

ORDINANCE NO. 15-2012

Authorizing the City Manager to Enter into a Contract with Sharon Township for the Provision of Public Safety Dispatching Services.

WHEREAS, the provision of dispatching services is necessary for the safety and welfare of Sharon Township; and,

WHEREAS, Sharon Township, has agreed to enter into a contract with the City of Worthington for public safety dispatching services; said Agreement being substantially similar to the Agreement attached hereto as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:

SECTION 1. That the City Manager be and hereby is authorized and directed to enter into a contract with Sharon Township to provide public safety dispatching services.

SECTION 2. That notice of passage of this Ordinance shall be posted in the Municipal Administration Building, the Worthington Library, the Griswold Center and the Worthington Community Center and shall set forth the title and effective date of the Ordinance and a statement that the Ordinance is on file in the office of the Clerk of Council. This Ordinance shall take effect and be in force from and after the earliest period allowed by law and by the Charter of the City of Worthington, Ohio.

Passed June 4, 2012

[Signature on File]
President of Council

Attest:

[Signature on File]
Clerk of Council

Introduced May 21, 2012
P.H. June 4, 2012
Effective June 27, 2012

AGREEMENT

THIS AGREEMENT is entered into as of this 2 day of May, 2012 by and between the City of Worthington, Ohio, hereinafter referred to as the "City" and the Sharon Township Board of Trustees, of Franklin County, Ohio, hereinafter referred to as the "Township".

WITNESSETH

WHEREAS, the Township is desirous of acquiring, and the City is willing to provide, radio dispatch services for the Police Department of said Township by Titles 5 and 7 of the Ohio Revised Code.

NOW, THEREFORE, in consideration of the promises and covenants herein set forth, the City and the Township hereby agree as follows:

1. Basic Services. The City shall provide twenty-four (24) hour dispatching services for Police Department calls received by the Township. For purposes of this Agreement, a Police Department call is defined as a telephone or other message requesting police service, which message is subsequently dispatched by radio or other means to a Township officer for response. A separate dispatch record of Police Department calls will be maintained by the City to provide a record of dispatch and response services. The use of the City Records Bureau, L.E.A.D.S., and a dedicated telephone line are among the services rendered to the Township under this Agreement.

The City will also provide dispatch services for the Township road crew as long as the frequency 155.880 and 154.995 MHz licensed to Sharon Township is operational. If those frequencies would cease to exist, the Township would be responsible for all costs associated with any frequency change or upgrades.

- a. Optional Services. The City may provide, upon request, access to the Mobile Client with LEADS query capabilities from the field for an additional fee. The City will provide IT support for the mobile software and any other software that affects the mobile client.
2. Fee for Services. During calendar year 2012, the fee to be paid by the Township to the City for basic dispatch service provided hereunder shall be \$2,083.33 per month for each full calendar month during which Services are rendered. The first monthly fee shall be due and payable on January 15, 2012 and each subsequent

monthly fee shall be due and payable on or before the 15th day of each month. Beginning in calendar year 2013 and continuing for each calendar year thereafter, the City may increase the monthly fee payable during a calendar year. Written notice of the increase shall be given to the Township specifying the new monthly fee. At no time will the fee increase by more than three percent (3%) in a calendar year. The basic dispatch service fee does not include access to the mobile client. The fees will be retroactive to January 1, 2012 for services provided regardless of adoption date.

- a. Fees for Optional Services. If the mobile client option is selected, the township will be responsible for the yearly license fee and any software costs charged by the vendor to the City. The costs will be reviewed on a yearly basis and the fee paid in a lump sum by January 15th of the contract year.
3. Township Responsibilities. The Township shall obtain mobile and portable radios to be utilized on the City Police Communications System. The Township shall maintain such radios and pay the cost of changing the Township radios to the template of the City Police radios. The Township shall provide all maintenance to radio equipment purchased by it. All expenses associated with the installation and continuing maintenance of the dedicated telephone line shall be borne by the Township.
 - a. Township Responsibilities for Optional Services. The Township shall maintain and bear the cost of a compatible wireless connection to the mobile message switch. The Township must provide antivirus software approved by the City. The Township shall obtain mobile data computers that are compatible with the Mobile Client software. The Township shall be responsible for all hardware costs and maintenance associated with the mobile data computers.
4. Term and Cancellation. This Agreement shall commence on January 1, 2012 and shall continue in effect thereafter until terminated. Either party may terminate this Agreement by giving at least one hundred and eighty (180) days prior written notice to the other party of such party's desire to terminate this Agreement and specifying the date of termination.
5. Notices. Any notice required under this Agreement shall be deemed to have been given to each party if sent by regular mail to the following addresses:

If to the City:

City of Worthington
Office of the City Manager
6550 North High Street
Worthington, OH 43085

By _____
Matt Greeson
City Manager

By _____
James R Mosaic
Chief of Police

Approved as to form:

Michael E. Minister
Director of Law
The City of Worthington

If to the Township:

Sharon Township Board of Trustees
95 E. Wilson Bridge Road
Worthington, OH 43085

By Linda L. Jarrett
Sharon Township Trustee

By John H. Oberle
Sharon Township Trustee

By Lori A. Grwald
Sharon Township Trustee

By Donald E. Schwind
Donald E. Schwind
Chief of Police
Sharon Township