

**RESOLUTION NO. 95-2022**

Introduced by Sam Artino

**A RESOLUTION AUTHORIZING THE AUTOMATIC ONE-YEAR REWEVAL OF AN AGREEMENT WITH THE ERIE COUNTY SHERIFF FOR THE PROVISION OF EMERGENCY DISPATCH SERVICES TO THE CITY OF HURON FOR AN AMOUNT NOT TO EXCEED ONE HUNDRED TWO THOUSAND ONE HUNDRED THIRTY AND 82/100 DOLLARS (\$102,130.82) FOR THE AGREEMENT RENEWAL TERM OF JANUARY 1, 2023 THROUGH DECEMBER 31, 2023**

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

**SECTION 1.** That the automatic one-year renewal of an agreement with the Erie County Sheriff for emergency dispatch services for the City of Huron for the term commencing January 1, 2023 through December 31, 2023 at an annual cost not to exceed One Hundred Two Thousand One Hundred Thirty and 82/100 Dollars (\$102,130.82) is hereby authorized. A copy of the Agreement is attached hereto as Exhibit "A" and made a part hereof.

**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.

ATTEST: *Jeri Welkenes*  
Clerk of Council

*Mark Claus*  
Mark Claus, Vice-Mayor

ADOPTED: 25 OCT 2022



**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 DIVISIONS.**

January 1, 2022  
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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 Divisions by the Sheriff, pursuant to Section 311.29 of the Ohio Revised Code.

1. Commencing on January 1, 2022 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 Divisions, as has been the 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 Division; 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 Divisions. 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 Divisions, and the Sheriff agrees to continue to dispatch the City's Police and Fire Divisions 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

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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 one (1) year and shall remain in effect until 12:00 midnight on December 31, 2022, and shall automatically renew under the same terms and conditions unless either party provides written notice to the other sixty (60) day 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

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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 owed 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 not to exceed One Hundred Two Thousand One Hundred Thirty and Eighty Two cents (\$102,130.82); and
12. The Sheriff will sign Exhibit A, 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.

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**SIGNATURE PAGE**

**FOR THE SHERIFF**

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Paul A. Sigsworth  
Erie County Sheriff

**APPROVAL AS TO FORM**

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

**APPROVAL OF LEGISLATIVE BODY**

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Patrick Shenigo  
Erie County Commissioner


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Matthew Old  
Erie County Commissioner

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Stephen Shoffner  
Erie County Commissioner

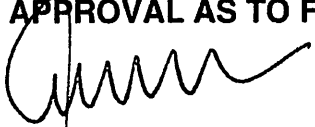
**FOR THE CITY**



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Matthew Lasko  
City Manager

**APPROVAL AS TO FORM**



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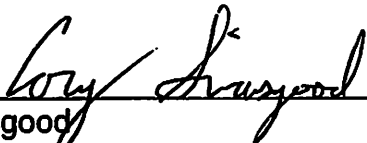
Seeley Savidge Ebert & Gourash  
L.P.A.  
Law Director

January 1, 2022

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**CERTIFICATION OF AVAILABILITY OF FUNDS**

I, Cory Swaisgood, 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.

  
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Cory Swaisgood  
Finance Director