

ORDINANCE NO. 29-15

**AN ORDINANCE RATIFYING AND APPROVING THE EXPENDITURE OF FUNDS FOR 911 DISPATCH SERVICES PROVIDED BY THE ASHLAND COUNTY SHERIFF OFFICE FOR THE CITY OF ASHLAND, OHIO; AND DECLARING AN EMERGENCY**

WHEREAS, the Ashland County Sheriff's office has provided 911 dispatch services for the City of Ashland, Ohio; and

WHEREAS, due to the cost of these services have exceeded the \$25,000.00 threshold requiring legislative authorization; and

WHEREAS, this Council desires to affirm and ratify said expenditures; and

WHEREAS, in order to provide the necessary authorization for payment for said services, this Ordinance is declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare of the City of Ashland, Ohio; now therefore,

BE IT ORDAINED by the Council of the City of Ashland, State of Ohio 5 members thereto concurring:

Section 1. That the payment of invoices dated February 2, 3, 25, 27 and March 30 & 31, 2015 and in the amount of \$98,144.92 be, and the same is hereby, ratified and approved. (See attached Exhibit A) The money for said services has been appropriated to be paid from Account No. 101-2211-58191.

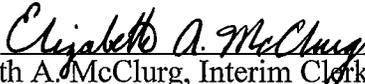
Section 2. That the Mayor be, and is hereby, authorized to approve for payment said invoices for the City of Ashland. Likewise, the Director of Finance is authorized to pay such invoices.

Section 3. For the reason that it is necessary to provide authorization for said payments, this Ordinance is declared to be an emergency measure necessary for the preservation of the public peace, property, health, safety and welfare of the City of Ashland, Ohio.

Section 4. That this Ordinance shall take effect and be in force from and after its passage by Council and approval pursuant to Section 12 of the Charter of the City of Ashland, Ohio.

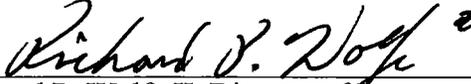
Passed: April 21, 2015

  
Stephen V. Stuart President of Council

Attest:  Clerk  
Elizabeth A. McClurg, Interim Clerk of Council

Approved:   
Glen P. Stewart, Mayor

Approved as to form and correctness:

  
Richard P. Wolfe II, Director of Law

Date: April 21, 2015

**Office of the Sheriff  
Ashland County  
E. Wayne Risner, Sheriff**



Justice Complex  
1205 East Main Street  
Ashland, Ohio 44805  
Telephone: 419 289-3911  
FAX: 419 281-2060  
Jail Division: 419 281-9009  
Jail FAX: 419 289-3502

April 10, 2015

Larry Paxton  
Director of Finance  
City of Ashland  
206 Claremont Avenue  
Ashland, Ohio 44805

Re: Dispatch Billing

Dear Mr. Paxton,

In late 2012 and early 2013, there were concerns that the city dispatch services would suffer because of the shortages of manpower "dispatchers". This matter was discussed between the Mayor and our office and he was advised that an additional dispatcher would be needed to cover the peak traffic/activity on a daily basis. The Mayor stated that as long as the moneys appropriated for dispatch covered the expense he did not have any problems with the additional dispatcher being hired. It was discussed at the time that since it was the city's concern that the additional dispatcher would be hired and the city would pay 100% of that dispatcher's wage. The dispatcher the city is paying 100% for was hired in November of 2012 but we did not begin billing the city for 100% of her wages until May of 2013.

The invoices are clearly marked and documentation is always provided. The matter was never questioned so we assumed the matter was agreed to by all.

Sincerely,

A handwritten signature in black ink, appearing to read "E. Wayne Risner".

