

RESOLUTION NO. 2017-88

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE ERIE COUNTY SHERIFF FOR THE PURPOSE OF THE PROVISION OF EMERGENCY DISPATCH SERVICES TO THE CITY OF HURON AT AN ANNUAL COST NOT TO EXCEED FIFTY SEVEN THOUSAND FOUR HUNDRED EIGHTY ONE AND 21/100 DOLLARS (\$57,481.21) FOR THE AGREEMENT TERM JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager is authorized and directed to enter into an agreement with the Erie County Sheriff for emergency dispatch services for the City of Huron for a term commencing January 1, 2018 through December 31, 2020 with automatic renewal at an annual cost not to exceed Fifty Seven Thousand Four Hundred Eighty One and 21/100 Dollars (\$57,481.21), which agreement shall be in substantially the form of Exhibit "A" attached hereto and made a part hereof, commencing upon execution by all Parties.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. § 121.22.

SECTION 3. That this Resolution shall be in full force and effect immediately upon its adoption.



Brad Hartung, Mayor

ATTEST: 

Clerk of Council

ADOPTED: NOV 28 2017

**RENEWAL CONTRACT BETWEEN THE CITY OF HURON, OHIO
AND THE ERIE COUNTY, OHIO SHERIFF
FOR THE PROVISION OF PUBLIC SAFETY DISPATCHING SERVICES
FOR THE CITY OF HURON POLICE AND FIRE DEPARTMENTS.**

This renewal contract is made and entered into by and between the **CITY OF HURON**, a charter municipality [City], 417 Main Street, Huron, Erie County, Ohio, 44839 and the **ERIE COUNTY SHERIFF** [Sheriff] 2800 Columbus Avenue, Sandusky, Erie County, Ohio 44870 for the provision of public safety dispatching services for the City's Police and Fire Departments by the Sheriff, pursuant to Section 311.29 of the Ohio Revised Code.

1. Commencing on January 1, 2018 at 12:01 A.M., the Sheriff will continue to furnish personnel for the operation of a twenty-four (24) hours a day, seven (7) days a week telephone and radio dispatching service for the City's Police and Fire Departments, as has been the usual previous and customary practice; and,
2. In addition to the above listed dispatching service, the Sheriff agrees to continue to provide the following general services to the City.
 - a) LEADS services. The Sheriff will continue to make any and all appropriate entries and cancellations in the LEADS data base of any wanted or missing persons, stolen property including motor vehicles, and any other entries and cancellations deemed necessary by the City's Police Department; and,
 - b) Non-emergency telephone services. The City will make internal arrangements to address response to non-emergency telephone calls received by the City's Police and Fire Departments. In the event that the City is unable to process non-emergency calls on a periodic or scheduled basis, the Sheriff will assume that responsibility; and,
3. Radio frequency. The City will continue to utilize its unique frequencies for the purpose of emergency dispatch services for its Police and Fire Departments, and the Sheriff agrees to continue to dispatch the City's Police and Fire Departments on those frequencies; and,
4. Records management. The Sheriff and City agree that the Huron Police Department will continue to utilize its current records management system until it has the operational means to support the Sheriff's records management system. The Huron Fire Department does have the capability to utilize the Sheriff's records management system and is prepared to adopt the same. The City agrees to continue to participate in training on the Sheriff's records management system; and,
5. The City shall continue to be represented by the Chiefs of the City's Police and Fire Departments on the Erie County Sheriff's Office Dispatch Advisory Board [Board]. Said board is comprised of one representative of each of the public safety agencies contracting with the Sheriff for dispatching and communications services. Said Board exists to provide dispatch and communications policy input and guidance to the Sheriff. The Board also acts as a selection board for the Sheriff's Communications Supervisor and, by simple majority vote, to provide for the master planning of communications facilities,

to provide for the selection of Computer Aided Dispatch Hardware and Software, to provide for the development of a cost analysis and assessment for contracted participants and to oversee the general operation of the Sheriff's Office Communications Center. Sheriff agrees to abide by the recommendation of the Board relative to the selection or discharge of said Sheriff's Communications Supervisor, who shall be a fiduciary employee of the Sheriff; and,

6. Term. The term of this contract shall be for three (3) years and shall remain in effect until 12:00 midnight on December 31, 2020, and shall automatically renew under the same terms and conditions unless either party provides written notice to the other sixty (60) days prior to the expiration of the term; and,

