

**RESOLUTION 2025-04**

**A RESOLUTION AUTHORIZING THE MAYOR AND THE FISCAL OFFICER TO ENTER INTO AN AGREEMENT WITH THE PORTAGE COUNTY SHERIFF FOR THE PROVISION OF DISPATCHING SERVICES TO THE VILLAGE OF HIRAM FIRE DEPARTMENT AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Hiram Fire Department is in need of dispatch services; and

**WHEREAS**, the Portage County Sheriff has offered to provide dispatch services for the Village of Hiram, at a level of service determined by the Hiram Fire Chief to be satisfactory to the Village of Hiram.

**NOW THEREFORE, BE IT RESOLVED**, by the Council of the Village of Hiram, Portage County, Ohio, two thirds or more of the members thereto concurring that:

**Section 1:** The Mayor and the Fiscal Officer are hereby authorized to execute an Agreement with the Portage County Sheriff for Fire dispatch services, said Agreement to be in substantial conformity with the terms and conditions as are found in Exhibit "A" attached hereto and made a part hereof.

**Section 2:** This Resolution is declared an emergency measure becoming effective immediately upon its passage by Council and approval by the Mayor to assure the Safety Forces of the Village uninterrupted dispatch services.

**Section 3:** It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that the deliberations of the 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 the State of Ohio.

PASSED IN COUNCIL

First Reading and Emergency: February 11, 2025

Vote of Council:      Ayes:  
                                     Nays:

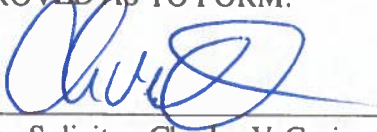
ATTEST:

  
\_\_\_\_\_  
Fiscal Officer, Megan Fogel

APPROVED:

  
\_\_\_\_\_  
Anne Haynam, Mayor

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read 'Charles V. Gasior', written over a horizontal line.

Village Solicitor, Charles V. Gasior

**Resolution 0-2025-04 Exhibit "A"**

**AGREEMENT WITH  
PORTAGE COUNTY SHERIFF  
FOR THE  
PROVISION OF DISPATCHING SERVICES**

**DISPATCH SERVICES AGREEMENT  
VILLAGE OF HIRAM  
AND  
THE PORTAGE COUNTY SHERIFF'S OFFICE**

This Agreement is made and entered into by and between the **Village of Hiram** whose principal address is 11617 Garfield Road, Hiram Ohio 44234 and the **Portage County Sheriff's Office ("PCSO")** whose principal address is 8240 Infirmary Road, Ravenna, Ohio 44266.

**WHEREAS**, the **Village of Hiram** is in need of dispatch services for the Hiram Fire department;

**WHEREAS**, PCSO is presently able to provide dispatch services to the **Village of Hiram** for the Hiram Fire Department for fire and EMS;

**WHEREAS**, the **Village of Hiram** has adopted Ordinance No. 02025-04 for this Agreement to be entered into on behalf of the Village of Hiram;

**NOW THEREFORE**, the Parties mutually agree to the following:

**SECTION ONE  
SCOPE OF SERVICE**

- A. PCSO will provide the following as part of it's dispatch services for the Hiram Fire Department for fire and EMS, which will be referred to as "Dispatch Services for the Fire Department":
- i. Maintain an electronic log of telephone calls from complainants or victims
  - ii. Dispatch all emergency 10 digit and 911 calls
  - iii. Maintain a log of all 911 calls
  - iv. Notify agency of all monitored alarms (all alarms will come from a third party alarm company which will call dispatch to advise of activation).
  - v. Dispatch regional emergency or investigative information
  - vi. Notify of weather alerts
  - vii. Support with notification of various agencies, hazmat, EPA, etc.
  - viii. Group page members of emergencies as directed
  - ix. Provide integrated GIS Mapping of 911 landline and Phase II tracking of cellular 911 calls
  - x. Provide full function Computer Aided Dispatching (CAD)

PCSO will provide the above described dispatch services for the Fire Department on a twenty-four (24) hour basis, seven (7) days a week, three-hundred sixty five days (365) a year. PCSO is responsible for notifying the Village of Hiram and it's fire department of any interruption to or lack of availability of the respective dispatch services. PCSO shall be responsible for ensuring adequate staffing in order to provide the dispatch services for the Fire Department, and will also be responsible for the purchase, care, and maintenance of all equipment and supplies required for

the provision of the respective dispatch services. PCSO further ensures there will be an adequate back-up plan in place for the temporary provision of the respective dispatch services through alternative means should PCSO experience interruption to its normal operations.