E. Wayne Risner, Sheriff

EWR:emg

2013 COMMUNICATIONS		WAGES	EQUIP	DISPATCHER		
307668	JAN 13	\$36,410.14				
	FEB 13	\$34,211.88	\$9,160.59			
307837	MAR 13	\$32,848.71	\$4,992.62	\$4,124.65		
308570	APR 13	\$31,648.49	\$1,072.13	\$4,124.65		
309256	MAY 13	\$44,016.73	\$3,036.30	\$2,727.37	1/2 CITY AND 1/2 CO	
309459	JUN 13	\$30,646.09	\$2,483.12	\$4,090.83		
310009	JUL 13	\$29,252.52		\$4,090.84		
310316	AUG 13	\$28,822.25		\$4,090.83		
310341	JUG/AUG 13		\$15.47			
310662	SEP 13		\$4,108.15			
310663	SEP 13	\$29,250.20		\$4,090.83		
311388	OCT 13		\$1,809.56			
311389	OCT 13	\$29,458.96		\$4,295.44		
311618	NOV 13	\$42,076.12	\$3,360.68	\$6,307.31		
311856	DEC 13	\$38,682.23		\$5,217.50		
	REDUCE INV	(\$5,523.19)				
		\$401,801.13	\$30,038.62	\$43,160.25		
	TOTAL	\$475,000.00				
2014 COMMUNICATIONS		WAGES	EQUIP	DISPATCHER		
312431	JAN 14	\$29,487.25	\$3,063.67	\$4,229.19		
	ADD IN BAL-2013	\$5,523.19				
312796	FEB 14		\$1,303.91			
312797	FEB 14	\$27,649.58		\$3,809.56		
313566	MAR 14	\$28,436.47		\$3,764.38		
313949	APR 14		\$716.50			
313950	APR 14	\$28,875.99		\$3,975.83		
314321	MAY 14		\$765.96			
314322	MAY 14	\$41,161.03		\$5,633.50		
314350	MAR 14-EQUIPMENT		\$16,152.31			
315009	JUN 14	\$28,106.83		\$3,936.26		
315010	JUN 14		\$1,833.01			
315294	JUL 14	\$28,146.63	\$7,724.23	\$3,827.83		
315682	AUG 14		\$719.36			
315880	AUG 14	\$26,925.09		\$3,827.61		
316238	SEP 14		\$1,866.25			
316239	SEP 14	\$27,210.71		\$2,996.74		
317747	OCT 14	\$38,308.50	\$1,074.02	\$5,960.97		
317306	NOV 14	\$27,942.09		\$4,158.69		
317307	NOV 14		\$865.81			
317425	DEC 14	\$36,448.17	\$2,052.55	\$6,227.43		
		\$374,221.53	\$38,137.58	\$52,347.99		
	TOTAL	\$464,707.10				

ORDINANCE NO. 1-14

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR, TO ENTER INTO A RENEWAL AGREEMENT WITH THE COUNTY OF ASHLAND, OHIO, FOR THE PROVISION OF THE 911 EMERGENCY SYSTEM AND COMBINED, CENTRAL DISPATCHING SYSTEM; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Council desires to authorize the renewal of an agreement with the County of Ashland, Ohio for the provision of the 911 Emergency System and the Combined, Central Dispatching System; and

**WHEREAS**, in order to continue the provision of such systems, this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of said City of Ashland, Ohio; now therefore,

**BE IT ORDAINED** by the Council of the City of Ashland, Ohio, \_\_\_\_\_ members thereto concurring:

**Section 1.** That the Mayor be, and he is hereby, authorized and directed to enter into a renewal Agreement with the County of Ashland upon such terms and conditions as the Mayor shall determine to be in the best interests of the City of Ashland for the continued provision of the 911 emergency system and combined, central dispatch system. A copy of the proposed Agreement is attached hereto and made a part hereof.

**Section 2.** That in order to continue the provision of such systems, this Ordinance is declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare of said City of Ashland.

**Section 3.** That this Ordinance shall take effect and be in force from and after its passage by Council and approval pursuant to Section 12 of the Charter of the City of Ashland, Ohio.

Passed: \_\_\_\_\_, 2014

\_\_\_\_\_  
Stephen L. Stuart, President of Council

Attest: \_\_\_\_\_  
Kimberly S. Calhoun, Clerk of Council

Approved: \_\_\_\_\_  
Glen P. Stewart, Mayor

Approved as to form & correctness:

\_\_\_\_\_  
Richard P. Wolfe II, Director of Law

Date: \_\_\_\_\_, 2014

AGREEMENT FOR EMERGENCY DISPATCH SERVICES

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Ashland, which, together with its divisions of Police and Fire Protection, may be collectively referred to as "the City," and the Board of Commissioners of Ashland County ("the Commissioners") and the Ashland County Sheriff ("the Sheriff"), which may be collectively referred to as "the County,"

WHEREAS, R.C. 307.63 authorizes the Commissioners to establish, and the Sheriff to operate, a countywide public safety communications system; and

WHEREAS, R.C. 307.15 authorizes the Commissioners to enter into contracts with the municipal corporations to exercise any power, perform any function, or render any service that the City may exercise, perform, or render, and to designate the officer, office, department, agency, or authority that will exercise or perform such powers and duties; and

WHEREAS, the City and the County have operated a combined system for dispatching personnel of the Sheriff's Office, the City Division of Police, and the City Division of Fire since 1999; and

WHEREAS, the City and County wish to continue the provision of such dispatch services during calendar year 2014 in substantially the same manner heretofore provided, the parties finding this manner of providing such services to be mutually beneficial and in the best interests of the residents of the City and County;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. The parties agree, during calendar year 2014, to continue the combined provision of dispatch services for the City Police and Fire Divisions, whereby the County will provide dispatch services for the City.
2. A committee consisting of the Chief of Police of Ashland City Police Department, the Chief of the Ashland City Fire Department, and the Ashland County 9-1-1 Coordinator shall be charged with oversight of the combined dispatch system and shall meet as the members of said committee deem necessary. The role of the committee shall be to advise and make recommendations to the Sheriff, who shall have final authority to reject or accept and implement such recommendations.
3. The annual costs of personnel, maintenance, supplies and equipment purchases for the combined dispatch system shall be divided equally between the City and County, but in no event shall the City's share exceed \$475,000 (Four Hundred Seventy-five Thousand Dollars) for the calendar year 2014.