7. Amendment and Termination. The terms and conditions of this Contract shall be amended upon providing written notice of amendment to the other party's authorized representative. Any modification of this agreement shall be binding only if evidence in writing, signed by the authorized representative of each party. This agreement may be terminated by either party by giving ninety (90) days written notice of termination by the other party's authorized representative:

For the Sheriff:
Erie County Sheriff's Office
Sheriff Paul Sigsworth
2800 Columbus Avenue
Sandusky, Ohio 44870

For the City:
City of Huron
c/o City Manager
417 Main Street
Huron, Ohio 44839

8. Severability. In the event of the invalidation of any portion of this Contract, the remaining sections and subsections shall remain in effect for the duration of the Contract. The parties may meet to negotiate new terms for the invalidated section or subsection if mutually agreeable; and,

9. In the event that this agreement is terminated pursuant to Paragraph 8 for any reason, the City shall have no further obligation to make payment to the Sheriff, except for payment for services rendered and owed at the time of the termination and the Sheriff shall have no further obligation to provide the services required by this Contract; and,

10. The City agrees to maintain all communications, computer, and records management hardware and software currently owned by the City during the life of this contract, utilizing the City's Information Technology (IT) support staff; and,

11. Rate, Charges, and Payment. Sheriff shall charge City, and City shall pay the Sheriff for the services rendered pursuant to this Contract a total annual sum as outlined in Exhibit A. Only the actual expenses incurred by the Sheriff for the employment of the Communications Officer listed in Exhibit A shall be billed to the City every thirty (30) days for the preceding thirty days costs; and,

12. The Sheriff will sign Exhibit B, Contract Limitation Certificate, as required by law as a condition precedent to entering into this Contract; and,

13. This Contract supersedes all other oral and written agreements between the parties with respect to the services that are the subject of this Contract and contains all of the covenants and agreements between the parties; and,

14. Each party acknowledges and agrees that each party possesses liability insurance to cover the acts of its employees, agency, and elected officials, and therefore will not indemnify or name the other as an insured within its own liability coverage; and,

15. This agreement shall be governed and construed in accordance with the laws of the State of Ohio.

FOR THE SHERIFF

Paul A. Sigsworth
Erie County Sheriff

Date

APPROVAL AS TO FORM

Gerhard R. Gross
Erie County Prosecutor's Office
Chief Assistant Prosecuting Attorney
Civil Division

APPROVAL OF LEGISLATIVE BODY

William J. Monaghan
Erie County Commissioner

Patrick J. Shenigo
Erie County Commissioner

Mathew R. Old
Erie County Commissioner

FOR THE CITY

Andrew D. White
City Manager

Date

APPROVAL AS TO FORM

Laura E. Alkire
Law Director

| EXHIBIT "A" | | | |
|---|--|------------------------|--------------------|
| COSTS FOR ONE COMMUNICATIONS OFFICER | | | |
| FOR CITY OF HURON 2018 | | | |
| | | | |
| \$13.00 x 1040 Hours | | | \$13,520.00 |
| \$17.90 x 1040 Hours | | 1st year step increase | \$18,616.00 |
| | | | |
| .35 Cents/hour for second shift differential | | | \$728.00 |
| | | | |
| ESTIMATED OVERTIME | | | \$3,286.40 |
| | | | |
| TOTAL WAGES | | | \$36,150.40 |
| | | | |
| 88 Hours for lump sum holiday pay | | | \$1,575.20 |
| | | | |
| OPERS @ .140 x \$36,150.40 | | | \$5,061.06 |
| | | | |
| Medicare @ .0145 x \$36,150.40 | | | \$524.18 |
| | | | |
| Workers Compensation @ .013% x \$36,150.40 | | | \$469.96 |
| | | | |
| Life Insurance (\$9.38 x 12 months) | | | \$112.56 |
| | | | |
| TOTAL WAGES AND BENEFITS NOT TO EXCEED | | | \$43,893.35 |
| | | | |
| <i>Above maximum wage & benefit calculations are based on the continued employment of</i> | | | |
| <i>Communications Officer Maci Kalinowski under the Dispatching Contract for the City of Huron for</i> | | | |
| <i>calendar years 2018, 2019 & 2020.</i> | | | |
| <i>Total is subject to adjustment for variable actual costs, i.e., hourly rate, overtime hours worked, health</i> | | | |
| <i>insurance, OPERS, etc.</i> | | | |

