

Village of Mantua, Ohio

Resolution 2016-23

(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 VILLAGE OF GARRETTSVILLE POLICE DEPARTMENT, 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 Village of Garrettsville Police Department.

**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 Village of Garrettsville to provide dispatching services for the Garrettsville Police Department, 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 \_\_\_\_\_ day of \_\_\_\_\_, 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

**Village of Mantua, Ohio**  
**Resolution 2016-23**  
**(amended)**  
**“EXHIBIT A”**  
**AGREEMENT**

THIS AGREEMENT made and concluded this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the VILLAGE OF MANTUA, OHIO a Municipal Corporation (hereinafter referred to as “Mantua”), and the VILLAGE OF GARRETTSVILLE, OHIO a Municipal Corporation (hereinafter referred to as “Garrettsville”) (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 police to and for Garrettsville, 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 Garrettsville police department 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 VILLAGE OF GARRETTSVILLE AGREES:**

1. To pay Mantua the sum of Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$6,666.67) per month from the start of services through December 31<sup>st</sup> 2016 as and for compensation for the services set forth in Section A of this Agreement. Garrettsville shall pay to Mantua this sum on or before the 3rd Tuesday of each month.
2. For the calendar years 2017 through 2021, Garrettsville 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	\$82,400.00
2018	\$84,872.00
2019	\$87,418.16
2020	\$90,040.70
2021	\$92,741.93

Garrettsville shall pay this amount to Mantua in four equal installments, each installment is payable on or before the 3rd Tuesday of the months of January, April, July and October.

3. To furnish, maintain and repair, at Garrettsville’s expense, the telephone and other communication equipment needed by Garrettsville.

**Village of Mantua, Ohio**  
**Resolution 2016-23**  
**(amended)**

4. 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 Garrettsville.

**C. THE PARTIES MUTUALLY AGREE:**

1. This Agreement shall be effective from August 1, 2016 through December 31, 2021, 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.

2. The parties agree to cooperate in the operation of the Communications Service.

3. The parties agree to participate in discussions relative to the future formation of a Council of Governments or similar regional body for the purpose of providing the services enumerated herein.

4. This Agreement may be terminated by either party by giving notice of termination in writing to the other party at least one hundred twenty (120) 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 Village of Garrettsville.

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 Garrettsville under this Agreement. Garrettsville 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. Garrettsville 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.7., 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. 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 Garrettsville.

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 Garrettsville Village Council 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:

**Village of Mantua, Ohio**  
**Resolution 2016-23**  
**(amended)**

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 Garrettsville Village to:  
Council, Village of Garrettsville  
8213 High Street  
Garrettsville, Ohio 44231  
ATTN: CLERK-TREASURER

**D. INFORMED CONSENT TO COMMON REPRESENTATION AND WAIVER OF CONFLICT OF INTEREST OF  
LEGAL COUNSEL**

The parties acknowledge that Michele A. Stuck, Attorney at Law, is currently employed as Solicitor for the Village of Mantua and the Village of Garrettsville. The parties further acknowledge that Ms. Stuck drafted this Agreement, including any revisions requested by the parties, at the request of the Village of Mantua Safety Committee and the Village of Garrettsville Safety Committee. The parties assert that the representation provided by Michele A. Stuck as legal counsel in drafting and reviewing this agreement was requested by each party and that each party was fully aware of the role of Michele A. Stuck as legal counsel for both parties. The parties further assert that neither party objected to such representation.

The parties agree that the negotiations relating to the terms and provisions contained in this Agreement were discussions among the Police Chief of Mantua, the Police Chief of Garrettsville, the Safety Committee of Mantua, the Safety Committee of Garrettsville, and other administrative officials. The parties further agree that Michele A. Stuck did not negotiate material terms and provisions between the parties.

The parties acknowledge, however, that Michele A. Stuck has recommended that each party seek independent legal counsel and review of this Agreement. In accordance with this recommendation, the Village of Mantua has taken the following action: None and the Village of Garrettsville has taken the following action: obtained review by Attorney Robert Mishler. After such review, the parties assert that this Agreement represents the mutual agreement of each party and that there are no adverse issues, relating to this Agreement, between the parties.

In the event of a conflict, dispute, claim or other issue relating to this Agreement by one party against another party, the parties acknowledge and agree that Michele A. Stuck is prohibited by Rule 1.7 of the Rules of Professional conduct from representing either party and that each party will be responsible for obtaining its own independent legal counsel.

The parties further agree and acknowledge that the intent and purpose of this Article D is for each party to provide informed consent, in writing, of the Michele A. Stuck conflict of interest. The parties assert that they have had an opportunity to inquire with Michele A. Stuck and/or independent legal counsel regarding any questions or concerns relating to this Article D.

**Village of Mantua, Ohio**  
**Resolution 2016-23**  
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**E. 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 VILLAGE OF GARRETTSVILLE, OHIO

\_\_\_\_\_  
Rick Patrick, Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Nancy Baldwin, Clerk-Treasurer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Approved as to Form

**CERTIFICATE OF FUNDS**

It is hereby certified that the amounts required to meet the contract set forth above for 2016 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 Garrettsville free from any obligation or certification now outstanding.

Future years will be lawfully appropriated as needed subject to action of Garrettsville Village Council.

\_\_\_\_\_  
CLERK-TREASURER

\_\_\_\_\_  
DATE