**SECTION TWO**  
**TERM**

This agreement shall be for a term commencing January 1, 2025 through December 31, 2027.

**SECTION THREE**  
**PAYMENT TERMS**

The amount of the annual payment by the **Village of Hiram** to the PCSO will be **\$22,447.00**

On January 01, 2025, the amount of \$11,223.50 shall be due and payable for dispatch services that will be provided from January 01, 2025 through June 30, 2025. On July 01, 2025 the amount of \$11,223.50 shall be due and payable for dispatch services through December 31, 2025.

On January 01, 2026, the amount of \$11,223.50 shall be due and payable for dispatch services that will be provided from January 01, 2026 through June 30, 2026. On July 01, 2026 the amount of \$11,223.50 shall be due and payable for dispatch services through December 31, 2026.

On January 01, 2027, the amount of \$11,223.50 shall be due and payable for dispatch services that will be provided from January 01, 2027 through June 30, 2027. On July 01, 2027 the amount of \$11,223.50 shall be due and payable for dispatch services through December 31, 2027.

A designated person from the **Village of Hiram** may contact the PCSO to arrange a suitable time for the opportunity to review the Sheriff's budget and discuss the formula used to arrive at the above-described annual amount for the dispatch services.

**SECTION FOUR**  
**TERMINATION**

The **Village of Hiram** or PCSO may cancel this Agreement at any time with thirty (30) day's advance written notice to the other party.

**SECTION FIVE**  
**INDEPENDENT CONTRACTOR**

Nothing in this Agreement shall be construed as creating a relationship of employer and employee, or principal and agent or any relationship other than that of independent parties working with each other for the purpose of carrying out the provisions of this Agreement. The parties agree that control of Communications employees shall remain with the Sheriff.

**SECTION SIX**  
**AMENDMENTS**

Any amendment to this Agreement shall be in writing and signed by both parties.

**SECTION SEVEN**  
**GOVERNING LAW**

This Agreement shall be governed by the laws of Ohio and any action related thereto shall be brought in the Portage County Common Pleas Court.

**SECTION EIGHT**  
**COVENANT OF COOPERATION**

Each party shall cooperate with and provide necessary information to the other to enable the parties to effectuate this Agreement.

**SECTION NINE**  
**COUNTERPARTS**

This Agreement may be executed in a number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

**SECTION TEN**  
**SEVERABILITY**

A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part, except to the extent that such other part is wholly dependent for its operation on the part so declared invalid.

**SECTION ELEVEN**  
**NOTICES**

Notices may be provided as follows:

Portage County Sheriff's Office  
Attn: Sheriff  
8240 Infirmary Road  
Ravenna, Ohio 44266

Village of Hiram  
Attn: Fiscal Officer  
11717 Garfield Road, P.O. Box 65  
Hiram, Ohio 44234

IN WITNESS WHEREOF, the Parties have signed this Agreement.

For the  
Portage County Sheriff's Office

For the  
Village of Hiram

\_\_\_\_\_  
Sheriff Bruce Z. Zuchowski      Date

[Signature]      3.25.25  
Hiram Village Mayor      Date

[Signature]      3.25.25  
Hiram Village Fiscal Officer      Date

[Signature]      3.25.25  
Hiram Fire Chief      Date

CERTIFICATE OF FISCAL OFFICER (YEAR 2025)

I hereby certify that the amount of \$ 22,447 required to meet the obligation for dispatching services for the Village of Hiram has been appropriated for such purpose and is in the treasury to the credit of the following Fund(s) 2901 + 2914 free from any obligation or certificate now outstanding.

[Signature]  
Fiscal Officer

Approved as to form:

\_\_\_\_\_  
Assistant Prosecutor