4. Costs related solely to the provision of 9-1-1 service shall be paid from the fund established by statute for that purpose, as long as such funds are available. Ordinary and routine expenses for such purposes (including, but not limited to, training expenses and the purchase of standard office supplies) shall be approved by the Sheriff or his designee. Contracts for expenses beyond ordinary and routine expenses shall be recommended by the 9-1-1 Permanent Review Board and approved in advanced by the Commissioners.
5. All dispatch employees shall be considered to be employees of the Ashland County Sheriff's Office. The Sheriff shall have sole discretion to make all decisions relating to hiring, compensation, discipline, and termination of dispatch employees.
6. A combined dispatch administrator shall directly supervise and manage the combined dispatch system. The administrator shall be an employee of the Sheriff's Office and shall serve in a fiduciary capacity. The administrator shall be available twenty-four hours per day in the event of an emergency and shall be provided with a cell phone, a pager, and the use of a car. The cost of the administrator's salary and benefits and the expenses associated with the aforementioned equipment shall be divided equally between the City and the County. All of the costs in this paragraph are included in the cost referenced in paragraph number 3 of this document.
7. This Agreement shall remain in effect through December 31, 2014 unless the parties terminate the Agreement according to the procedures set forth in Section 8. The payment terms contained herein shall apply to the dispatch services provided from January 1, 2014, to the date of execution of this Agreement, as though such Agreement had been in effect on January 1, 2014. Any modifications to this Agreement shall require written consent of the City and the County.
8. The commissioners may terminate this Agreement by resolution, or the city may terminate this Agreement by ordinance. Such termination shall be effective sixty (60) days after notice of the termination is served on the other party. The City shall serve notice of termination by delivering a copy of the ordinance to the office of the Commissioners. The County shall serve notice of termination by delivering a copy of the resolution to the office of Mayor.
9. Based upon data submitted by the Sheriff, the Auditor of Ashland County or any firm hired by the County to determine the allocation of costs, shall calculate the total cost of personnel and benefits associated with the combined dispatch system following the end of each quarter. An itemized statement of such costs shall be delivered to the City no later than the fifteenth day after the last day of each quarter. Within thirty days of the receipt of such statement, the City shall remit

payment as required by Section 3 of this Agreement; however, the total cost of this agreement will not exceed the total dollar amount in paragraph number 3 of this document.

10. This Agreement shall be interpreted, and any questions of validity shall be determined, under the laws of the State of Ohio. Should any term or provision of this Agreement be found invalid or unenforceable by a court, such finding shall not affect the enforceability of any other term or provision, or of the contract as a whole. This Agreement is intended to be a binding contract between the Board and the City, and the terms set forth herein in writing, together with any subsequent written agreements executed by both parties in accordance with Section 7 of this Agreement, shall be constitute the entire agreement of the parties.

11. Nothing in this Agreement shall be construed to waive or otherwise diminish the Sheriff's authority under R.C. 307.63 to operate the countywide public safety communications system.

IN WITNESS WHEREOF, the parties, together with the officers designated to conduct the duties set forth herein on behalf of the parties, have hereunto set their hands on the year and day indicated.

**THE CITY OF ASHLAND, OHIO**

By: \_\_\_\_\_  
Glen P. Stewart, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Rick Anderson, Chief, Division of Fire

Date: \_\_\_\_\_

By: \_\_\_\_\_  
David Marcelli, Chief of Police

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Richard P. Wolfe, Director of Law

**BOARD OF COUNTY COMMISSIONERS OF ASHLAND COUNTY, OHIO**

By: \_\_\_\_\_  
Barb Queer, Commissioner

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kim Edwards, Commissioner

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Welch, Commissioner

Date: \_\_\_\_\_

**SHERIFF OF ASHLAND COUNTY, OHIO**

\_\_\_\_\_  
E. Wayne Risner, Sheriff

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Michael D. Donatini  
Assistant Prosecuting Attorney

