

ORDINANCE NO. 2018- 3926

AN ORDINANCE AUTHORIZING THE SAFETY SERVICE DIRECTOR TO SIGN A MEMORANDUM OF UNDERSTANDING WITH SANDUSKY COUNTY, THE SHERIFF'S OFFICE, AND THE CITY OF FREMONT FOR AN AMOUNT OF \$270,000.00 THE FIRST YEAR AND \$225,000.00 THEREAFTER SUBJECT TO AMENDMENTS AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL, CITY OF FREMONT, STATE OF OHIO:

SECTION 1. Fremont City Council hereby authorizes the Safety Service Director to sign a Memorandum of Understanding with Sandusky County, the Sheriff's Office, and the City of Fremont for an Amount of \$270,000.00 the first year and \$225,000.00 thereafter subject to Amendments (see attached Exhibit A).

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Revised Code of Ohio.

SECTION 3. The immediate operation of the provisions of this ordinance is necessary for the immediate preservation of the public peace, health, safety and welfare of the citizens of the City of Fremont, said emergency being the need to begin the project in an expeditious manner to comply with time deadlines.

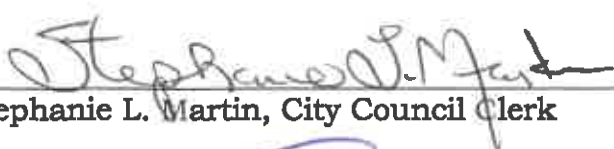
This ordinance, provided it receives a two-thirds yea or nay vote of all the members elected to the Fremont City Council, is hereby declared to be an emergency measure and this ordinance shall be in full force and effect from and after its passage by the Council of the City of Fremont, approval by the Mayor, and publication and posting as required by law.


Jamie Hafford
President of Council

PASSED: Oct 18, 2018

Effective date: Oct 18, 2018

YEAS: 5 NAYS: 0


Stephanie L. Martin, City Council Clerk


Daniel R. Sanchez, Mayor

ORD11089

Approved as to form:



James F. Melle, Director of Law
City of Fremont, Ohio

EXHIBIT A

Memorandum of Understanding between The City of Fremont and the Sandusky County Sheriff

It is understood that the City of Fremont desires to enter into this Memorandum of Understanding (MOU) with the Sandusky County Sheriff to combine dispatch services with Sandusky County Sheriff.

This agreement is entered upon by the City of Fremont and the Sandusky County Sheriff's Office. The Board of County Commissioners established a countywide public safety communications system facility (Dispatch Center) including equipment, and services that helps to provide immediate field exchange of police, fire, and emergency medical services information between the County and public entities that request to be a part of the system, without regard to which jurisdiction holds title to real or personal property used in the system or employs the persons responsible to dispatch emergency personnel using the system.

The County Sheriff has the authority as the system operator to enter into agreements with any other public entities or boards of township trustees concerning the use of the countywide public safety communication system.

1. Term

The Sandusky County Sheriff will provide Dispatch Services for the City of Fremont for an initial term of two (2) years and will automatically renew and extend for additional one (1) year terms, without the necessity of action on either part without giving a one hundred and eighty day (180) day written notice via certified mail from one party to the other party. No termination shall take effect until both parties are able to operate dispatch services independent of the other or until the termination notice is two years old, whichever occurs first.

This Memorandum of Understanding is contingent on the County, City, and the Sheriff's Office working together to present an agreement providing a detailed explanation of the steps for integration and the timeframes for completion.

2. Technical Advisory Committee (TAC)

The City of Fremont will have a representative from the Police Department and the Fire Department that will be a part of the TAC for the Dispatch Center. The TAC will be responsible for establishing policies and procedures; making decision on programing and equipment for the Dispatch Center, and will advise the Dispatch Supervisor on personnel matters including hiring, firing and disciplinary matters.

3. Financial Committee

The City of Fremont will have a representative from the Mayor's Office on the Financial Committee to make financial and budgetary decisions for the Dispatch Center.

4. Payments

The City of Fremont will pay the Sandusky County Sheriff \$270,000.00 for the first year of services. These services include three additional dispatch positions for the Center to accommodate the additional services for the City of Fremont, one time fees for; CAD system upgrade; hardware (routers, switches and workstations); radio console and licensing. The

fee for additional years will be \$225,000.00 annually unless an amendment to this agreement is negotiated no later than November 30th prior to the end of each year.

Future payments shall be based on twenty-five percent (25%) of any/all union negotiated increases approved and agreed upon for Communication Deputies wages. Additional increases in costs that are not covered by 911 funding will be negotiated by the Financial Committee.

5. Amendments or Modifications.

Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification relating to the services and support noted. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

FOR SANDUSKY COUNTY SHERIFF

Chris Hilton - Sheriff

FOR THE CITY OF FREMONT

Daniel Sanchez - Mayor

Kenneth Frost – Safety Service Director

Approved as to Form

Mark Mulligan – Assistant Prosecutor

Approved as to Form

Jim Melle - Law Director

**Combined Dispatch / Countywide Public Safety System
Financial Committee**

Purpose

A Countywide Public Safety System was established in order to provide consistent service to the Citizens of Sandusky County by combining dispatch services among public entities within Sandusky County while sharing costs for services and equipment. The Financial Committee will be established to discuss financial and budgetary items the combined dispatch center.

Members

The Financial Committee will include the following members:

- **Sandusky County Sheriff – *(Sheriff shall act as chair of the committee)***
- **911/EMA Director or Designee**
- **County Commissioners Representative**
- **The Mayor or Designee of all entities sharing in the costs for services and equipment**

***** No member shall serve on both the TAC and the Financial Committee.**

The Financial Committee shall meet quarterly to review Budgets and finances. Membership may be expanded to any entity that has signed an agreement with the Sheriff's Office to share costs for services and equipment.

**Combined Dispatch / Countywide Public Safety System
Technical Advisory Committee (TAC)**

Purpose

A Countywide Public Safety System was established in order to provide consistent service to the Citizens of Sandusky County by combining dispatch services among public entities within Sandusky County while sharing costs for services and equipment. The TAC will be established to discuss personnel matters, establish policies and procedures, review equipment and programming needs and recommend training for employees in the combined dispatch center.

Members

The TAC will include the following members:

- **Sheriff Chief Deputy – *(This individual shall act as chair of the committee)***
- **Fremont Police Chief**
- **Fremont Fire Chief**
- **Police Chief Association Representative**
- **Sandusky County Fire Fighters Association Representative**
- **Sandusky County Township Association Representative**
- **911 Communication Representative**

***** No member shall serve on both the TAC and the Financial Committee.**

The TAC shall meet at least once a month to review matters concerning the communications center and to update and discuss policy and procedures.

Membership may be expanded to any entity that has signed an agreement with the Sheriff's Office to share costs for services and equipment.