

Village of Mantua, Ohio

Resolution 2016-20

(amended)

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK OF THE VILLAGE OF MANTUA TO ENTER INTO AN AGREEMENT FOR THE PROVISION OF DISPATCHING SERVICES TO THE MANTUA-SHALERSVILLE JOINT FIRE DISTRICT, AND DECLARING AN EMERGENCY.

WHEREAS, the Mantua Safety Committee has recommended that this Council consider entering into an Agreement to provide dispatching services for the Mantua-Shalersville Joint Fire District.

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

SECTION 1. That the Mayor and Clerk-Treasurer of the Village of Mantua are hereby authorized to enter into an Agreement with the Mantua-Shalersville Joint Fire District to provide dispatching services for the Mantua-Shalersville Joint Fire District, 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 that the contemplated Agreement for dispatching services may be executed, and the provision of such services initiated, at the earliest possible date, and shall be in full force and effect immediately upon its approval by two-thirds or more of the members of this Council.

PASSED IN COUNCIL this 18th day of October, 2016.

ATTEST:

Linda Clark, Mayor

Jenny August, Clerk-Treasurer

I hereby certify that the above Resolution was posted at the five (5) public notice locations in the Village of Mantua, Ohio, on the _____ day of _____, 2016.

Clerk

Approved as to Form:

Michele Stuck, Solicitor

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“EXHIBIT A”

AGREEMENT

THIS AGREEMENT made and concluded this _____ day of _____, 2016, by and between the VILLAGE OF MANTUA, OHIO an Ohio Municipal Corporation (hereinafter referred to as “Mantua”), and the MANTUA-SHALERSVILLE JOINT FIRE DISTRICT, an Ohio Joint Fire District established pursuant to Ohio Revised Code section 505.371 (hereinafter referred to as “Fire District”) (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 MANTUA AGREES:

1. To provide Twenty-Four Hour Dispatch Services for fire and emergency medical services to and for Fire District, 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, Fire, Emergency Medical Services, and other emergency services.
3. To house the communications system in the Mantua Government Center, Mantua Village, Ohio.
4. To provide Communications Services for the Fire District on a full time basis 24 hours per day, seven days per week.
5. The Village of Mantua Chief of Police shall be responsible for the supervision and direction of the communications employees, all of whom shall be deemed employees of Mantua.

B. THE FIRE DISTRICT AGREES:

1. For the calendar years 2017 through 2019 Fire District shall pay to Mantua as compensation for the services set forth in Section A of this Agreement an annual amount as set forth in the following schedule:

<u>Year</u>	<u>Annual Compensation</u>
2017	\$42900.00
2018	\$42900.00
2019	\$44187.00

Fire District shall pay this amount to Mantua in twelve (12) equal installments per year; each installment is payable on or before the 3rd Tuesday of each month.

2. To furnish, maintain and repair, at Fire District’s expense, the telephone and other communication equipment needed by Fire District.
3. The Village of Mantua shall have no obligation to monitor fire, burglary, panic alarms or any other emergency calls generated through an alarm panel for or on behalf of Fire District. With regard to the alarm which monitors Fire District’s own building, Mantua will continue to monitor this alarm so long as it remains functional. In the event of equipment failure, Mantua reserves the right to discontinue the service unless Fire District bears the full cost of necessary repair, replacement or maintenance.

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C. THE PARTIES MUTUALLY AGREE:

1. Notwithstanding any provision of the Agreement for Dispatching Services executed by the parties hereto on March 22, 2004 or any amendments thereto, the execution of this Agreement serves as a complete and mutually agreed termination of the prior Agreement and the respective rights and obligations of the parties thereunder effective 12:01 a.m. on January 1, 2017
2. This Agreement shall be effective from January 1, 2017 through December 31, 2019 but is subject to the provisions of this Section having to do with termination, and is also subject to Ohio law governing annual appropriations and municipal finance.
3. The parties agree to cooperate in the operation of the Communications Service.
4. This Agreement may be terminated by either party by giving notice of termination in writing to the other party at least ninety (90) days before the date of the proposed termination.
5. This Agreement may be terminated at any time by mutual written consent of the parties.
6. Training of the communications personnel shall be under the supervision of the Mantua Chief of Police, with participation in any additional training offered by the Fire District.
7. The Mantua Head Dispatcher, under supervision of the Mantua Chief of Police, will act as liaison for Mantua under this Agreement, with one designated representative from Fire District under this Agreement. Fire District 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.
8. Fire District shall have the right to appoint a representative who shall sit on the Mantua Safety Committee. In the event a concern of the Parties has not been successfully addressed through the liaison representative called out in paragraph C.8., 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 Mantua Safety Committee.
9. Each entity is responsible for maintaining and replacing equipment owned by them.
10. Other than as stated in Section B.3, in the case of dispatch equipment jointly owned by both parties, any costs related to replacement, maintenance contracts or continuation of services, shall be shared equally (50/50) by both parties. This includes but is not limited to voice/data recorder.
11. 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.
12. No obligation hereunder shall constitute the personal obligation, whether jointly or severally, of members of the Mantua Village Council or members of Fire District and/or the Administration of either of the Parties.
13. 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 Mantua Village, to:
Council, Village of Mantua
4650 High Street, P.O. Box 775
Mantua, Ohio 44255
ATTN: CLERK/TREASURER & MAYOR

B. In case of Fire District, to:
Clerk
Mantua-Shalersville Fire Department
10303 State Route 44
Mantua, Ohio 44255

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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 _____, 2016.

FOR THE VILLAGE OF MANTUA, OHIO

IN THE PRESENCE OF:

Linda Clark, Mayor

Witness

Jenny August, Clerk-Treasurer

Witness

Approved as to Form

FOR THE MANTUA-SHALERSVILLE JOINT FIRE DISTRICT

Fire District Trustee

Witness

Fire District Trustee

Witness

Fire District Trustee

Witness