ORDINANCE NO. 36-13

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A RENEWAL AGREEMENT WITH THE COUNTY OF ASHLAND, OHIO, FOR THE PROVISION OF THE 911 EMERGENCY SYSTEM AND COMBINED, CENTRAL DISPATCHING SYSTEM; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Council desires to authorize the renewal of an agreement with the County of Ashland, Ohio for the provision of the 911 Emergency System and the Combined, Central Dispatching System; and

**WHEREAS**, in order to continue the provision of such systems, this Ordinance is declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare; now therefore,

**BE IT ORDAINED** by the Council of the City of Ashland, Ohio, 5 members thereto concurring:

**Section 1.** That the Mayor be, and he is hereby, authorized and directed to enter into a renewal Agreement with the County of Ashland for the continued provision of the 911 emergency system and combined, central dispatch system, a copy of which Agreement is attached hereto and made a part hereof.

**Section 2.** That in order to continue the provision of such systems, this Ordinance is declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare.

**Section 3.** That this Ordinance shall take effect and be in force from and after its passage by Council and approval pursuant to Section 12 of the Charter of the City of Ashland, Ohio.

Passed: July 2, 2013

Stephen L. Stuart  
Stephen L. Stuart, President of Council

Attest: Kimberly S. Calhoun  
Kimberly S. Calhoun, Clerk of Council

Approved: Glen P. Stewart  
Glen P. Stewart, Mayor

Approved as to form & correctness:

Richard P. Wolfe II  
Richard P. Wolfe II, Director of Law

Date: July 3, 2013

## AGREEMENT FOR EMERGENCY DISPATCH SERVICES

THIS AGREEMENT made this 15<sup>th</sup> day of August, 2013, by and between the City of Ashland, which, together with its divisions of Police and Fire Protection, may be collectively referred to as "the City," and the Board of Commissioners of Ashland County ("the Commissioners") and the Ashland County Sheriff ("the Sheriff"), which may be collectively referred to as "the County,"

WHEREAS, R.C. 307.63 authorizes the Commissioners to establish, and the Sheriff to operate, a countywide public safety communications system; and

WHEREAS, R.C. 307.15 authorizes the Commissioners to enter into contracts with municipal corporations to exercise any power, perform any function, or render any service that the City may exercise, perform, or render, and to designate the officer, office, department, agency, or authority that will exercise or perform such powers and duties; and

WHEREAS, the City and the County have operated a combined system for dispatching personnel of the Sheriff's Office, the City Division of Police, and the City Division of Fire since 1999; and

WHEREAS, the City and County wish to continue the provision of such dispatch services during calendar year 2013 in substantially the same manner heretofore provided, the parties finding this manner of providing such services to be mutually beneficial and in the best interests of the residents of the City and County;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. The parties agree, during calendar year 2013, to continue the combined provision of dispatch services for the City Police and Fire Divisions, whereby the County will provide dispatch services for the City.
2. A committee consisting of the Chief of Police of the Ashland City Police Department, the Chief of the Ashland City Fire Department, and the Ashland County 9-1-1 Coordinator shall be charged with oversight of the combined dispatch system and shall meet as the members of said committee deem necessary. The role of the committee shall be to advise and make recommendations to the Sheriff, who shall have final authority to reject or accept and implement such recommendations.
3. The annual costs of personnel, maintenance, supplies and equipment purchases for the combined dispatch system shall be divided equally between the City and County, but in no event shall the City's share exceed \$475,000 (Four Hundred Seventy-five Thousand Dollars) for the calendar year 2013.

4. Costs related solely to the provision of 9-1-1 service shall be paid from the fund established by statute for that purpose, as long as such funds are available. Ordinary and routine expenses for such purposes (including, but not limited to, training expenses and the purchase of standard office supplies) shall be approved by the Sheriff or his designee. Contracts for expenses beyond ordinary and routine expenses shall be recommended by the 9-1-1 Permanent Review Board and approved in advance by the Commissioners.
5. All dispatch employees shall be considered to be employees of the Ashland County Sheriff's Office. The Sheriff shall have sole discretion to make all decisions relating to hiring, compensation, discipline, and termination of dispatch employees.
6. A combined dispatch administrator shall directly supervise and manage the combined dispatch system. The administrator shall be an employee of the Sheriff's Office and shall serve in a fiduciary capacity. The administrator shall be available twenty-four hours per day in the event of an emergency and shall be provided with a cell phone, a pager, and the use of a car. The cost of the administrator's salary and benefits and the expenses associated with the aforementioned equipment shall be divided equally between the City and the County. All of the costs in this paragraph are included in the cost referenced in paragraph number 3 of this document.
7. This Agreement shall remain in effect through December 31, 2013 unless the parties terminate the Agreement according to the procedures set forth in Section 8. The payment terms contained herein shall apply to dispatch services provided from January 1, 2013, to the date of execution of this Agreement, as though such Agreement had been in effect on January 1, 2013. Any modifications to this Agreement shall require written consent of the City and the County.
8. The commissioners may terminate this Agreement by resolution, or the City may terminate this Agreement by ordinance. Such termination shall be effective ninety (90) days after notice of the termination is served on the other party. The City shall serve notice of termination by delivering a copy of the ordinance to the office of the Commissioners. The County shall serve notice of termination by delivering a copy of the resolution to the office of the Mayor.
9. Based upon data submitted by the Sheriff, the Auditor of Ashland County or any firm hired by the County to determine the allocation of costs, shall calculate the total cost of personnel and benefits associated with the combined dispatch system following the end of each quarter. An itemized statement of such costs shall be delivered to the City no later than the fifteenth day after the last day of each quarter. Within thirty days of the receipt of such statement, the City shall remit payment as required by Section 3 of this Agreement; however, the total cost of this agreement will not exceed the total dollar amount in paragraph number 3 of this document.

