEMENT FOR DISPATCHING SERVICES

### I

This agreement made and entered into this 1st day of January, 2010, 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, 2010. "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.

MEDINA COUNTY SHERIFF DISPATCH ROTARY CONTRACT BILLING: CY10

JURISDICTION	ACTUAL # CALLS	BILLABLE # CALLS	BILLABLE	BILLABLE # CALLS	BILLABLE # CALLS	ACTUAL # CALLS	BILLABLE # CALLS	CY 2010 BILLABLE COST
	POLICE	POLICE	# CALLS FIRE	# CALLS RESCUE	OTHER	TOTAL	TOTAL	
Liverpool Twp	1,024	205	81	414		1,519	700	\$20,005
Litchfield Twp	683	137	39	186		908	362	\$10,346
York Twp	783	0	76	224		1,083	300	\$8,574
Graninger Twp	1,075	215	103	304		1,482	622	\$17,776
Sharon Twp	1,335	267	140	343		1,818	750	\$21,434
Lafayette Twp	1,197	239	0	0		1,197	239	\$6,830
Chatham Twp	424	0	57	142		623	199	\$5,687
Spencer Twp	222	0	0	0		222	0	\$0
Homer Twp	212	0	0	0		212	0	\$0
Harrisville Twp	954	0	77	148		1,179	225	\$6,430
Westfield Twp	905	0	81	192		1,178	273	\$7,802
Guilford Twp	672	0	64	0		736	64	\$1,829
Seville Village	927	886	0	0		927	886	\$25,321
Westfield Village	234	226	5	53		292	284	\$8,116
Lodi Village	1,440	1,374	46	273		1,759	1,693	\$48,384
Spencer Village	182	170	0	0		182	170	\$4,858
Chippewa Lake Village	435	87	0	0		435	87	\$2,486
Gloria Glens Village	201	40	13	28		242	81	\$2,315
Spencer Comm. Fire Dist (Spencer Twp/Vill)	0	0	29	155		184	184	\$5,259
Guilford Twp Fire Dept (Seville Vill)	0	0	76	0		76	76	\$2,172
Lafayette Fire & EMS Dist (Lafayette Twp/Chippewa) Town & Country Fire Dist (Homer Twp)	0	0	96	345		441	441	\$12,603
Guilford EMS (Guilford Twp/Seville)	0	0	0	445		445	445	\$12,718
Other Agencies					507	507	507	\$14,490
Sheriff-NCO (County Pays)	8,797					8,797	0	\$0
TOTAL	21,702	3,846	1,000	3,297	507	26,506	8,650	\$247,208

Note: Call counts based on Jan-Dec, 2009 dispatch activity; costs based on annual budget for CY10 operations. Avg. cost per call amount of \$28.579 utilized in CY10 billing.

Prepared by: Medina County Administrator  
02/01/10

CY09 SHERIFF DISPATCH CALL ACTIVITY: ALL CALLS

JURISDICTION	ACTUAL # CALLS POLICE	BILLABLE # CALLS POLICE	ACTUAL # CALLS FIRE	ACTUAL # CALLS RESCUE	ACTUAL # CALLS OTHER	ACTUAL # CALLS TOTAL	BILLABLE # CALLS TOTAL
Hinckley Twp	287	0	32	91	410	410	0
Brunswick Hills Twp	357	0	29	112	498	498	0
Liverpool Twp	1024	205	81	414	1519	1519	700
Litchfield Twp	683	137	39	186	908	908	362
York Twp.	783	0	76	224	1083	1083	300
Medina Twp	748	0	20	171	939	939	0
Granger Twp	1075	215	103	304	1482	1482	622
Sharon Twp	1335	267	140	343	1818	1818	750
Monroville Twp	569	0	27	130	726	726	0
Latayette Twp	1197	239	80	284	1561	1561	603
Chatham Twp	424	0	57	142	623	623	199
Spencer Twp	222	0	22	89	333	333	111
Homer Twp	212	0	17	45	274	274	62
Harrisville Twp	954	0	77	148	1179	1179	225
Westfield Twp	905	0	81	192	1178	1178	273
Guilford Twp	672	0	64	173	909	909	237
Wadsworth Twp	715	0	30	92	837	837	0
Brunswick City	1402	0	53	404	1859	1859	0
Medina City	2083	0	42	579	2704	2704	0
Wadsworth City	1140	0	35	328	1503	1503	0
Seville Village	927	886	76	272	1275	1275	1234
Westfield Village	234	226	5	53	292	292	284
Lodi Village	1440	1374	46	273	1759	1759	1693
Spencer Village	182	170	7	66	255	255	243
Chippewa Lake Village	435	87	16	61	512	512	164
Gloria Glens Village	201	40	13	28	242	242	81
State Highway Patrol					3250	3250	0
Other Agencies					507	507	507
Sheriff-NCO	8797					8797	0
TOTAL	29003	3846	1268	5204	3757	39232	8650