

Resolution R-2016-21

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK OF THE VILLAGE OF WINDHAM TO ENTER INTO A TEMPORARY CONTRACT FOR DISPATCHING SERVICE WITH THE VILLAGE OF GARRETTSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, The three-year contract for dispatching services between the Village of Garrettsville and the Village of Windham will be expiring on June 30, 2016; and

WHEREAS, the Village of Windham is seeking a dispatch service provider for its police department upon Garrettsville's termination of dispatch services but requires additional time to make final arrangements; and

WHEREAS, this Council desires to authorize a temporary dispatch agreement with the Village of Garrettsville in order to permit Windham to secure a permanent service provider.

NOW THEREFORE, BE IT RESOLVED by the Council of the Village of Windham, two-thirds or more of the members elected to concurring, that:

SECTION 1. The Mayor and Clerk of the Village of Windham are hereby authorized to enter into an Agreement with the Village of Garrettsville to provide dispatching services for the Windham Police Department commencing July 1, 2016 and terminating July 31, 2016, as set forth in "Exhibit A", attached hereto and incorporated herein by reference.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure in order for the Village of Windham to execute the temporary Dispatch Agreement prior to the expiration of the current Agreement, wherefore, this Resolution shall be in full force and effect immediately upon its approval by two-thirds or more of the members of this Council.

PASSED AS EMERGENCY this 28th day of June, 2016.

Vote of Council: Ayes: 6
 Nays: 0

ATTEST:

Cheree Taylor, Fiscal Officer

Deborah Blewitt, Mayor

Approved as to Form:

Thomas Reitz, Solicitor

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“EXHIBIT A”

AGREEMENT

THIS AGREEMENT made and concluded this _____ day of June, 2016, by and between the VILLAGE OF GARRETTSVILLE, OHIO a Municipal Corporation (hereinafter referred to as “Garrettsville”), and the VILLAGE OF WINDHAM, OHIO a Municipal Corporation (hereinafter referred to as “Windham”) (hereinafter together referred to as the “Parties”).

WITNESSETH:

IN CONSIDERATION OF the covenants, payments, promises and agreements hereinafter set forth the Parties agree as follows:

A. THE VILLAGE OF GARRETTSVILLE AGREES:

1. To provide Twenty-Four Hour Dispatch Services for the Windham Police Department as described herein, all of which are hereinafter sometimes referred to as the “Communication System” and/or “Services”.
2. To employ, train, supervise and compensate the personnel necessary to operate a central communications service for Police services.
3. To house the communications system in the Garrettsville Police Department, Garrettsville Village, Ohio.
4. To provide Communications Services for the Windham Police Department on a full time basis 24 hours per day, seven days per week.
5. To monitor all fire, burglary, panic alarms and any other emergency calls generated through an alarm panel for and on behalf of Windham.
6. The Village of Garrettsville Chief of Police shall be responsible for the supervision and direction of the communications employees, all of whom shall be deemed employees of Garrettsville.

B. THE VILLAGE OF WINDHAM AGREES:

1. To pay Garrettsville the sum of Two Thousand Four Hundred Twenty-Three Dollars and Sixty-Six Cents (\$2,423.66). Windham shall pay this amount to Garrettsville on or before the 2nd Tuesday of July, 2016.
2. To furnish, maintain and repair, at Windham’s expense, the telephone and other communication equipment needed by Windham., including but not limited to all costs relating to Windham telephone lines being redirected to Garrettsville and any additional cost for routing 911 calls to Garrettsville, and all costs related to installing and maintaining any additional radio equipment that is required to ensure communications between Windham officers on portable and mobile radios that is located within Windham Village and the Garrettsville Communication System. Telephone and other communication equipment provided by Windham shall be owned by Windham.
3. To furnish, maintain and repair, at Windham’s expense, any additional computer equipment needed in the Garrettsville Dispatch center required to maintain the Windham reporting system. The additional computer equipment furnished or provided by Windham shall be owned by Windham.
4. To initiate and maintain, as appropriate, call forwarding or other system employed to route calls to Garrettsville communications center.