10. This Agreement shall be interpreted, and any questions of validity shall be determined, under the laws of the State of Ohio. Should any term or provision of this Agreement be found invalid or unenforceable by a court, such finding shall not affect the enforceability of any other term or provision, or of the contract as a whole. This Agreement is intended to be a binding contract between the Board and the City, and the terms set forth herein in writing, together with any subsequent written agreements executed by both parties in accordance with Section 7 of this Agreement, shall constitute the entire agreement of the parties.

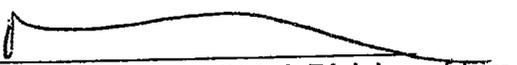
11. Nothing in this Agreement shall be construed to waive or otherwise diminish the Sheriff's authority under R.C. 307.63 to operate the countywide public safety communications system.

IN WITNESS WHEREOF, the parties, together with the officers designated to conduct the duties set forth herein on behalf of the parties, have hereunto set their hands on the year and day indicated.

**THE CITY OF ASHLAND, OHIO**

By:   
Glen P. Stewart, Mayor

Date: 8-5-13

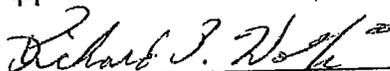
By:   
Rick Anderson, Chief, Division of Fire

Date: 08/05/13

By:   
David Marcelli, Chief of Police

Date: 8-5-13

Approved as to form:

  
Richard P. Wolfe, Director of Law



Org agreement  
w/12 legislation  
book

ORDINANCE NO. 12-12

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A RENEWAL AGREEMENT WITH THE COUNTY OF ASHLAND, OHIO, FOR THE PROVISION OF THE 911 EMERGENCY SYSTEM AND COMBINED, CENTRAL DISPATCHING SYSTEM; AND DECLARING AN EMERGENCY.**

**Whereas**, this Council desires to authorize the renewal of an agreement with the County of Ashland, Ohio for the provision of the 911 Emergency System and the Combined, Central Dispatching System; and

**Whereas**, in order continue the provision of such systems, this Ordinance is declared to be an emergency measure, immediately necessary for the preservation of the public peace, property, health, safety and welfare; now therefore,

**Be It Ordained** by the Council of the City of Ashland, Ohio, State of Ohio 5 members thereto concurring:

**Section 1.** That the Mayor be, and he is hereby, authorized and directed to enter into a renewal Agreement with the County of Ashland for the continued provision of the 911 emergency system and combined, central dispatch system, a copy of which Agreement is attached hereto and made a part hereof.

**Section 2.** That in order to continue the provision of such systems, this Ordinance is declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare.

**Section 3.** That this Ordinance shall take effect and be in force from and after its passage by Council and approval pursuant to Section 12 of the Charter of the City of Ashland, Ohio.

Passed: March 6, 2012

Stephen L. Stuart  
Stephen L. Stuart, President of Council

Attest: Kimberly S. Calhoon  
Kimberly S. Calhoon, Clerk of Council

Approved: Glen P. Stewart  
Glen P. Stewart, Mayor

Approved as to form and correctness:

Richard P. Wolfe II  
Richard P. Wolfe II, Director of Law

Date: March 8, 2012

## AGREEMENT FOR EMERGENCY DISPATCH SERVICES

THIS AGREEMENT made this 22<sup>nd</sup> day of March, 2012, by and between the City of Ashland, which, together with its divisions of Police and Fire Protection, may be collectively referred to as "the City," and the Board of Commissioners of Ashland County ("the Commissioners") and the Ashland County Sheriff ("the Sheriff"), which may be collectively referred to as "the County,"

WHEREAS, R.C. 307.63 authorizes the Commissioners to establish, and the Sheriff to operate, a countywide public safety communications system; and