| EXHIBIT "B" | | | |
|---|--|------------------------|--------------------|
| COSTS FOR ONE COMMUNICATIONS OFFICER | | | |
| FOR CITY OF HURON 2019 | | | |
| | | | |
| \$18.26 x 1040 Hours | | | \$18,990.40 |
| \$19.47 x 1040 Hours | | 2nd year step increase | \$20,248.80 |
| .35 Cents/hour for second shift differential | | | \$728.00 |
| ESTIMATED OVERTIME | | | \$3,996.72 |
| | | | |
| TOTAL WAGES | | | \$43,963.92 |
| 88 Hours for lump sum holiday pay | | | \$1,713.36 |
| OPERS @ .140 x \$43,963.92 | | | \$6,154.95 |
| Medicare @ .0145 x \$43,963.92 | | | \$637.48 |
| Workers Compensation @ .013% x \$43,963.92 | | | \$571.53 |
| Life Insurance (\$9.38 x 12 months) | | | \$112.56 |
| TOTAL WAGES AND BENEFITS NOT TO EXCEED | | | \$53,153.80 |
| | | | |
| <i>Above maximum wage & benefit calculations are based on the continued employment of</i> | | | |
| <i>Communications Officer Maci Kalinowski under the Dispatching Contract for the City of Huron for</i> | | | |
| <i>calendar years 2018, 2019 & 2020.</i> | | | |
| <i>Total is subject to adjustment for variable actual costs, i.e., hourly rate, overtime hours worked, health</i> | | | |
| <i>insurance, OPERS, etc.</i> | | | |

| EXHIBIT "C" | | | |
|---|--|------------------------|--------------------|
| COSTS FOR ONE COMMUNICATIONS OFFICER | | | |
| FOR CITY OF HURON 2020 | | | |
| | | | |
| \$19.86 x 1040 Hours | | | \$20,654.40 |
| \$21.11 x 1040 Hours | | 3rd year step increase | \$21,954.40 |
| | | | |
| .35 Cents/hour for second shift differential | | | \$728.00 |
| | | | |
| ESTIMATED OVERTIME | | | \$4,333.68 |
| | | | |
| TOTAL WAGES | | | \$47,670.48 |
| | | | |
| 88 Hours for lump sum holiday pay | | | \$1,713.36 |
| | | | |
| OPERS @ .140 x \$47,670.48 | | | \$6,673.87 |
| | | | |
| Medicare @ .0145 x \$47,670.48 | | | \$691.22 |
| | | | |
| Workers Compensation @ .013% x \$47,670.48 | | | \$619.72 |
| | | | |
| Life Insurance (\$9.38 x 12 months) | | | \$112.56 |
| | | | |
| TOTAL WAGES AND BENEFITS NOT TO EXCEED | | | \$57,481.21 |
| | | | |
| <i>Above maximum wage & benefit calculations are based on the continued employment of</i> | | | |
| <i>Communications Officer Maci Kalinowski under the Dispatching Contract for the City of Huron for</i> | | | |
| <i>calendar years 2018, 2019 & 2020.</i> | | | |
| <i>Total is subject to adjustment for variable actual costs, i.e., hourly rate, overtime hours worked, health</i> | | | |
| <i>insurance, OPERS, etc.</i> | | | |

EXHIBIT B
CONTRACT LIMITATION CERTIFICATE

I, _____, on behalf of the Sheriff of Erie County Ohio do hereby acknowledge that the maximum amount of monetary obligation of the city of Huron Ohio under the attached contract or agreement is Fifty Seven Thousand Four Hundred Eighty-One Dollars and Twenty One cents (\$57,481.21) unless the City Council of Huron Ohio gives prior approval for additional expenditures of money under the contract or agreement and the City of Huron Finance Director certifies to the availability of such additional funds. The Council of the City of Huron, Ohio shall not be held liable by the Sheriff of Erie County, Ohio for any monetary obligations under this contract or agreement above the maximum amount of Fifty Seven Thousand Four Hundred Eighty-One Dollars and Twenty-One cents (\$57,481.21) unless the expenditures are approved by the City of Huron

Representative of Vendor

Sworn to before me and subscribed in my presence this ____ day of _____, 2017

EXHIBIT C
CERTIFICATION OF AVAILABILITY OF FUNDS

I, Catherine Ramey, Finance Director of the City of Huron, Ohio, hereby certify that the funds necessary to meet the terms of this contract have been lawfully appropriated for the purpose of this contract, and those funds are in the treasury of the City of Huron, Ohio, or are in the process of collection to the credit of that appropriation, free from prior encumbrance.

Catherine Ramey
Finance Director, City of Huron