

RECORD OF RESOLUTIONS

Resolution No. 24-041 Passed on June 3rd, 2024

RESOLUTION 24-041, AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE MADISON COUNTY SHERRIFS OFFICE FOR 911 CALL CENTER SERVICES.

WHEREAS, the Village of West Jefferson currently houses dispatching services and personnel at the Village Building in the area of the Police Department, and

WHEREAS, the execution of this contract with Madison County would allow all 911 services and dispatchers to be merged at the Madison County 911 Call Center, and

NOW THEREFORE, BE IT RESOLVED, by the Council, Village of West Jefferson, County of Madison, State of Ohio, with a majority of all duly elected members concurring as follows:

SECTION I: Council hereby approves authorizing the Mayor to enter into a contract with County Sherriif's office per the attached contract.

SECTION II: This Resolution shall take effect at the earliest period of time allowed by law.

Passed this 3rd of June, 2024

Jennifer Warner 6-3-24
Jennifer Warner Date
President of Council

Date received by Mayor 6-4-24

Date Approved by Mayor 6-4-24

Ray A. Martin
Ray A. Martin, Mayor

ATTEST:

Tisha Edwards 6-4-24
Tisha Edwards Date
Clerk of Council

Sections Vetoed: _____

Approved as to form:

J. Michael Murray 6/4/24
J. Michael Murray, Director of Law, or Date
Joshua W. Beasley, Assistant Director of Law

CONTRACT FOR SERVICES

This Agreement is entered into by and between the Madison County Sheriff, John R. Swaney, 23 West High Street, London, Ohio 43140, (hereinafter "Sheriff") and the Village of West Jefferson Village, 28 East Main Street, West Jefferson, Ohio 43162, (hereinafter "West Jefferson").

Whereas, the parties desire to enter into a contract authorized by the provision of the Ohio Revised Code §311.29 for the purposes of enhancing law enforcement communication to West Jefferson.

Whereas, in order to accomplish the goal of this contract the Sheriff would cover, pursuant to the terms and conditions set forth, Law Enforcement Dispatching(hereinafter "Dispatching") to West Jefferson and would further cover, pursuant to the terms and conditions set forth, Law Enforcement Dispatching to West Jefferson, in consideration for which West Jefferson would reimburse the Sheriff according to the terms and conditions set forth below.

1. Description of Services

The Sheriff agrees to provide a Dispatcher duly certified in accordance with the laws of the State of Ohio to provide law enforcement communications service to the geographic territory known as the Village of West Jefferson, Madison County, Ohio for a period commencing on ???, 2024 and ending December 31, 2027 after such commencement date. In all respects. Such service shall be for 24 Hour coverage.

2. Costs

Cost of the services provided by the Sheriff to West Jefferson shall be \$51,105.00 for year 2024, payable quarterly. Cost for the remainder of the contract shall be \$122,651.00 per year, payable quarterly. The Sheriff shall be responsible for all attendant personnel, equipment and supply costs as a result of this contract except as noted in this contract. The Sheriff retains the right to adjust personnel, equipment and supply costs not to exceed five percent (5%) annually to cover

increases due to the Collective Bargaining Agreement and any other increased costs.

3. Equipment and Facilities

Pursuant to this contract, the Sheriff shall provide the Dispatchers with needed equipment and uniforms.

4. Renewal of Contract

It is the agreement of the Sheriff and the Village of West Jefferson, that upon conclusion of this current contract. Any law enforcement dispatching for West Jefferson after year 2027 will be at no cost, and covered by the renewed 911 Tax Levy.

5. Legal Contingencies

This Contract shall not be construed on interpreted as a waiver of any rights by either party and neither party is agreeing to indemnify the other from any losses or claims arising pursuant to this agreement.

6. Employee Rights

No language in this Contract shall be interpreted to limit or redefine the Sheriff's rights or obligations as an employer established by the Ohio Revised Code, any applicable collective bargaining agreement or the Sheriff's Policies and Procedures Manual nor to limit or redefine the Contract Dispatchers's rights or obligations as an employee established by the Ohio Revised Code, any applicable collective bargaining agreement or the Sheriff's Policy and Procedures Manual.

7. Personnel Control

The Dispatcher assigned to West Jefferson Communication pursuant to this agreement shall be the employee of the Sheriff and shall be under the exclusive control and supervision and responsibility of the Madison County Sheriff with respect to performance of duties, training, and scheduling.

8. Termination

This agreement may be terminated upon a 180 day written notice by either party.

9. **Record Keeping and Reporting**

The Sheriff shall retain custody of all original records, including but not limited to, activity reports, Investigative reports, and personnel records generated by communications assigned to West Jefferson. The Sheriff shall also share and make available any and all records originated by the West Jefferson Police Department.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in conformity with Ohio Law including the provisions of Section 121.22 of the Ohio Revised Code this _____ day of _____, 2024.

JOHN R. SWANEY
MADISON COUNTY SHERIFF
MADISON COUNTY, OHIO

RAY MARTIN
MAYOR
VILLAGE OF WEST JEFFERSON, OHIO