WHEREAS, R.C. 307.15 authorizes the Commissioners to enter into contracts with municipal corporations to exercise any power, perform any function, or render any service that the City may exercise, perform, or render, and to designate the officer, office, department, agency, or authority that will exercise or perform such powers and duties; and

WHEREAS, the City and the County have operated a combined system for dispatching personnel of the Sheriff's Office, the City Division of Police, and the City Division of Fire since 1999; and

WHEREAS, the City and County wish to continue the provision of such dispatch services during calendar year 2012 in substantially the same manner heretofore provided, the parties finding this manner of providing such services to be mutually beneficial and in the best interests of the residents of the City and County;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. The parties agree, during calendar year 2012, to continue the combined provision of dispatch services for the City Police and Fire Divisions, whereby the County will provide dispatch services for the City.
2. A committee consisting of the Chief of Police of the Ashland City Police Department, the Chief of the Ashland City Fire Department, and the Ashland County 9-1-1 Coordinator shall be charged with oversight of the combined dispatch system and shall meet as the members of said committee deem necessary. The role of the committee shall be to advise and make recommendations to the Sheriff, who shall have final authority to reject or accept and implement such recommendations.
3. The annual costs of personnel, maintenance, supplies and equipment purchases for the combined dispatch system shall be divided equally between the City and County, but in no event shall the City's share exceed \$475,000 (Four Hundred Seventy-five Thousand Dollars) for the calendar year 2012.

4. Costs related solely to the provision of 9-1-1 service shall be paid from the fund established by statute for that purpose, as long as such funds are available. Ordinary and routine expenses for such purposes (including, but not limited to, training expenses and the purchase of standard office supplies) shall be approved by the Sheriff or his designee. Contracts for expenses beyond ordinary and routine expenses shall be recommended by the 9-1-1 Permanent Review Board and approved in advance by the Commissioners.
5. All dispatch employees shall be considered to be employees of the Ashland County Sheriff's Office. The Sheriff shall have sole discretion to make all decisions relating to hiring, compensation, discipline, and termination of dispatch employees.
6. A combined dispatch administrator shall directly supervise and manage the combined dispatch system. The administrator shall be an employee of the Sheriff's Office and shall serve in a fiduciary capacity. The administrator shall be available twenty-four hours per day in the event of an emergency and shall be provided with a cell phone, a pager, and the use of a car. The cost of the administrator's salary and benefits and the expenses associated with the aforementioned equipment shall be divided equally between the City and the County. All of the costs in this paragraph are included in the cost referenced in paragraph number 3 of this document.
7. This Agreement shall remain in effect through December 31, 2012 unless the parties terminate the Agreement according to the procedures set forth in Section 8. The payment terms contained herein shall apply to dispatch services provided from January 1, 2012, to the date of execution of this Agreement, as though such Agreement had been in effect on January 1, 2012. Any modifications to this Agreement shall require written consent of the City and the County.
8. The commissioners may terminate this Agreement by resolution, or the City may terminate this Agreement by ordinance. Such termination shall be effective ninety (90) days after notice of the termination is served on the other party. The City shall serve notice of termination by delivering a copy of the ordinance to the office of the Commissioners. The County shall serve notice of termination by delivering a copy of the resolution to the office of the Mayor.
9. Based upon data submitted by the Sheriff, the Auditor of Ashland County or any firm hired by the County to determine the allocation of costs, shall calculate the total cost of personnel and benefits associated with the combined dispatch system following the end of each quarter. An itemized statement of such costs shall be delivered to the City no later than the fifteenth day after the last day of each quarter. Within thirty days of the receipt of such statement, the City shall remit payment as required by Section 3 of this Agreement; however, the total cost of this agreement will not exceed the total dollar amount in paragraph number 3 of this document.

10. This Agreement shall be interpreted, and any questions of validity shall be determined, under the laws of the State of Ohio. Should any term or provision of this Agreement be found invalid or unenforceable by a court, such finding shall not affect the enforceability of any other term or provision, or of the contract as a whole. This Agreement is intended to be a binding contract between the Board and the City, and the terms set forth herein in writing, together with any subsequent written agreements executed by both parties in accordance with Section 7 of this Agreement, shall constitute the entire agreement of the parties.

11. Nothing in this Agreement shall be construed to waive or otherwise diminish the Sheriff's authority under R.C. 307.63 to operate the countywide public safety communications system.

IN WITNESS WHEREOF, the parties, together with the officers designated to conduct the duties set forth herein on behalf of the parties, have hereunto set their hands on the year and day indicated.