C. THE PARTIES MUTUALLY AGREE:

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1. The term of this Agreement shall be for one (1) month, Commencing at 12:00 a.m. on July 1, 2016 and terminating at 11:59 p.m. on July 31, 2016.
2. Should the Village of Windham not require dispatching services for the entire term of this agreement, it shall be liable for the entire the monthly service fee set forth in section B.1, herein, and there shall be no proration of said fee.
3. To cooperate in the operation of the Communications System and Services.
4. Training of the communications personnel shall be under the supervision of the Garrettsville Chief of Police, with participation in any additional training offered by the Village of Windham.
5. The Garrettsville Supervisor of the Dispatch Center, under supervision of the Garrettsville Chief of Police will act as liaison for Garrettsville under this Agreement, with one designated representative from each Windham department served under this Agreement. Windham shall have the exclusive right to select its departmental representatives and reserves the right to periodically replace or select a new representative. All concerns arising from the performance under this Agreement shall be channeled through these representatives.
6. Windham shall have the right to appoint a representative who may attend and address the Garrettsville Safety Committee. In the event a concern of the Parties has not been successfully addressed through the liaison representative called out in paragraph C.5., or the concern to be addressed is jointly related to the operation of the Communication System or Service, the matter may be addressed by the Garrettsville Safety Committee.
7. Each entity is responsible for maintaining and replacing equipment owned by them.
8. In the event of Garrettsville equipment failure requiring repair or replacement, Garrettsville reserves the right to approach Windham to request contribution towards the cost of said repair or replacement. This paragraph is not intended to apply to general maintenance of any equipment that serves the Parties.
9. The Parties agree that in every instance that consent is required to be obtained under any Section of this Agreement, it is understood that no such consent shall be unreasonably withheld.
10. No obligation hereunder shall constitute the personal obligation, whether jointly or severally, of members of the Garrettsville Village Council or members of Windham Village Council and/or the Administration of either of the Parties.
11. This Agreement is for one one-month term, and is also subject to Ohio law governing annual appropriations and municipal finance.
12. Any reporting or notice required under this Agreement by either party to the other shall be served by U.S. Certified Mail, return receipt requested to:
 - A. In case of Garrettsville Village to:
Council, Village of Garrettsville
Village of Garrettsville
8213 High Street
Garrettsville, Ohio 44231
ATTN: CLERK/TREASURER & MAYOR
 - B. In case of Windham Village to:
Council, Village of Windham
Village of Windham
9621 East Center Street
Windham, Ohio 44288
ATTN: FISCAL OFFICER, MAYOR AND POLICE CHIEF

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D. ENTIRE AGREEMENT:

- 1. This Agreement contains the entire agreement between the Parties. There are no other representations, understandings or agreements, oral or written, which are not included herein. This Agreement cannot be changed except by written instrument executed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto by the representatives set forth below.

DATED THIS _____ day of June, 2016.

IN THE PRESENCE OF:

THE VILLAGE OF GARRETTSVILLE, OHIO

WITNESS

BY: _____
MAYOR, RICK PATRICK

WITNESS

BY: _____
CLERK-TREASURER, NANCY BALDWIN

APPROVED AS TO FORM
MICHELE STUCK
GARRETTSVILLE VILLAGE SOLICITOR

THE VILLAGE OF WINDHAM, OHIO

WITNESS

BY: _____
MAYOR, DEBORAH BLEWITT

WITNESS

BY: _____
FISCAL OFFICER, CHEREE TAYLOR

APPROVED AS TO FORM
THOMAS REITZ
WINDHAM VILLAGE SOLICITOR

CERTIFICATE OF FUNDS

It is hereby certified that the amount required to meet the contract set forth above has been lawfully appropriated, authorized or directed for such purpose and is in the treasury or in the process or collection to the credit of the Village of Windham free from any obligation or certification now outstanding. Future years will be lawfully appropriated as needed subject to action of Windham Village Council.

FISCAL OFFICER

DATE