

RESOLUTION NO. 101-2024

Introduced by Joe Dike

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTED A RENEWAL CONTRACT WITH THE ERIE COUNTY SHERIFF FOR THE PROVISION OF EMERGENCY DISPATCH SERVICES TO THE CITY OF HURON POLICE AND FIRE DEPARTMENTS FOR AN AMOUNT NOT TO EXCEED ONE HUNDRED EIGHTY-NINE THOUSAND SIX HUNDRED FORTY-TWO AND 90/100 DOLLARS (\$189,642.90) FOR THE AGREEMENT TERM OF JANUARY 1, 2025 THROUGH DECEMBER 31, 2026

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

SECTION 1. That the City Manager is hereby authorized to execute a renewal contract with the Erie County Sheriff for emergency dispatch services for the City of Huron Police and Fire Departments for the term commencing January 1, 2025 through December 31, 2026 at a cost not to exceed One Hundred Eighty-Nine Thousand Six Hundred Forty-Two and 90/100 Dollars (\$189,642.90). 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:


Clerk of Council


Monty Tapp, Mayor

ADOPTED:

10 DEC 2024



RESOLUTION NO. 25-21

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
ERIE COUNTY, OHIO, FOR THE PURPOSE OF CONFIRMING AN
AGREEMENT WITH THE ERIE COUNTY SHERIFF AND THE CITY OF HURON**

The Board of County Commissioners of Erie County, Ohio, met this 15th day of January, 2025, in regular session with the following members present:

Patrick J. Shenigo, Mathew R. Old, and Stephen L. Shoffner.

Mr. Shoffner introduced the following resolution and moved its adoption.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
ERIE COUNTY, OHIO:**

THAT, this Board confirms an agreement between the Erie County Sheriff and the City of Huron, Attn: City Manager, 417 Main Street, Huron, Ohio 44839, for the purpose of providing emergency dispatch services to the City of Huron Police and Fire Departments, according to the provisions as outlined in the attached document; and

THAT, this Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board; and that all deliberations of this Board 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 Section 121.22 of the Revised Code.

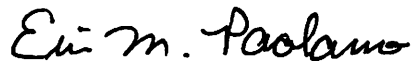
Mr. Old seconded the motion for the adoption of said resolution; and the roll being called upon its adoption, the vote resulted as follows:

Roll Call: Mr. Shoffner, Aye; Mr. Old, Aye; Mr. Shenigo, Aye

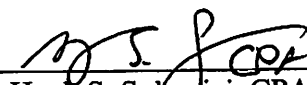
Adopted: January 15, 2025

CERTIFICATE

I, Erin M. Paolano, Clerk of the Board of County Commissioners of Erie County, Ohio, hereby do certify that the above is a true and correct copy of resolution adopted by said Board under said date, and as same appears in Commissioners' Journal Volume #240.

 Clerk
Board of County Commissioners
of Erie County, Ohio

Approved by County Administrator


Hank S. Solowiej, CPA

**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**

January 1, 2025

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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 Departments by the Sheriff, pursuant to Section 311.29 of the Ohio Revised Code.

1. Commencing on January 1, 2025 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 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,

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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 two (2) years and shall remain in effect until 12:00 midnight on December 31, 2026; 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

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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 Eighty-Nine Thousand Six Hundred Forty-Two Dollars and Ninety Cents (\$189,642.90).

Payments made pursuant to this contract will be deposited into and withdrawn from Sheriff's Dispatching Revolving Fund Account. Any excess in this fund at the end of each fiscal year will be utilized to defray costs of all participating agencies having membership in the Sheriff's Office Dispatch Advisory Board for the following fiscal year, pursuant to the funding formula developed by the Board and approved by Sheriff and Sheriff's funding source, the Erie County Commission; and

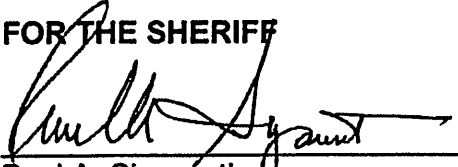
12. The Sheriff will sign Exhibit A, Contract Limitation Certificate, as required by law as a condition precedent to entering into this Contract; and
13. This Contract supersedes all other oral and written agreements between the parties with respect to the services that are the subject of this Contract 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



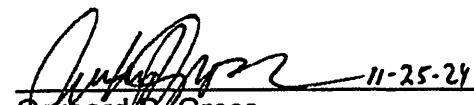
Paul A. Sigsworth
Erie County Sheriff

FOR THE CITY



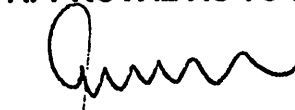
Matthew Lasko
City Manager

APPROVAL AS TO FORM

 11-25-24

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

APPROVAL AS TO FORM




Todd A. Schrader, Esq.
Law Director

APPROVAL OF LEGISLATIVE BODY



Patrick J. Shenigo
Erie County Commissioner



Matthew R. Old
Erie County Commissioner



Stephen Shoffner
Erie County Commissioner

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SIGNATURE PAGE

FOR THE SHERIFF



Paul A. Sigsworth
Erie County Sheriff

FOR THE CITY



Matthew Lasko
City Manager

APPROVAL AS TO FORM

 11-25-24

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

APPROVAL AS TO FORM



Todd A. Schrader, Esq.
Law Director

APPROVAL OF LEGISLATIVE BODY

Patrick J. Shenigo
Erie County Commissioner

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EXHIBIT A


CONTRACT LIMITATION CERTIFICATE

I, Paul A. Sigsworth, 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 One Hundred Eighty-Nine Thousand Six Hundred Forty-Two Dollars and Ninety Cents (\$189,642.90) for 2025-2026 unless the City of Huron, Ohio gives prior approval for additional expenditures of money under the contract or agreement and the City of Huron, Ohio Fiscal Officer certifies to the availability of such additional funds. 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 \$189,642.90, unless the expenditures are approved by the City of Huron, Ohio.



Paul A. Sigsworth
Sheriff, Erie County

Sworn to before me and subscribed in my presence this 2nd day of
December, 2024.



Notary Public
State of Ohio




ERIN E BAUER
Notary Public
State of Ohio
My Comm. Expires
March 31, 2028

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CERTIFICATION OF AVAILABILITY OF FUNDS

I, Ed Widman, 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.



Ed Widman
Finance Director

CITY OF HURON, OHIO AND ERIE COUNTY SHERIFF

EXHIBIT B

2025-2026 DISPATCHING CONTRACT COSTS

Rollover associated with raises from 2024 calendar year	\$7,763.43
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2025 Dispatching Rate	\$89,258.49
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2026 Dispatching Rate	\$92,620.98
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TOTAL COST OF 2025-2026 CONTRACT	<u>\$189,642.90</u>
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Monthly invoice for 24 months	\$7,901.788
<i>6 months at \$7,901.78</i>	
<i>18 months at \$7,901.79</i>	