THE CITY OF ASHLAND, OHIO

By:

  
Glen P. Stewart, Mayor

Date:

3-7-12

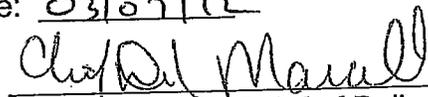
By:

  
Rick Anderson, Chief, Division of Fire

Date:

03/07/12

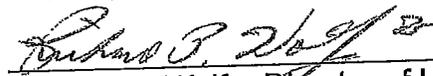
By:

  
David Marcelli, Chief of Police

Date:

3-9-12

Approved as to form:

  
Richard P. Wolfe, Director of Law

**BOARD OF COUNTY COMMISSIONERS OF ASHLAND COUNTY, OHIO**

By: Barb Queer  
Barb Queer, Commissioner

Date: 3-22-12

By: Kim Edwards  
Kim Edwards, Commissioner

Date: 3-22-12

By: Michael E. Welch  
Michael Welch, Commissioner

Date: 3-22-12

**SHERIFF OF ASHLAND COUNTY, OHIO**

E. Wayne Risner  
E. Wayne Risner, Sheriff

Date: 3-19-12

Approved as to form:

Michael D. Donatini  
Michael D. Donatini  
Assistant Prosecuting Attorney

**Office of the Sheriff  
Ashland County**  
**E. Wayne Risner, Sheriff**



Justice Complex  
1205 East Main Street  
Ashland, Ohio 44805  
Telephone: 419 289-3911  
FAX: 419 281-2060  
Jail Division: 419 281-9009  
Jail FAX: 419 289-3502

February 2, 2015

City Finance Office  
Municipal Building  
206 Claremont Avenue - #212  
Ashland, Ohio 44805

JANUARY - COMMUNICATIONS BILLING  
01/01/2015 - 01/31/2015

**INVOICE**

City ½ share: \$32,012.17

Please make check payable to Ashland County Sheriff's Office and mail to  
1205 E. Main Street, Ashland, OH 44805.

A handwritten signature in black ink, appearing to read "E. Wayne Risner", written over a horizontal line.

E. Wayne Risner, Sheriff

RECEIVED  
FEB 09 2015  
FINANCE

**Page 2 - Detail Billing for City Dispatch - January 2015**

Total Gross for 15 (1 Capt., 1 Data Entry, 10 Dispatchers & 3 Part-Time)	\$40,289.88
FICA	\$503.52
PERS 1	\$4,475.90
PERS 3	\$838.72
Health Insurance/Rx Card	\$8,265.76
Term Insurance	\$25.20
Workers' Compensation	\$410.51
Total	\$54,809.49
Half	\$27,404.75

Total Gross for 1 Dispatcher (to be paid 100% by the City)	\$3,187.10
FICA	\$46.21
PERS 1	\$411.19
Health Insurance/Rx Card	\$928.35
Term Insurance	\$2.10
Workers' Compensation	\$32.47
Total	\$4,607.42

**Total: \$32,012.17**

**Office of the Sheriff  
Ashland County**  
Wayne Risner, Sheriff



Justice Complex  
1205 East Main Street  
Ashland, Ohio 44805  
Telephone: 419 289-3911  
FAX: 419 281-2060  
Jail Division: 419 281-9009  
Jail FAX: 419 289-3502

February 3, 2015

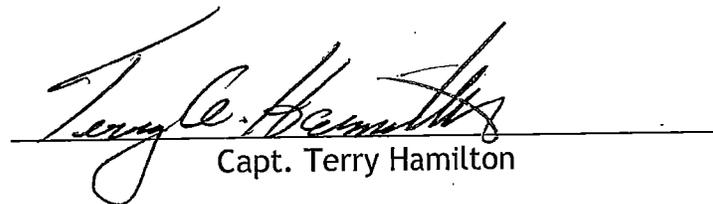
City Finance Office  
Municipal Building  
206 Claremont Avenue - #212  
Ashland, Ohio 44805

JANUARY COMMUNICATIONS BILLING 2015

INVOICE

City ½ share: \$865.81

Please make check payable to Ashland County Sheriff's Office and mail to  
1205 E. Main Street, Ashland, OH 44805.

  
Capt. Terry Hamilton

RECEIVED  
FEB 09 2015  
FINANCE

**Office of the Sheriff  
Ashland County  
Wayne Risner, Sheriff**



Justice Complex  
1205 East Main Street  
Ashland, Ohio 44805  
Telephone: 419 289-3911  
FAX: 419 281-2060  
Jail Division: 419 281-9009  
Jail FAX: 419 281-4458

February 25, 2015

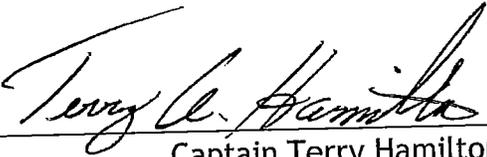
City Finance Office  
Municipal Building  
206 Claremont Avenue - #212  
Ashland, Ohio 44805

February 2015- COMMUNICATIONS BILLING  
For Equipment/Training/Maintenance

**INVOICE**

City ½ share: \$540.10

Please make check payable to Ashland County Sheriff's Office and mail to  
1205 E. Main Street, Ashland, OH 44805.

  
\_\_\_\_\_  
Captain Terry Hamilton

RECEIVED  
MAR 3 - 2015  
FINANCE

**Office of the Sheriff  
Ashland County**  
E. Wayne Risner, Sheriff



Justice Complex  
1205 East Main Street  
Ashland, Ohio 44805  
Telephone: 419 289-3911  
FAX: 419 281-2060  
Jail Division: 419 281-9009  
Jail FAX: 419 289-3502

February 27, 2015

City Finance Office  
Municipal Building  
206 Claremont Avenue - #212  
Ashland, Ohio 44805

FEBRUARY - COMMUNICATIONS BILLING  
02/01/2015 - 02/28/2015

**INVOICE**

City ½ share: \$31,455.46

Please make check payable to Ashland County Sheriff's Office and mail to  
1205 E. Main Street, Ashland, OH 44805.

A handwritten signature in black ink, appearing to read "E. Wayne Risner".

E. Wayne Risner, Sheriff

RECEIVED  
MAR 3 - 2015  
FINANCE

**Page 2 - Detail Billing for City Dispatch - February 2015**

Total Gross for 16 (1 Capt., 1 Data Entry, 10 Dispatchers & 4 Part-Time)	\$39,118.68
FICA	\$500.03
PERS 1	\$4,827.90
PERS 3	\$838.72
Health Insurance/Rx Card	\$7,232.54
Term Insurance	\$25.20
Workers' Compensation	\$398.62
<b>Total</b>	<b>\$53,634.69</b>
Half	\$26,817.35

Total Gross for 1 Dispatcher (to be paid 100% by the City)	\$3,188.80
FICA	\$46.24
PERS 1	\$440.13
Health Insurance/Rx Card	\$928.35
Term Insurance	\$2.10
Workers' Compensation	\$32.49
<b>Total</b>	<b>\$4,638.11</b>

**Total: \$31,455.46**

**Office of the Sheriff  
Ashland County**

**Wayne Risner, Sheriff**



Justice Complex  
1205 East Main Street  
Ashland, Ohio 44805  
Telephone: 419 289-3911  
FAX: 419 281-2060  
Jail Division: 419 281-9009  
Jail FAX: 419 289-3502

March 30, 2015

City Finance Office  
Municipal Building  
206 Claremont Avenue - #212  
Ashland, Ohio 44805

MARCH 2015 - COMMUNICATIONS BILLING  
03/01/15 - 03/31/15

**INVOICE**

City ½ share: \$31,426.61

Please make check payable to Ashland County Sheriff's Office and mail to  
1205 E. Main Street, Ashland, OH 44805.

A handwritten signature in black ink, appearing to read "E. Wayne Risner", written over a horizontal line.

Sheriff E. Wayne Risner

FR/305  
3/31/15

**Page 2 - Detail Billing for City Dispatch - March 2015**

<b>Total Gross for 16</b> (1 Capt., 1 Data Entry, 11 Dispatchers & 3 Part-Time)	\$38,361.11
FICA	\$489.06
PERS 1	\$4,721.86
PERS 3	\$838.72
Health Insurance/Rx Card	\$8,265.76
Term Insurance	\$25.20
Workers' Compensation	\$530.19
<b>Total</b>	\$53,231.90
<b>Half</b>	\$26,615.95

<b>Total Gross for 1 Dispatcher</b> (to be paid 100% by the City)	\$3,322.80
FICA	\$48.18
PERS 1	\$463.31
Health Insurance/Rx Card	\$928.35
Term Insurance	\$2.10
Workers' Compensation	\$45.92
<b>Total</b>	\$4,810.66

**Total: \$31,426.61**

**Office of the Sheriff  
Ashland County**  
*Wayne Risner, Sheriff*



Justice Complex  
1205 East Main Street  
Ashland, Ohio 44805  
Telephone: 419 289-3911  
FAX: 419 281-2060  
Jail Division: 419 281-9009  
Jail FAX: 419 281-4458

March 31, 2015

City Finance Office  
Municipal Building  
206 Claremont Avenue - #212  
Ashland, Ohio 44805

March 2015- COMMUNICATIONS BILLING  
For Equipment/Training/Maintenance

**INVOICE**

City ½ share: \$1,844.77

Please make check payable to Ashland County Sheriff's Office and mail to  
1205 E. Main Street, Ashland, OH 44805.

  
\_\_\_\_\_  
Captain Terry Hamilton